MOUNT CARMEL

A place to put down roots

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

October 22, 2026 - 5:30 P.M.
Town Hall, 100 Main Street E.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Welcome from the Mayor
7. Recognition of Employees, Guests, or other Visitors
8. Approval and/or Correction of the minutes of the Board of Mayor and Aldermen Meeting dated September 24, 2026, monthly financial report, and department reports.
9. Visitors' Comments:
10. Old Business:
    A. SECOND READING: Ordinance 26-551: Street Parking Regulations
11. New Business:
    A. FIRST READING: Ordinance 26-552: Amend Fire Code
    B. DISCUSSION AND CONSIDERATION: Resolution 26-694: Contract Extension – Mattern & Craig
    C. DISCUSSION AND CONSIDERATION: Resolution 26-695: PEP Property Conservation Grant
    D. DISCUSSION AND CONSIDERATION: Surplus Items
    E. DISCUSSION AND CONSIDERATION: Library Board Re-Appointment
12. Board Comments: Mayor, Vice-Mayor, Aldermen
13. Staff Comments: Town Manager, Operations Director, Town Recorder, Town Attorney
14. Adjourn

MOUNT CARMEL

A place to put down roots

LEGISLATIVE MEMORANDUM			
Date	October 22, 2026	**Agenda Item**	Sept. 24, 2026 Meeting Minutes
Prepared By	Tyler Williams, Town Manager	**Department**	Administration

Summary

The purpose of this item iso consider approval of the official minutes of the regular meeting of the Board of Mayor and Aldermen held on September 24, 2026.

Fiscal Impact

None

Staff Reccomendation

Staff reccomends approval.

Attachments

September 24 Meeting Minutes

TOWN OF MOUNT CARMEL

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

A regularly scheduled meeting of the Town of Mount Carmel, Tennessee Board of Mayor and Aldermen was held at Mount Carmel Town Hall, 100 East Main Street, on September 24, 2026, at 5:30 p.m.

CALL TO ORDER

5:30 pm by Mayor John Gibson

INVOCATION AND PLEDGE OF ALLEGIANCE

Led by Vice-Mayor Bare and Alderman Shugart

ROLL CALL:

BMA	Present	Absent	Town Administration Present
Alderman Darby Patrick	✓		Tyler Williams, Town Manager
Alderman James Cross	✓		Tiffany Bishop, Town Recorder
Alderman Mindy Shugart	✓		Erica Mandi, Town Attorney
Alderman Philip Binstock	✓		Jason Salyer, Director of Municipal Operations
Alderman Jim Gilliam	✓		Mitch Walker, Fire Chief
Vice-Mayor Jim Bare	✓		David Larson, Police Chief
Mayor John Gibson	✓		

APPROVAL OF AGENDA

Motion: Vice-Mayor Bare
Second: Alderman Binstock
Approved: *All present voting in favor*

WELCOME FROM THE MAYOR/EMPLOYEE RECOGNITION

Mayor Gibson welcomed those in attendance.

APPROVAL and/or correction of the August 27, 2026, Board of Mayor and Aldermen meeting minutes, departmental and financial reports.

Motion: Vice-Mayor Bare
Second: Alderman Binstock
Approved: *All present voting in favor*

VISITOR COMMENTS

NONE

OLD BUSINESS

A. SECOND READING & PUBLIC HEARING: Ordinance 26-550: FY 26-27 Budget Amendment #1

PUBLIC HEARING:

The Board recessed its regular meeting and opened the public hearing on Ordinance 26-550. No one spoke during the public hearing.

Motion to Close: Vice-Mayor Bare
Second: Alderman Shugart

Town Manager Williams explained that the amendment increases General Fund revenues and expenditures by $2 million for the Local Parks and Recreation Fund grant and reallocates funding previously budgeted for Hawkins County ECD. He confirmed the amendment would allow work on the grant-funded park project to proceed.

Motion: Vice-Mayor Bare
Second: Alderman Binstock

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart	✓		
Alderman Philip Binstock	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		
Totals:	7	0	

B. DISCUSSION AND CONSIDERATION: Property Issue- 912 S. Sherbrooke

Town Manager Williams requested direction concerning the road right-of-way at 912 S. Sherbrooke and recommended Option D, a limited permanent easement, with authority for the Town Manager and Town Attorney to finalize terms and the Mayor to execute the agreement. The Town Attorney explained the distinction between a limited permanent easement and an unconditional permanent easement, including public necessity, notice, recording, and potential future right-of-way needs. Motion to approve Option D, authorize the Town Manager to work out final terms with counsel, and authorize the Mayor to sign the completed easement.

Motion: Vice-Mayor Bare
Second: Alderman Shugart

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart	✓		
Alderman Philip Binstock	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		
Totals:	7	0	

NEW BUSINESS

A. FIRST READING: Ordinance 26-551: Street Parking Regulations

Town Manager Williams explained that Ordinance 26-551 would repeal and replace Ordinance 23-518, maintaining the prohibition on street parking while clarifying exceptions for commercial and service vehicles, parties, special events, government activities, extreme weather, emergencies, and mechanical failures. The ordinance gives police officers enforcement discretion, includes safety and access restrictions, and removes the temporary permit process.

Motion: Vice-Mayor Bare
Second: Alderman Binstock

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart	✓		
Alderman Philip Binstock	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		
Totals:	7	0	

B. DISCUSSION AND CONSIDERATION: Resolution 26-693: Park Facility Dedication- Euguene Christian

Town Manager Williams presented Resolution 26-693 naming the renovated Mount Carmel Park facility the Eugene “Gene” Christian Memorial Facility in recognition of Mr. Christian’s 22 years as a Town Alderman, six years as a Hawkins County Commissioner, and service on the gas utility board. A formal dedication ceremony will be scheduled separately. Ms. Christian was recognized in attendance.

Motion: Vice-Mayor Bare
Second: Alderman Binstock

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart	✓		
Alderman Philip Binstock	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		
Totals:	7	0	

BOARD COMMENTS

Mayor Gibson encouraged attendance at the Fall Festival on Main Street on Saturday 9/26 from noon to 4:00 p.m., highlighting vendors, children's activities, and the Library's chalk art contest. He thanked Town staff and the Municipal Operations team. Vice-Mayor Bare thanked department heads for their reports and congratulated Fire Department personnel on training certifications. Alderman Patrick welcomed Ms. Christian and recognized her prior service as an alderman.

STAFF COMMENTS

Town Manager Williams welcomed recently hired employees Ron Codispoti and Andrew Fontanez, noted that vacant positions had been filled, thanked Ms. Christian for attending, and stated that the park opening date remained dependent on contractor progress.

ADJOURN

Motion: Vice-Mayor Bare at **5:57 P.M**.
Second: Alderman Shugart
Approved: *All present voting in favor*

Approve: _____
John K. Gibson, Mayor

Attest: _____
Tiffany Bishop, Town Recorder

MOUNT CARMEL

A place to put down roots

LEGISLATIVE MEMORANDUM			
Date	October 22, 2026	**Agenda Item**	Departmental Reports
Prepared By	Tyler Williams, Town Manager	**Department**	Administration

Summary

September 2026 Departmental Reports

Fiscal Impact

Staff Reccomendation

Staff reccomends approval.

