



RESOLUTION 26-681

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE APPOINTING TYLER WILLIAMS AS TOWN MANAGER

WHEREAS, the Board of Mayor and Aldermen of the Town of Mount Carmel appointed Tyler S. Williams to serve as Acting Town Manager pursuant to Resolution No. 2026-680 effective June 11, 2026; and

WHEREAS, since his appointment as Acting Town Manager, Tyler S. Williams has successfully administered the day-to-day operations of the Town, ensured continuity of municipal services, implemented Board policies, and provided effective leadership during a period of administrative transition; and

WHEREAS, the Mayor has conducted discussions and negotiations with Tyler S. Williams regarding a permanent appointment and has reviewed and negotiated an Employment Agreement governing the terms and conditions of his service as Town Manager;

WHEREAS, the Board finds that Tyler S. Williams possesses the qualifications, experience, institutional knowledge, and leadership necessary to serve as Town Manager and to advance the goals and objectives of the Town of Mount Carmel; and

WHEREAS, the Board has reviewed and approved an Employment Agreement with Tyler S. Williams governing the terms and conditions of his service as Town Manager, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 25th day of June, 2026, that

SECTION 1. Tyler S. Williams is hereby appointed Town Manager for the Town of Mount Carmel, Tennessee, effective June 25, 2026.

SECTION 2. The Employment Agreement attached hereto and incorporated herein by reference as "Exhibit A" is hereby approved and the Mayor is authorized to execute the same.

SECTION 3. The Town Manager shall possess and exercise all powers, duties, and responsibilities assigned to the office of Town Manager by the Town Charter, Municipal Code, ordinances, resolutions, and applicable law, subject to the direction and oversight of the Board of Mayor and Aldermen.

SECTION 4. The Board finds that this appointment promotes the efficient administration of municipal affairs, ensures continuity of government operations, and advances the long-term interests of the Town and its residents.

SECTION 5. Any prior resolutions or actions inconsistent with this appointment are hereby superseded. Resolution No. 2026-680 shall remain effective only insofar as necessary to document prior service as Acting Town Manager.

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

ADOPTED this 25th day of June, 2026.



John K. Gibson, Mayor

Attest:



Tyler S. Williams, CMFO
Town Recorder



Employment Agreement

Town Manager

This Agreement, made and entered in to this 25th day of June, 2026, by and between the Town of Mount Carmel, Tennessee, (hereinafter called "Employer") and Tyler S. Williams, (herein after called "Employee") an individual who has the education, training, and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

ARTICLE I

Section 1.01: Term

This Agreement will remain in full force and effect until such time as it is terminated pursuant to the provisions of this Agreement.

Section 1.02: Duties and Authority

A. Employer agrees to employ Tyler S. Williams as Town Manager to perform the functions and duties specified in the Charter of the Town of Mount Carmel, and by the Municipal Code of the Town of Mount Carmel, including those duties delegated to the Town Manager/Town Administrator as outlined in Ordinance No. 17-463, and to perform other legally permissible and proper duties and functions as assigned by Employer.

B. Employee shall be the chief executive officer of the Employer and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and Employer policies, rules, and ordinances as they exist or may hereafter be amended.

C. Except as may be provided otherwise by applicable law, or regulation, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies of the governing body and the ordinances and charter of the Employer, which authority may be delegated by Employee to such other employees as Employee deems appropriate.

D. Except as may be provided otherwise by applicable law, or regulation, Employee shall have the authority to establish internal regulations, rules, and

procedures which the Employee deems necessary for the efficient and effective operation of the Employer.

Section 1.03: Ethical Commitments

The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Tennessee. Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics.

ARTICLE II

Section 2.01: Hours of Work

The Employee shall work a minimum of 40 hours per week, including sick leave, holidays, vacation, etc., with such hours to be set by Employer in accordance with standard operating hours of the Employer.

Section 2.02: Compensation

A. Employer agrees to pay Employee an annual base salary of \$115,000.00 payable in installments at the same time that the other employees of the Employer are paid.

B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided for or required by the Employer's compensation policies to include all yearly cost of living (COLA) salary adjustments on the same basis as applied to other employees. However, Employee shall not be included in Employer's Pay Plan and is not eligible for annual anniversary step raises.

Section 2.03: Health, Disability, Life Insurance, Retirement and Other Benefits

Employer agrees to provide, and Employee shall be entitled to, the same level of insurance and retirement benefits provided to other employees.

Section 2.04: Leave

Upon commencement of this Agreement, the Employee shall be credited with 40 accrued sick leave hours and 80 accrued vacation leave hours. In addition, Employee shall be eligible to accrue sick leave at the same rate as all other employees, which is 4

hours per pay period as defined in Section 4.2 of the Employer's "Personnel Policies and Procedures," document (Eff. 7/01/26). Employee shall also be eligible to accrue vacation leave as defined in Section 4.1 of the Employer's "Personnel Policies and Procedures," document (Eff. 7/01/26). at the 11-15 years of service row (160 hours/year).