Attachments

Financial Report
Public Works Report
Police Department Report
Fire Department Report
WWTP Report



FINANCIAL REPORT

TOWN OF MOUNT CARMEL, TN

Month ending 09/30/2026

GENERAL FUND:	**BALANCE:**
Checking Account (First Horizon)	$126,798.71
LGIP Investment Account	$533,142.15
Certificate of Deposit (First Horizon)	$5,000,000.00
Capital Outlay Savings (First Horizon)	$1,072.03
TOTAL:	**$5,661,012.89**

DRUG FUND:	**BALANCE:**
Drug Fund Checking (First Horizon)	$26,818.99
Special Drug Fund (First Horizon)	$0.00
TOTAL:	**$26,818.99**

SEWER FUND:	**BALANCE:**
Checking Account (First Horizon)	$213,991.38
Savings/Sewer Savings 2014 (First Horizon)	$1,073.37
LGIP Investment Account	$605,101.03
TOTAL:	**$820,165.78**

GRAND TOTAL CASH ON HAND:	$6,507,997.66

Current Savings Rate: 2.54%
Current LGIP Rate: 3.77%

MOUNT CARMEL

PUBLIC WORKS

Monthly Report

October 16, 2026

1. Work Completed/Accomplishments

- Removed old playground Equipment and ground covering at park
- Located 37 Sewer lines
- Replaced Battery on Backhoe
- Replaced starter on New Holland Tractor
- Fixed coolant leak on ranger pickup
- Hauled 4 loads of dirt to park to repair areas from removal of equipment
- Put up Fall Banners on Main st
- Hour a day cleaning park
- Prep work and clean up for fall Festival
- Repaired lights and installed 1 new light
- Replaced 4 street signs in town
- 6 Hrs. total for maintenance on mowers
- 16 Hrs. cleaning shop combined for all employees
- 16 Hrs. cleaning vehicles and equipment
- Mowed 19 streets with side arm mower
- Painted curbs at city hall
- Replaced broken glass in case tractor
- 2 Hrs. cleaning around city hall
- 2 Hrs. clean up after storm

MOUNT CARMEL

PUBLIC WORKS

- Maintenance on leaf machine to get ready for use
- Mowed Main st 3 times
- Mowed median on 11w
- Replaced total of 8 tires on both Brush trucks and the dump truck
- Weed eat the white fence area of main st 2 times
- 8 Hrs. total putting receipts in on epic
- Weed eat 11w
- Pulled weeds in flower beds in town 2 times
- Weed eat and sprayed impound lot and surrounding area
- Cleaned drains around town
- Sprayed Park, main st., 11w
- Hauled 28 loads of brush weighing 67.77 tons
- Picked up several dead animals in town

Outlook

MCPD

From David Larson <david.larson@mountcarmeltn.gov>
Date Mon 10/19/2026 12:46 PM
To Tyler Williams <tyler.williams@mountcarmeltn.gov>; Tiffany Bishop <tiffany.bishop@mountcarmeltn.gov>

Report This Email

Mount Carmel Police Department

Monthly Update for the Mayor and Board of Aldermen

October 19, 2026

Over the past month, the Mount Carmel Police Department has made several personnel and training advancements.

Ed Letterman and Austin Lyons were promoted from patrol officer to the rank of corporal. Corporal Austin Lyons completed firearms instructor training at the Carter County Sheriff's Office. He is also scheduled to attend agency TAC school to serve as the department's NCIC coordinator.

Officer and K-9 Handler Mike Fontenot, along with K-9 Kilo, attended a weeklong training and recertification program in Pigeon Forge, Tennessee. The program focused on narcotics detection and tracking.

Officer Walker Housewright graduated from the Walters State Police Academy and is currently completing the department's field training program.

The department also hired a female officer who is scheduled to attend the Walters State Police Academy after the first of the year. She will participate in the department's field training program before attending the academy.

David Larson
Chief of Police
Mount Carmel PD
213 Hammond Ave
Mount Carmel, TN 37645
(423)578-0220

Range: 09/01/2026 -> 09/30/2026

OFFICERS CHARGES		NUMBER
	Number Of MC Arrest	
Brandon Dean		
Animal-Running at Large		2
Junk Cars		1
Parking on Highway		1
	Brandon Dean	**4**
Michael Fontenot		
Animal-Rabies Vaccinations & Registration		1
Animal-Running at Large		1
	Michael Fontenot	**2**
Total for: MC		**6**
	Number Of TR Arrest	
Austin Lyons		
Improper Lane Use		1
REGISTRATION-EXPIRED TAGS		1
Speeding		1
	Austin Lyons	**3**
Brandon Dean		
Driver to Exercise Due Care		1
Light Law Violation		4
Stop Sign Violation		1
	Brandon Dean	**6**
Daniel Cesarz		
Light Law Violation		1
REGISTRATION-EXPIRED TAGS		2
	Daniel Cesarz	**3**
Edward Letterman		
Driving W/O License in possession,55-50-351		1
Financial Responsibility-Insurance Proof		1
Seat belt required (1st Offense)		1
	Edward Letterman	**3**
Jaylen Tyler		
Speeding		5
	Jaylen Tyler	**5**
Joshua Walsh		
Speeding		2
	Joshua Walsh	**2**
Michael Fontenot		
Financial Responsibility-Insurance Proof		2
Registration-Driving Unregistered Vehicle		1
REGISTRATION-EXPIRED TAGS		3
Speeding		1
	Michael Fontenot	**7**
Montre Russell		
Speeding		3
	Montre Russell	**3**
Total for: TR		**32**
	Grand Total:	**38**

Offenses	Count
Sex Offenses, Forcible	1
Burglary	1
Larceny/Theft	1
Domestic Violence	7
Reckless Endangerment	1
Fraud	1
Drug/Narcotic	4
Driving Under The Influence	1
Trespass Of Real Property	1
Evading / Resisting Arrest	1
DOSL / DORL	9
Miscellaneous Reports	2
Total:	30

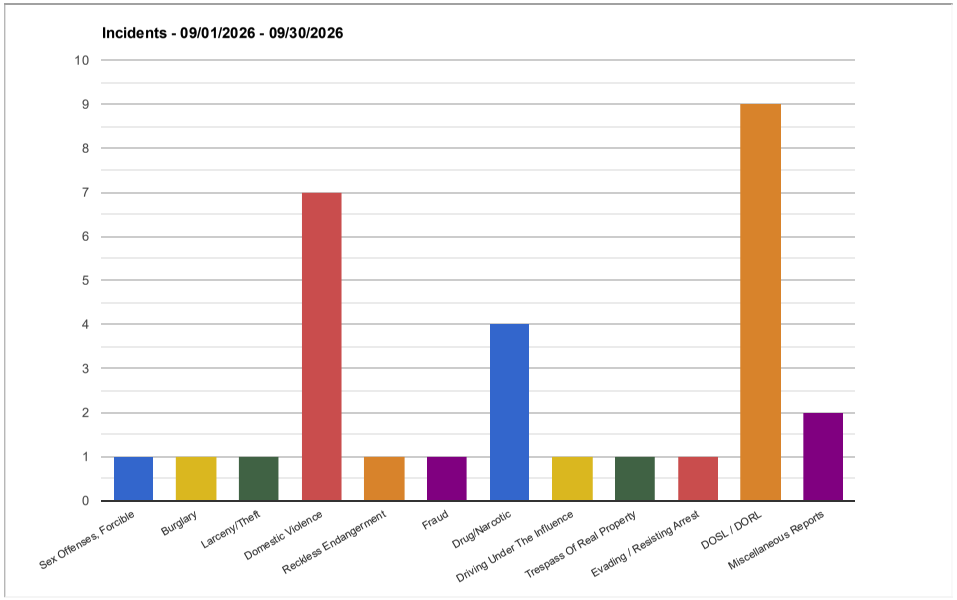
Memos	Count
Found Property	1
Harassment	1
K9 Training	4
Lost Property	2
Mental Health	1
Missing Adult	1
Property Damage (Non Criminal)	2
Total:	12

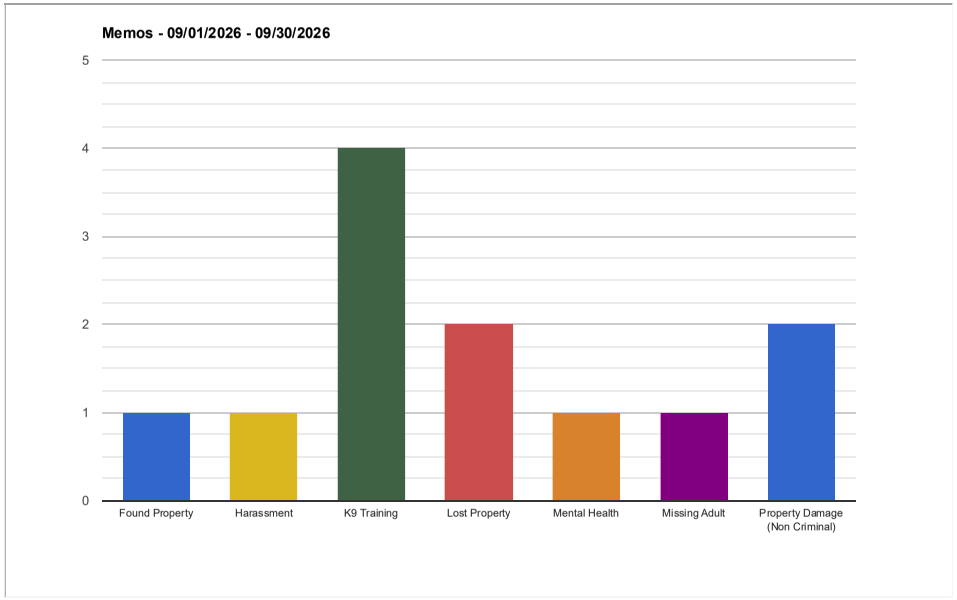
Arrests	Count
Adult (On-View Arrest)	9
Adult (Summoned/Cited)	8
Adult (Taken Into Custody)	1
Total:	18

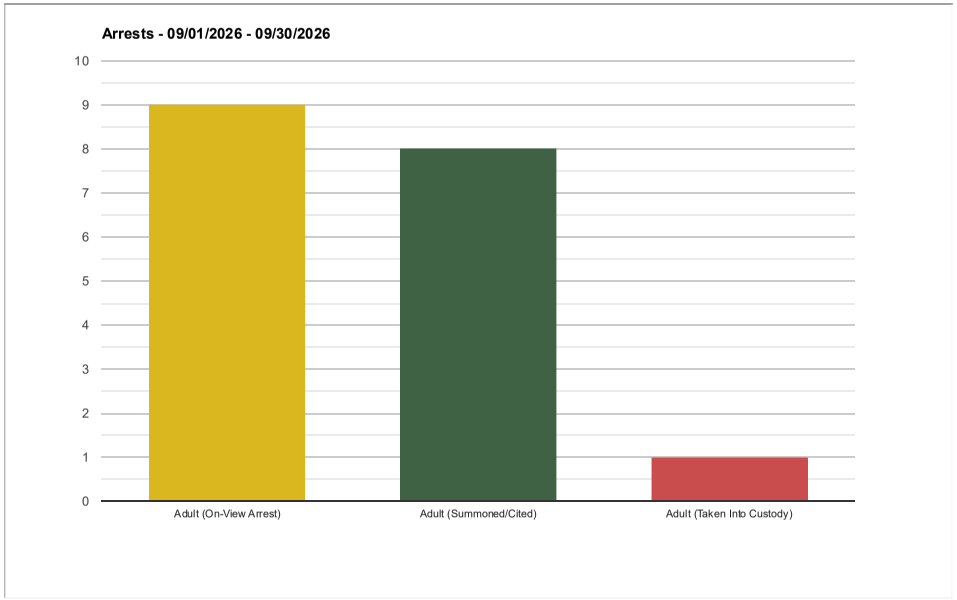
Crashes	Count
Injury (incapacitating)	1
Property damage (over $ threshold)	7
Property damage (under $ threshold)	2
Total:	10

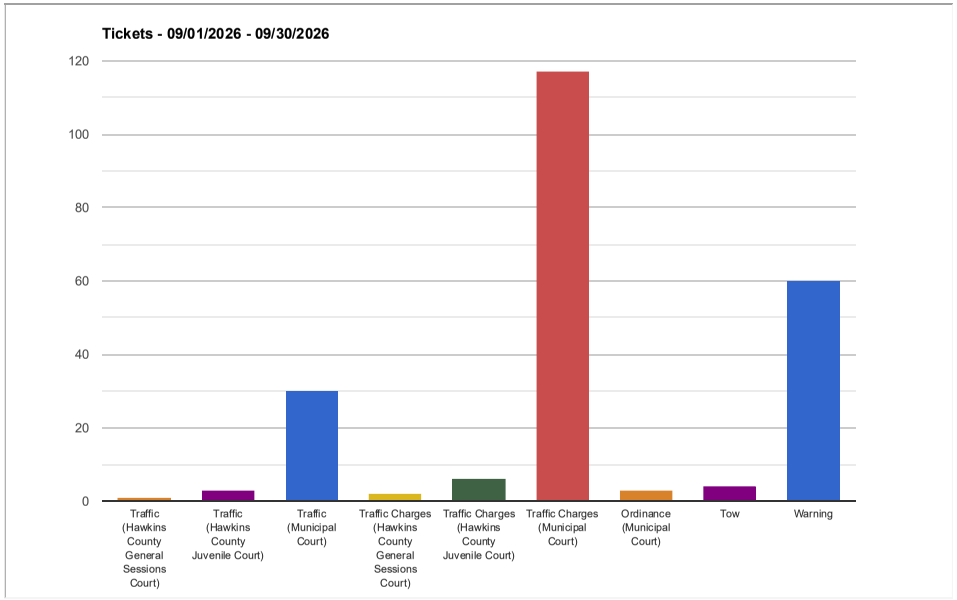
Non-Investigatory Crashes	Count
Total:	0

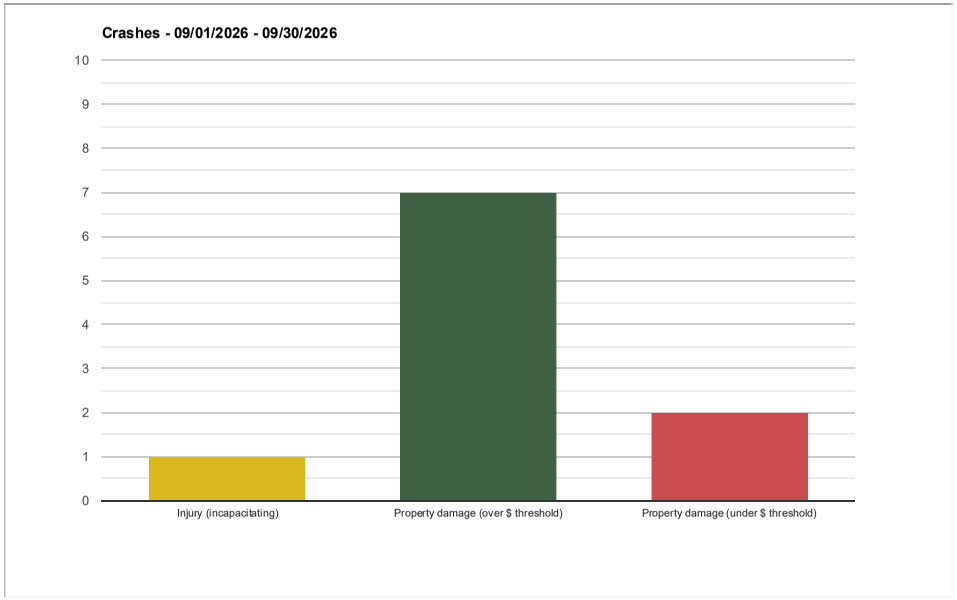
Tickets	Count
Traffic (Hawkins County General Sessions Court)	1
Traffic (Hawkins County Juvenile Court)	3
Traffic (Municipal Court)	30
Traffic Charges (Hawkins County General Sessions Court)	2
Traffic Charges (Hawkins County Juvenile Court)	6
Traffic Charges (Municipal Court)	117
Ordinance (Municipal Court)	3
Tow	4
Warning	60
Total:	101