Additionally, Employee will be granted executive leave as defined in Section 3.6 of the Employer's "Personnel Policies and Procedures," document (Eff. 7/01/26) and permitted to utilize it consistently with the terms defined therein.

Section 2.05: Professional Development

Employer agrees to budget for and to pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional growth and development, and for the good of the Town.

Employer agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel to meetings, seminars, institutes and other events appropriate to continue the professional development of Employee and to adequately pursue necessary official functions for the Town, including but not limited to the Annual Conference of the International City/County Management Association (ICMA), the Tennessee Municipal League (TML), and the Tennessee City Management Association (TCMA).

The Employee shall advise the Board of Mayor and Aldermen, in writing or by e-mail, of attendance at professional meetings requiring overnight stay prior to leaving the Town. The Board shall not require Employee to use vacation leave when participating in professional development activities.

Section 2.06: Community Involvement

Employer recognizes the desirability of the Employee's participation in local civic and community organizations in order that he maintain continuing awareness of community attitudes and ideas. In support of this involvement, Employer will pay the approved dues and/or membership fees of civic, business, and community organizations in which the Employee is an active member.

ARTICLE III

Section 3.01: Resignation

Employee may terminate this Agreement by providing a minimum of 30 days' notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law.

Section 3.02: Termination With Cause

Termination with Cause may occur upon a finding that the employee: (a) has been convicted of a felony or crime involving moral turpitude; or (b) has engaged in actions deemed by the Employer to be conflicts of interest as defined by State law or in the Town's Personnel Rules and Regulations; or (c) has engaged in actions deemed by the Employer to constitute gross negligence; or (d) has engaged in conduct or activities deemed by the Employer to be detrimental to the good name and reputation of the Employer, provided that the Employee was given written notice of specific allegations of such inappropriate conduct, and that the Employee failed to substantially cure such alleged deficiencies within thirty (30) days.

Section 3.03: Termination Without Cause

A. Termination without cause may occur in Tennessee at any time, for any reason, with exceptions as defined by the Tennessee Department of Labor. For the purpose of this Agreement, termination without cause shall occur when:

- a. The majority of the governing body votes to terminate the Employee at a properly posted and duly authorized public meeting.
- b. If the Employer, citizens or legislature acts to amend any provisions of the Charter or Code pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- c. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.
- d. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

B. In recognition of the professional, nonpartisan role of the Town Manager and the desirability of maintaining stability and continuity in the administration of municipal operations following municipal elections, a political cooling off period is hereby established.

If the Employee is involuntarily terminated by the Town without cause within six (6) months following any regular or special municipal election, or appointment of an

elected official, resulting in a change in the membership of the governing body, Employee's severance benefit, as defined under Section 3.04 (A) of this Agreement, shall be increased by six (6) additional months, not to exceed twelve (12) months total compensation.

In addition, the Town shall continue to provide health, dental, and other insurance benefits substantially equivalent to those provided immediately prior to termination for a period of six (6) months or until the Town Manager obtains substantially equivalent employment benefits, whichever occurs first.

C. Employee's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event serve as cause for termination.

Section 3.04: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 3.03. Severance is not available for termination with cause (after due process), or voluntarily resignation.

A. If the Employee is terminated, the Employer shall provide a minimum severance payment based on the following schedule:

Continuous Service	Severance Benefit
0–6 months	2 months base salary
6–12 months	4 months base salary
12–24 months	6 months base salary
24–48 months	9 months base salary
48 months or more	12 months base salary

This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.

B. In the event of Termination Without Cause, Employee shall be compensated for all unused vacation and sick leave as prescribed in the Employer's Personnel Policies and Procedures document.

C. In addition, the Town shall continue to provide health, dental, and other insurance benefits substantially equivalent to those provided immediately prior to termination for a period of six (6) months or until Employee obtains substantially equivalent employment benefits, whichever occurs first.

ARTICLE IV

Section 4.01: Integration

This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. This Agreement may be amended only by mutual consent and an express written agreement signed by the Employer and Employee. Such amendments must be incorporated and made a part of this Agreement.

Section 4.02: Successors in Interest

The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.

Section 4.03: Effective Date

This Agreement becomes effective on June 25, 2026, and will continue until terminated. The compensation benefits outlined in Section 2.02 shall have an effective date of the pay period beginning June 22, 2026.

Section 4.04: Severability

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

Section 4.05: Precedence

In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of Employer's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement must take precedence over contrary provisions of Employer's policies, ordinances, rules, and regulations or any such permissive law during the term of this Agreement.

SIGNATURES FOLLOWING

THIS AGREEMENT has been executed as of the date first hereinabove written.

TOWN OF MOUNT CARMEL, TENNESSEE


By: John K. Gibson, Mayor

Date: 6/25/2026

TYLER S. WILLIAMS


By: Tyler S. Williams, Town Manager

Date: 6-25-26