Arrests - 09/01/2026 - 09/30/2026
10
9
8
7
6
5
4
3
2
1
0
Adult (On-View Arrest)
Adult (Summoned/Cited)
Adult (Taken Into Custody)


Tickets - 09/01/2026 - 09/30/2026
120
100
80
60
40
20
0
Traffic (Hawkins County General Sessions Court)
Traffic (Hawkins County Juvenile Court)
Traffic (Municipal Court)
Traffic Charges (Hawkins County General Sessions Court)
Traffic Charges (Hawkins County Juvenile Court)
Traffic Charges (Municipal Court)
Ordinance (Municipal Court)
Tow
Warning


Crashes - 09/01/2026 - 09/30/2026
10
9
8
7
6
5
4
3
2
1
0
Injury (incapacitating)
Property damage (over $ threshold)
Property damage (under $ threshold)

Mount Carmel Fire Department

Mitch Walker, Fire Chief

October 2nd, 2026

To: Tyler Williams, City Manager

Reference: Monthly Report September 2026

Call Data

- 35 Calls for Service
  - Fires: 2
  - Medical: 22
  - Public Service: 5
  - No Emergency: 5
  - Rescue: 1
- Year to Date Calls: 371

Response Times – Dispatch to Enroute

- Average: 00:45
- 90th Percentile: 1:59

Response Times – Dispatch to On scene

- Average: 5:42
- 90th Percentile: 10:13

Volunteer Staff Hours

- Emergency Response Hours: 81 hours, 22 minutes

Training Hours

- Total: 351.5 Hours
  - Company Level Training – 58 hours
  - Drill Tower Training – 104 hours
  - Hazardous Materials Training – 40 hours
  - Fire Prevention – 38.5 hours
  - Medical Hours – 43 Hours
  - Officer Training – 52 hours

- Recruit Firefighter Training – 16 hours

Significant Activities

- Attended Chief Officer Training Symposium in Johnson City, TN with area fire chiefs
- Chief Walker and Asst. Chief Wood attended annual Emergency Medical Responder update course
- Attended Northeast Tennessee Medical and Rescue Conference
- Hosted Tennessee Fire and Codes Enforcement Academies Drill tower and conducted two classes consisting of Above Grade Fires and Emergency Egress bailouts. This training counts towards our annual ISO facility training category.
- Chief Walker and Asst. Chief Wood attended Tennessee Emergency Management Agencies Emergency Operations Center interface training
- Hosted the September meeting of the Hawkins County Volunteer Fireman's Association
- Conducted fire prevention training for Mount Carmel Senior Center
- Hosted a Tennessee Commission on Firefighting Test Event
- Participated in Mount Carmel's Fall Festival
- Installed smoke detectors in two residences
- Captain Vencill attended initial training for Emergency Medical Responder instructor credentialing
- Conducted a fire prevention event for Oak Grove Baptist Church youth group
- The basic firefighting class is still underway and will be completed in November 2026
- Significant work regarding planning for our live fire training facility
- Attended Tennessee Municipal League district meeting in Morristown, TN
- Firefighter Noah Graziano earned his Firefighter I certification
- Firefighter Matthew Hall earned his Firefighter II certification
- Firefighter Michael Clark earned his fire inspector certification
- Asst. Chief Luke Wood earned his Fire and Life Safety Educator I certification

INFRAMARK
WATER INFRASTRUCTURE OPERATIONS

Date: October 20, 2026
To: Tyler Williams, Jason Salyer
Copy: Matt Malone
From: Chad Arnold
Subject: September 2026 Management, Operations & Maintenance Report - WWTP

Executive Summary

There were no excursions to the NPDES permit during the month of September 2026.

We had another good month regarding permit compliance at the Mount Carmel STP. Effluent quality continues to be excellent. The recent improvements made to the plant will help to ensure this success in the long term.

Apart from final punch list items, we saw the completion of the construction project within the plant this September. The rebuild to lift station 3, which included new force main discharge piping, two new pumps and a new control panel, went well and there were no issues encountered during the bypass period. The new blowers exceed expectations and are an important addition to the Mount Carmel STP.

September was a heavier month for residential pump replacements. We continue to address residential pump issues promptly and our interactions with the community have generally been very positive. I plan to visit a vacuum trailer manufacturer in early October to demo a piece of their equipment. Currently, the Town of Mount Carmel has no septic truck type of equipment. A vacuum pumping trailer could be a good, affordable option for the town that would allow us to properly clean residential wet wells and extend the life of pumps as much as possible.

Operations

Loading and percent removal as follows:

Parameter	Influent, mg/L	Effluent *mg/L / lbs/day	Reduction % Monthly (85% minimum)	Reduction % Daily (40% minimum)
BOD average	296	5 / 11	98%	98%
TSS average	264	12 / 30	95%	92%

*** NPDES Effluent Limit (Monthly Average) – 30 mg/L / 119 lbs/day**

Flow as follows:

Flow*	MGD
Influent Flow Average, monthly	0.160 MGD*
Effluent Flow Average, monthly	0.309 MGD

***Mt Carmel STP is rated at **0.472 MGD.**
Please refer to the attachments for the state operating report.

Biosolids Dewatering & Disposal

- Dewatering
  - Dewatered 84,441 gallons.
  - 3 loads were transported to Eco-Safe Landfill in September 2026.
    - 25.6 wet tons disposed. Dewatering operations were halted for two weeks in September, due to the rehab of lift station 3.

Biosolids Wet Tons Disposed via Landfill

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2026	41.8	48.2	34.8	53.5	28.1	25.2	66.8	33.3	25.6	-	-	-	**357.3**

Residential Lift Stations Maintenance Summary

- Inframark's Maintenance Team responded to thirty three (33) recorded residential lift station calls during the month of September 2026.
- Inframark's Maintenance Team responded to one (1) after-hours call for main lift stations.
- Five (5) residential lift station pump replacement was recorded during the month of September 2026. Three (3) residential lift station pumps were pulled and cleared of clogs. One of those three pumps had to be pulled twice to remove blockages.
- Four (4) residential pumps remain in inventory. An order has been placed this week for 10 additional residential pumps.

Residential Lift Station Pumps Replaced

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2026	3	3	3	1	6	5	3	1	5	-	-	-	**30**

Major Maintenance Items - WWTP

- The drain for the dewatering press goes directly into the wet well for lift station 3 in the plant. We experienced freezing issues with this last winter. When the area was under construction, we laid a new drain line in PVC and buried it. The area looks much improved, and the press drains better than before.
- Worked on the water lines in the press room and garage area. We removed and replaced old, retired water lines that were still in the building and replaced leaking valves. A leaking valve on the water heater in the main office was also replaced.
- Final Clarifier 1 has been out of service and is not used under normal conditions. We attempted to run the sweep recently and it has stopped rotating. We are continuing to investigate this issue.

Major Maintenance Items – Lift Stations

- Received replacement cutter ring parts for Lift station 8 pump 1.
- Pulled Lift station 7 pump 2 with gantry crane we built on site. No clog was present; pump was returned to auto operation.

- A lot of time was spent in September with BAR Environmental and Garney with the setup and replacement of Lift station 3. The Mission SCADA system was set up with our desired alarms and setpoints and tested.
- We have purchased spare parts for Lift station 5, such as a replacement breaker and motor starters with overloads.

Type	Month	Fiscal Year	Remaining Balance (1)
Repair & Maintenance Cap	$7,772.27	$61,628.08	$88,371.92
Chemical Cap	$1,555.40	$4,592.90	$32,725.10
Sludge Cap	$0.00	$13,352.47	$71,647.53

(1) Annual Repair & Maintenance Budget - $150,000.00
Annual Sludge Cap Budget - $85,000.00
Annual Chemical Budget - $37,318.00

NOTE: Expenses are applied to the Caps once Inframark has paid the invoices.

Capital Expenditures Procured by the Town of Mount Carmel

Type	Month	Fiscal Year
Residential Pump Maintenance	$18,520.00	$37,040.00
WWTP Maintenance	$0.00	$0.00
Machinery & Equipment Rental	$41,860.40	$83,720.80
TOTAL	$60,380.40	$120,760.80

Please refer to the attachments for the operational and maintenance tracking financial reports.

Health & Safety

- There were no recordable injuries for the month of September 2026.
- Safety training is assigned to each team member individually and is completed on-line.
- Weekly Process Control Meetings are held weekly on Wednesdays, and safety topics are addressed during these meetings.

Personnel

- Lab Technician Kaitlyn Welsch has scheduled her Grade I Wastewater Treatment certification October 26th.

INFRAMARK
WATER INFRASTRUCTURE OPERATIONS

October 15, 2026
Mount Carmel STP
Permit Number TN0062057
Reporting Period: September 2026
Re: DMR Cover Letter

There were no excursions to the NPDES permit during the month of September 2026.

The Mount Carmel STP, laboratory, and lift stations are operated and maintained by Inframark. The Town of Mount Carmel maintains responsibility for the collection system lines. If you have any questions or require additional information, please call me at (423)387-2369.

Sincerely,

Anthony C. Arnold
Project Manager – Mount Carmel STP

Enclosures

Distribution: Tyler Williams, Town of Mount Carmel
Jason Salyer, Town of Mount Carmel
William Parks, TDEC-DWR
Matthew Malone, Inframark

MOUNT CARMEL

A place to put down roots

LEGISLATIVE MEMORANDUM			
Date	October 22, 2026	**Agenda Item**	Ordinance 26-551 (2nd Reading)
Prepared By	Tyler Williams, Town Manager	**Department**	Administration

Summary

Ordinance No. 26-551 repeals and replaces Ordinance No.23-518, which prohibits parking upon designated public streets, roadways, and rights-of-way within the Town.

The replacement ordinance preserves the original intent and general no-parking prohibition while establishing limited exceptions for circumstances in which temporary parking may be reasonable and necessary. It also removes the existing temporary-permit process and authorizes law-enforcement officers to evaluate exceptions based on the specific circumstances and applicable public-safety considerations.

Fiscal Impact

None.

Staff Reccomendation

Staff reccomends approval.

Attachments

Ordinance 26-551
Ordinance 23-518

MOUNT CARMEL

A place to put down roots

ORDINANCE # 26 – 551

AN ORDINANCE OF THE TOWN OF MOUNT CARMEL, TENNESSEE REPLACING ORDINANCE NO. 23-518 AND REGULATING PARKING ON PUBLIC STREETS

WHEREAS, the Town of Mount Carmel previously adopted Ordinance No. 23-518 to prohibit parking upon designated public streets, roadways, and rights-of-way within the Town; and

WHEREAS, the Board of Mayor and Aldermen desires to preserve the general parking prohibition established by Ordinance No. 23-518 while revising the ordinance to recognize limited exceptions for commercial and service vehicles, parties and private gatherings, special events, emergencies, and extreme weather conditions; and

WHEREAS, the Board further desires to authorize law-enforcement officers to exercise reasonable discretion in applying these exceptions while protecting traffic movement, emergency access, adjoining property, and public safety; and

WHEREAS, the Board finds it appropriate to repeal and replace Ordinance No. 23-518 in its entirety to incorporate these revisions and provide clear and consistent enforcement standards;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, AS FOLLOWS:

SECTION 1. No parking is allowed on the paved portion of any street within the Town of Mount Carmel.

SECTION 2. The prohibition established by Section 1 shall not apply to the following temporary parking:

1. **Commercial and Service Vehicles.** A commercial, delivery, contractor, utility, moving, or service vehicle temporarily parked while its operator or occupants are actively engaged in loading, unloading, pickup, delivery, construction, repair, maintenance, landscaping, utility work, moving activities, or another lawful commercial or service activity at or near the location;
2. **Parties and Private Gatherings.** Vehicles temporarily parked in connection with a party, family gathering, funeral, wedding, religious gathering, or other private gathering;

3. **Special Events.** Vehicles temporarily parked in connection with a community activity or other public or private special event;
4. **Governmental and Emergency Activities.** Authorized emergency-response vehicles, law-enforcement vehicles, government vehicles, public-utility vehicles, and vehicles being used for road construction, public maintenance, or another governmental or public purpose;
5. **Extreme Weather Conditions.** Vehicles temporarily parked because of snow, ice, flooding, severe storms, extreme temperatures, or other hazardous weather conditions, when such parking is reasonably necessary to protect persons or property or to permit the safe movement, shelter, or operation of the vehicle;
6. **Emergencies and Mechanical Failures.** A vehicle temporarily stopped or left standing because of an emergency, mechanical failure, traffic condition, collision, or the direction of a law-enforcement officer; and

SECTION 3. An exception under Section 2 shall apply only for the period reasonably necessary to accomplish the activity or address the circumstances giving rise to the exception.
No exception authorizes a vehicle to:

1. Obstruct the safe and orderly movement of traffic;
2. Prevent or materially restrict access by emergency vehicles;
3. Block a driveway, fire hydrant, fire lane, intersection, or traffic-control device;
4. Create an unreasonable hazard to motorists, pedestrians, or adjoining property; or
5. Violate any other applicable federal, state, or local law.

SECTION 4. A law-enforcement officer may exercise reasonable discretion in determining whether parking qualifies for an exception under this ordinance and whether the location or continued presence of a vehicle creates a public-safety or access concern.

A law-enforcement officer may direct that a vehicle be moved, relocated, or removed if the officer reasonably determines that the vehicle creates a traffic hazard, obstructs the roadway, restricts emergency access, unreasonably interferes with access to adjoining property, or otherwise threatens public safety. Failure to comply with an officer's lawful direction constitutes a violation of this ordinance. As such, a violation of this ordinance shall be enforced as illegal parking pursuant Title 15, Chapter 7 of the Mount Carmel Municipal Code, as amended, including the citation procedures and penalties established therein.

SECTION 5. Any person violating this ordinance shall be subject to the penalties and enforcement remedies authorized by the municipal code and applicable law. Each day that a violation continues shall constitute a separate offense.

SECTION 6. Ordinance No.23-518 is hereby repealed and replaced in its entirety by this ordinance. All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict.

SECTION 7. This ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

Voting by the Board, as follows, September 24, 2026, First Reading:

	AYES	NAYS	OTHER
Alderman Darby Patrick	x		
Alderman James Cross	x		
Alderman Mindy Shugart	x		
Alderman Philip Binstock	x		
Alderman Jim Gilliam	x		
Vice-Mayor Jim Bare	x		
Mayor John Gibson	x		

Voting by the Board, as follows, October 22, 2026, Second Reading:

	AYES	NAYS	OTHER
Alderman Darby Patrick			
Alderman James Cross			
Alderman Mindy Shugart			
Alderman Philip Binstock			
Alderman Jim Gilliam			
Vice-Mayor Jim Bare			
Mayor John Gibson			

_____
John K. Gibson, Mayor

ATTEST:

_____
Tiffany Bishop
Town Recorder

APPROVED AS TO FORM:

_____
Matthew Matney, Town Attorney

ORDINANCE NO. 23-518

TOWN OF MOUNT CARMEL, TENNESSEE

AN ORDINANCE OF THE TOWN OF MOUNT CARMEL TENNESSEE TO REPEAL AND REPLACE TITLE 15 "MOTOR VEHICLES TRAFFIC AND PARKING", CHAPTER 6 "PARKING" OF THE MOUNT CARMEL MUNICIPAL CODE

WHEREAS, the Town of Mount Carmel Board of Mayor and Aldermen wish to revise the Ordinance governing parking within the municipal boundaries of the Town of Mount Carmel.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE TOWN OF MOUNT CARMEL TENNESSEE THAT CHANGES BE MADE AS FOLLOWS:

Section 1. Title 15 "Motor Vehicles Traffic and Parking", Chapter 6 "Parking", is repealed in it's entirety.

Section 2. Title 15 "Motor Vehicles Traffic and Parking", Chapter 6 "Parking", is replaced with the following:

No parking is allowed on the paved portion of any street within the Town of Mount Carmel except in the event of extreme inclement weather conditions. Temporary parking permits may be issued at the discretion of the Chief of Police in order to accommodate other temporary on street parking due to exigent circumstances .

Section 3. If any provision herein should conflict with other provisions of the Mount Carmel Code of Ordinances the most restrictive provisions shall apply.

This Ordinance shall take effect immediately upon final passage and publication, the public welfare requiring it.

Pat Stilwell, Mayor

PAT STILWELL, Mayor

Attest:

EMILY WOOD, Town Recorder

APPROVED AS TO FORM:

Town Attorney

MOTION: Alderman Jim Bare			
SECOND: Alderman Jim Gilliam			
1st READING	AYES	NAYS	OTHER
Alderman Jim Bare	X		
Alderman John Gibson		X	
Alderman Jim Gilliam	X		
Alderman Darby Patrick	X		
Alderman Mindy Shugart	X		
Vice-Mayor Tresa Mawk	X		
Mayor Pat Stilwell	X		
TOTALS	6	1	-

MOTION: Alderman Mindy Shugart			
SECOND: Alderman Jim Bare			
2nd READING	AYES	NAYS	OTHER
Alderman Jim Bare	X		
Alderman John Gibson		X	
Alderman Jim Gilliam	X		
Alderman Darby Patrick		X	
Alderman Mindy Shugart	X		
Vice-Mayor Tresa Mawk		X	
Mayor Pat Stilwell	X		
TOTALS	4	3	

NEWSPAPER: Kingsport Times-News Published: _____

MOUNT CARMEL

A place to put down roots

LEGISLATIVE MEMORANDUM			
Date	October 22, 2026	**Agenda Item**	Ordinance 26-552
Prepared By	Tyler Williams, Town Manager	**Department**	Administration

Summary

Ordinance No. 26-552, amends Title 7, Chapter 2, of the Mount Carmel Municipal Code to establish provisions for the recovery of costs incurred by the Town in responding to and mitigating hazardous materials incidents.

Currently, the Town's Municipal Code does not specifically address the recovery of expenses associated with hazardous materials response operations. As a result, costs incurred during these incidents may be absorbed by the Town, regardless of the circumstances surrounding the incident. The proposed amendment is intended to ensure that the financial burden of responding to hazardous materials incidents is assigned to the owner of the materials involved rather than being borne entirely by Town taxpayers. This applies not only to incidents within the corporate limits of the Town, but also to mutual aid calls.

Fiscal Impact

None.

Staff Reccomendation

Staff reccomends approval.

Attachments

Ordinance 26-552

MOUNT CARMEL

A place to put down roots

ORDINANCE # 26 – 552

AN ORDINANCE OF THE TOWN OF MOUNT CARMEL, TENNESSEE AMENDING TITLE 7 "FIRE PROTECTION AND FIREWORKS," CHAPTER 2 "FIRE CODE," OF THE MOUNT CARMEL MUNICIPAL CODE

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, AS FOLLOWS:

SECTION 1. That Title 7 "Fire Protection and Fireworks," Chapter 2 "Fire Code," of the Municipal Code be amended by adding the following section:

7-208. <u>Hazardous Materials Incident Reimbursement.</u>

(A) All costs related to and resulting from a spill or release of hazardous or dangerous chemicals shall be the responsibility of the owner of said chemicals. The Town of Mount Carmel shall recover all costs related to the mitigation of a hazardous materials incident by charging the owner of the material(s) involved in the incident.

(B) Reimbursement shall include, but not be limited to, personnel costs, including regular and overtime rates for any and all Town of Mount Carmel personnel involved in the operation; personnel costs for outside experts and consultants rendered on a per diem or fee basis or for services of an intermittent or advisory nature; transportation costs including vehicle rental for evacuation of the public, the transportation of emergency personnel, and for the transportation of equipment and supplies; utility costs related to the incident including power, water, communications, and other services; contractual services including scientific and/or analysis of substances and decontamination services for cleaning and/or decontaminating personal clothing, protective clothing, chemical suits, protective equipment, tools, appliances, hose, vehicles and other related equipment or supplies; commodities, such as protective gear, protective clothing, chemical suits, tools, chemicals, supplies and similar materials purchased for, and expended during, the incident; replacement costs for durable equipment declared a total loss as a result of contamination or damage during the incident; rental costs for the use of equipment owned by others used specifically during the incident.

(C) The provisions of this section shall apply to hazardous materials incidents occurring within the corporate limits of the Town of Mount Carmel and to incidents occurring outside the corporate limits when the Town's Fire Department or other authorized personnel respond pursuant to a mutual aid agreement, interlocal agreement, request for emergency assistance, or other authority recognized under Tennessee law. For incidents occurring outside the Town's corporate limits, the Town may seek reimbursement of its reasonable, necessary, and documented response expenses from the requesting jurisdiction, the responsible party, or another legally obligated entity, to the extent authorized by applicable law and the terms of any governing mutual aid or interlocal agreement. Nothing in this section shall be construed to supersede an existing mutual aid agreement, create an obligation for reimbursement where none exists under applicable law or agreement, or authorize the collection of costs otherwise prohibited by law.

(D) For purposes of this section, "hazardous materials" shall mean any substance, chemical, compound, material, or waste, whether solid, liquid, or gaseous, that, because of its quantity, concentration, physical characteristics, chemical properties, or potential for release, presents or may present a substantial danger to public health, safety, property, or the environment. Hazardous materials shall include, but not be limited to, flammable or combustible liquids and gases, explosives, toxic substances, corrosive materials, oxidizers, radioactive materials, hazardous wastes, petroleum products, and any other materials classified or regulated as hazardous under applicable federal or state law. A "hazardous materials incident" shall mean any actual or threatened spill, leak, discharge, release, escape, or uncontrolled exposure involving hazardous materials that requires an emergency response, containment, mitigation, decontamination, or other protective action.

SECTION 2. This ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

Voting by the Board, as follows, October 22, 2026, First Reading:

	AYES	NAYS	OTHER
Alderman Darby Patrick			
Alderman James Cross			
Alderman Mindy Shugart			
Alderman Philip Binstock			
Alderman Jim Gilliam			
Vice-Mayor Jim Bare			
Mayor John Gibson			

Voting by the Board, as follows, November 19, 2026, Second Reading:

	AYES	NAYS	OTHER

_____
John K. Gibson, Mayor

ATTEST:

_____
Tiffany Bishop
Town Recorder

APPROVED AS TO FORM:

_____
Matthew Matney, Town Attorney

MOUNT CARMEL

A place to put down roots

LEGISLATIVE MEMORANDUM			
Date	October 22, 2026	**Agenda Item**	Resolution 26-694
Prepared By	Tyler Williams, Town Manager	**Department**	Administration

Summary

This Resolution approves a five-year extension of the Town's existing Professional Engineering Services Agreement with Mattern & Craig, Inc., extending the contractual relationship through March 31, 2032.

The Town entered into a five-year professional engineering services agreement with Mattern & Craig, Inc., beginning April 1, 2022. Under this agreement, the firm provides miscellaneous engineering services on an as-needed basis, assisting the Town with infrastructure improvements, capital projects, and other municipal engineering needs.

Fiscal Impact

None.

Staff Reccomendation

Staff reccomends approval.

Attachments

Resolution 26-694
Amendment to Professional Services Agreement
Professional Services Agreement (2022)

MOUNT CARMEL

A place to put down roots

RESOLUTION 26-694

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE, APPROVING A FIVE-YEAR EXTENSION OF THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MATTERN & CRAIG, INC.

WHEREAS, the Town of Mount Carmel entered into a Professional Engineering Services Agreement with Mattern & Craig, Inc., commencing April 1, 2022, for the provision of miscellaneous engineering services on an as-needed basis; and

WHEREAS, the original Agreement provides for a term of five (5) years, expiring March 31, 2027, and permits amendments or modifications through a duly executed written instrument; and

WHEREAS, Mattern & Craig, Inc. has provided professional engineering services to the Town, and the Board of Mayor and Aldermen finds that the Town has maintained a satisfactory working relationship with the firm; and

WHEREAS, the Town desires to maintain continuity in professional engineering services, preserve institutional knowledge of Town infrastructure and ongoing projects, and ensure the continued availability of qualified engineering assistance; and

WHEREAS, Tennessee Code Annotated § 12-4-107(a)(1)(D) provides an exception to the qualifications-based selection process for municipalities having a satisfactory existing working relationship for architectural or engineering services, allowing the expansion of such services when they are within the technical competency of the existing firm; and

WHEREAS, the Board of Mayor and Aldermen finds that the continued provision of miscellaneous engineering services contemplated by the Agreement is within the technical competency of Mattern & Craig, Inc., and that extending the existing professional relationship is in the best interest of the Town;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 22nd day of October, 2026, that

SECTION 1. The Board of Mayor and Aldermen hereby approves a five (5) year extension of the existing Professional Engineering Services Agreement between the Town of Mount Carmel and Mattern & Craig, Inc., commencing April 1, 2027, and continuing through March 31, 2032.

SECTION 2. Mattern & Craig, Inc. shall continue to provide professional engineering services on an as-needed basis, subject to the terms and conditions of the existing Agreement and any duly executed amendments thereto. Individual projects and assignments shall remain subject to authorization by the Town.

SECTION 3. Except as expressly modified by a written amendment, all other provisions of the existing Agreement shall remain in full force and effect. Compensation shall be based upon the applicable hourly rate schedule and reimbursable expenses as agreed upon by the parties.

SECTION 4. The Mayor is hereby authorized to execute, on behalf of the Town of Mount Carmel, an appropriate written amendment memorializing the five-year extension, subject to review and approval as to form by the Town Attorney.

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

ADOPTED this 22nd day of October, 2026

_____
John K. Gibson, Mayor

Attest:

_____
Tiffany Bishop, Town Recorder

FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT

BETWEEN

THE TOWN OF MOUNT CARMEL, TENNESSEE

AND

MATTERN & CRAIG, INC.

This First Amendment to Professional Engineering Services Agreement (hereinafter referred to as the "Amendment") is made and entered into this 22nd day of October, 2026, by and between the **Town of Mount Carmel, Tennessee**, a municipal corporation organized and existing under the laws of the State of Tennessee (hereinafter referred to as the "Town"), and **Mattern & Craig, Inc.** (hereinafter referred to as the "Engineer").

WHEREAS, the Town and Engineer previously entered into a Professional Engineering Services Agreement (hereinafter referred to as the "Agreement") for the provision of miscellaneous professional engineering services on an as-needed basis; and

WHEREAS, the parties acknowledge that their professional engineering services relationship commenced April 1, 2022, and desire to continue that relationship for an additional five (5) years; and

WHEREAS, the Engineer has provided professional engineering services to the Town, and the Town has determined that the Engineer has maintained a satisfactory working relationship and possesses the technical competency necessary to continue providing such services; and

WHEREAS, Tennessee Code Annotated § 12-4-107(a)(1)(D) provides an exception to the qualifications-based selection process for the expansion of professional engineering services within the technical competency of a firm with which a municipality maintains a satisfactory existing working relationship; and

WHEREAS, the Board of Mayor and Aldermen, by Resolution No. 26-694, adopted on October 22, 2026, authorized a five-year extension of the existing Agreement; and

WHEREAS, the parties desire to memorialize the extension in writing and otherwise maintain the existing terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of these facts, the parties hereto agree as follows:

1. **Term**: The term of the existing Professional Engineering Services Agreement is hereby extended for an additional period of five (5) years, commencing April 1, 2027, and continuing through March 31, 2032, unless earlier terminated in accordance with the provisions of the Agreement.

2. **Scope**: The Engineer shall continue to provide professional engineering services to the Town on an as-needed basis, consistent with the scope of services and procedures established in the existing Agreement.

   Individual projects, assignments, and associated expenditures shall remain subject to authorization by the Town in accordance with the Agreement and applicable municipal purchasing procedures.

   Nothing contained herein shall obligate the Town to assign any minimum quantity or value of engineering services to the Engineer.

3. **Compensation**: Compensation for professional engineering services shall continue to be governed by the provisions of the existing Agreement, including the applicable hourly rate schedule and reimbursable expenses.

   Any adjustments to hourly rates or compensation shall be made in accordance with the provisions of the Agreement and subject to approval by the Town.

4. **Continuation of Existing Terms**: Except as expressly amended herein, all terms, conditions, provisions, responsibilities, and obligations contained in the existing Professional Engineering Services Agreement shall remain unchanged and in full force and effect.

   In the event of any conflict between the provisions of this Amendment and the existing Agreement, the provisions of this Amendment shall control.

5. **Termination**: The rights and obligations of the parties concerning termination of the Agreement shall remain as established in the existing Agreement. Nothing in this Amendment shall limit or otherwise modify the termination rights of either party.

6. **Authority**: The parties represent that they possess the necessary authority to enter into this Amendment and that the individuals executing this Amendment are duly authorized to bind their respective parties.

7. **Effective Date**: This Amendment shall become effective upon execution by both parties, with the extended contractual term commencing April 1, 2027.

8. **Governing Law**: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Professional Engineering Services Agreement on the dates indicated below.

Town of Mount Carmel	**Mattern & Craig, Inc.**
Signature: _____	Signature: _____
Name: John K. Gibson	Name: _____
Title: Mayor	Title: _____
Date: _____	Date: _____

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 4/1/22 ("Effective Date") between the Town of Mount Carmel ("Owner") and Mattern & Craig, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: ***Miscellaneous Hourly Engineering Services*** ("Project").

Engineer's services under this Agreement are generally identified as follows:
The OWNER may, from time to time, require Professional Services of a limited scope and/or intermittent schedule. Such projects shall be further described by the ENGINEER, in writing, and approved by the OWNER prior to initiation of the work. ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period: (none). If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. This Agreement shall be effective and applicable for Five (5) years from the Effective Date of the Agreement.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

2. Engineer's current Standard Hourly Rates are attached as Appendix 1.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the

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extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply

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with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in

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any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating,

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relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Town of Mount Carmel**

By: _____

Print name: Pat Stillwell

Title: Mayor

Date Signed: Pat Stillwell, Mayor 3/29/22

Engineer: **Mattern & Craig, Inc.**

By: Jason Carder

Print name: Jason Carder

Title: Principal

Date Signed: 3/24/2022

Engineer License or Firm's Certificate No. (if required):

PE # 110081

State of: TN

Address for Owner's receipt of notices:

100 Main Street East
Mount Carmel, TN 37645

Address for Engineer's receipt of notices:

429 Clay Street
Kingsport, TN 37660

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2025 Standard Billing Rate Table
Mattern & Craig
June 1, 2025

Employee Types	Employee Type (Category) Billing Rate ($/Hr.)	
Sr. Principal	$	270.00
Sr. Division Manager	$	245.00
Sr. Environmental Specialist	$	230.00
Principal	$	215.00
Sr. Engineering Specialist	$	210.00
Division Manager	$	200.00
Sr. Project Manager	$	200.00
Project Manager	$	160.00
Engineering Specialist	$	155.00
Lead Project Engineer	$	145.00
Sr. Construction Manager	$	130.00
Project Engineer	$	135.00
Environmental Scientist	$	130.00
Sr. Survey Manager	$	135.00
Construction Manager	$	125.00
Survey Manager	$	130.00
Survey Supervisor	$	125.00
Sr. Engineering Technician	$	115.00
Associate Engineer	$	115.00
Sr. Design Technician	$	110.00
Graduate Engineer	$	100.00
Sr. Resident Project Representative (Sr. RPR)	$	100.00
Design Technician	$	90.00
Survey Crew Chief	$	90.00
Sr. Administrative Assistant	$	90.00
Administrative Assistant	$	85.00
Resident Project Representative (RPR)	$	85.00
Survey Field Technician II	$	75.00
Survey CAD Technician	$	70.00
Assistant RPR	$	60.00
Survey Field Technician I	$	55.00
Intern	$	50.00

Employee Type (Category) Billing Rates listed above are valid through May 31, 2026. On June 1, 2026, Employee Type (Category) Billing Rates may be adjusted to meet market conditions.

Vehicle mileage will be charged at the published Std. IRS Mileage rate unless modified by individual contract language. All other Direct Project Expenses (i.e., Copying, Shipping, Postage, Meals, Lodging, Supplies, etc.) will be invoiced 1.10 times the actual cost. All subconsulants charges will be invoiced at a rate of 1.15 times the amount of the subconsultant's invoice.

MOUNT CARMEL

A place to put down roots

LEGISLATIVE MEMORANDUM			
Date	October 22, 2026	**Agenda Item**	Resolution 26-695
Prepared By	Tyler Williams, Town Manager	**Department**	Administration

Summary

The Town of Mount Carmel has been awarded $2,480 through the Public Entity Partners (PEP) Property Conservation Matching Grant Program. These funds will be used to reimburse the Town's expenses for security cameras at our Recycling Center.

This Resolution formally authorizes the Town's participation in the Property Conservation Matching Grant Program and acknowledges its commitment to provide the required local match.

Fiscal Impact

$2,480 in reimbursement grant funding.

Staff Reccomendation

Staff reccomends approval.

Attachments

Resolution 26-695
PEP Grant Award Letter

MOUNT CARMEL

A place to put down roots

RESOLUTION 26-695

A RESOLUTION AUTHORIZING THE TOWN OF MOUNT CARMEL TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS PROPERTY CONSERVATION MATCHING GRANT PROGRAM

WHEREAS, the citizens of the Town of Mount Carmel have entrusted this administration with the care and custody of city-owned property; and

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the Town of Mount Carmel; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the PROPERTY CONSERVATION MATCHING GRANT PROGRAM;

WHEREAS, the Town of Mount Carmel now seeks to participate in this important program.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 22nd day of October, 2026, that:

SECTION 1. That the Town of Mount Carmel is hereby authorized to submit application for the PROPERTY CONSERVATION MATCHING GRANT PROGRAM through the Loss Control Department of Public Entity Partners.

SECTION 2. That the Town of Mount Carmel is further authorized to provide a matching sum for any monies provided by this grant.

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

ADOPTED this 22nd day of October, 2026.

_____

John K. Gibson, Mayor

Attest: _____

Tiffany Bishop, Town Recorder

Mount Carmel, TN 37645

Subject: PROPERTY CONSERVATION GRANT – APPROVED

Congratulations! This letter serves as official notification to the Town of Mount Carmel that you have been **approved** for the 2026-2027 Property Conservation Matching Grant Program, for which you applied.

A Grant in the amount of $2,480.00 was approved for your requested items. The PAID receipts for the approved items along with the invoices for the approved items must amount to *at least $4,960.00* to be eligible to receive the full reimbursement of $2,480.00**.** Your 2026-2027 Priority Classification Rating is Class III.

Important! The deadline for all reimbursement receipts is April 1, 2027. If you have already sent us **proof of payment** for approved purchases, you will be receiving your Grant check shortly. If you have not sent this information, please do so by **April 1, 2027,** along with a copy of this notification. Please keep in mind that if we do not receive reimbursement items in a timely manner you may jeopardize your eligibility to receive funding the following fiscal year. If proof of payment is not received by this date, your reimbursement dollars may be reappropriated. Your check will not be processed until we have verification of payment. Please see list of mandatory items needed for reimbursement below.

GRANT REIMBURSEMENT CHECKLIST:

1. **"Notification of Approval" letter**
2. **Signed Resolution/Motion**
3. **Cover sheet listing description of items purchased, quantities, and grand total of all purchases. All receipts must follow in order of cover sheet.**
4. **Two proofs of payment which must include the following:**
   - A. **CANCELLED check/bank statement OR credit card receipt/credit card statement**
   - B. **Copy of invoice OR purchase order (serving as the backup to the cancelled check or credit card receipt). Submitting invoices alone will not be accepted.**

Forward all receipts/documentation to:
Tahtia Mitchell
Grant & Scholarship Program
Email: Tmitchell@PEpartners.org or Fax: 615-371-9212

Best Regards,

Chester Darden
Director of Loss Control

MOUNT CARMEL

A place to put down roots

LEGISLATIVE MEMORANDUM			
Date	October 22, 2026	**Agenda Item**	Surplus Items
Prepared By	Tyler Williams, Town Manager	**Department**	Administration

Summary

The purpose of this item is to seek BMA authorization to surplus the following items:

1. Fire Hose and Adapters. To be donated to Striggersville Volunteer Fire Department.

2. 21' Hudson Equipment Trailer; North Star 55 gal skid sprayer; 32" backhoe bucket; 12" ditch style backhoe bucket. To be auctioned on GovDeals.

Fiscal Impact

Minimal fiscal impact from sale of items.

Staff Reccomendation

Staff reccomends approval.

Attachments

None

MOUNT CARMEL

A place to put down roots

LEGISLATIVE MEMORANDUM			
Date	October 22, 2026	**Agenda Item**	Library Board Re-Appointment
Prepared By	Tyler Williams, Town Manager	**Department**	Administration

Summary

Barbara Cogliano currently serves on the Library Board of Trustees and is being recommended for reappointment to an additional three-year term beginning July 1, 2026, and ending June 30, 2029.

Pursuant to Article IV, Section 2 of the Bylaws of the Mount Carmel Public Library Board of Trustees, appointments to the Board are for a term of three (3) years and are made by the BMA.

Fiscal Impact

None.

Staff Reccomendation

Staff reccomends approval.

Attachments

None