

TOWN OF MOUNT CARMEL, TENNESSEE

BOARD OF MAYOR AND ALDERMEN MINUTES August 22, 2017

PUBLIC HEARING

A Public Hearing was held at the Town of Mount Carmel City Hall, 100 East Main Street, on August 22, 2017, at 6:00 p.m.

Those present and participating at the meeting:

Eugene Christian, Alderman
Margaret Christian, Alderman
Diane Adams, Alderman
Wanda Davidson, Alderman
Jennifer Williams, Alderman
Carl Wolfe, Vice-Mayor
Chris Jones, Mayor

Those absent:

None

Staff Present:

Tammy Conner, CMFO
Gary Lawson, City Administrator
John Pevy, City Attorney
Johnny Castle, Wastewater Treatment Plant
Jim Heard, Wastewater Treatment Plant Operator
Jeff Jackson, Chief of Police
Vince Pishner, Building Inspector/Stormwater
Jason Salyer, Public Works Director
Sherry Sexton, Animal Control Officer

CALL TO ORDER

The Public Hearing was called to order on August 22, 2017, at 6:00 p.m. by Mayor Chris Jones at Mount Carmel City Hall. Mayor Jones chaired the meeting.

PUBLIC FORUM

A. DISCUSS TRAFFIC CALMING DEVICES.

Following the July 25, 2017, Board of Mayor and Aldermen meeting a speed bump was placed on Walnut Street by the Mount Carmel Public Works Department. The Police Department, the City Administrator, and City Hall received numerous complaints. Later in the day, City Administrator Gary Lawson along with Police Chief Jeff Jackson made the determination to remove the speed hump for safety reasons.

Leota Bennett of 440 Poplar Street realizes there is need for such devices on Town Streets due to all the complaints about speeders. She prefers it not be speed bumps but instead speed tables. She is also opposed to rumble strips due to the noise they create.

Garrett White of 441 Old Hickory Circle is opposed to the use of such devices, and, if the Town plans to place them in an area, then the residents need to be able to vote prior to placement.

Mayor Jones thinks the matter needs to go back before the Traffic Committee for consideration.

Alderman Diane Adams is aware of speeding problems in Ponderosa Subdivision, Brookshire Hills, Tanglewood Subdivision, Marshall Estates and Hammond Estates that the Town needs to address.

Being no further comments from the public, Mayor Chris Jones closed the Public Hearing at 6:09 p.m.

TOWN OF MOUNT CARMEL, TENNESSEE

BOARD OF MAYOR AND ALDERMEN MINUTES August 22, 2017

BOARD OF MAYOR AND ALDERMEN MEETING

A regular meeting of the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, was held upstairs at the Town of Mount Carmel City Hall, 100 East Main Street, on August 22, 2017, at 6:30 p.m.

Those present and participating at the meeting:

Diane Adams, Alderman
Eugene Christian, Alderman
Margaret Christian, Alderman
Wanda Davidson, Alderman
Jennifer Williams, Alderman
Carl Wolfe, Vice-Mayor
Chris Jones, Mayor

Those absent:

Marian Sandidge, City Recorder

Staff Present:

Tammy Conner, CMFO
Gary Lawson, City Administrator
John Pevy, City Attorney
Johnny Castle, Wastewater Treatment Plant
Jim Heard, Wastewater Treatment Plant Operator
Jeff Jackson, Chief of Police
Vince Pishner, Building Inspector/Stormwater
Jason Salyer, Public Works Director
Sherry Sexton, Animal Control Officer

CALL TO ORDER

The Mount Carmel Board of Mayor and Aldermen regularly scheduled meeting was called to order on August 22, 2017, at 6:33 p.m. by Mayor Chris Jones at Mount Carmel City Hall. Mayor Jones also chaired the meeting.

PRAYER AND PLEDGE OF ALLEGIANCE

Alderman Eugene Christian led the Prayer and Dr. Robin L. Adams, USN (Ret.) led the Pledge of Allegiance.

ROLL CALL

Tammy Conner sitting by interchange for Marian Sandidge, City Recorder, conducted roll call. Board members present were Alderman Diane Adams, Alderman Eugene Christian, Alderman Margaret Christian, Alderman Wanda Davidson, Alderman Jennifer Williams, Vice-Mayor Carl Wolfe and Mayor Chris Jones. No members were absent. Attorney John Pevy was also present. An attendance list is attached.

WELCOME FROM THE MAYOR

Mayor Jones welcomed everyone to the meeting and thanked them for attending. He also reminded the visitors who wished to speak during visitor's comments to stand and state their name and address before commenting.

APPROVAL AND/OR CORRECTION OF THE MINUTES

A motion was made by Alderman Margaret Christian and seconded by Vice-Mayor Carl Wolfe to approve the minutes of the Board of Mayor and Aldermen Meeting dated July 25, 2017, and the minutes of the Board of Mayor and Aldermen Special-Called Meeting dated August 15, 2017, and the committee and department reports. The Board unanimously agreed. Motion passed.

VISITORS COMMENTS

Michael Starnes of 1430 Glenmar Avenue told the Board he appreciated how they all worked together to portray a positive image of the Town within the community and to others. He also complimented the Town's employees for their hard work. He enjoys seeing them out in the Town and getting a chance to talk to them.

Claude Lawson, 441 Mimosa continued to request the Town clean out a tile at Buddy Bellamy's house at 443 Mimosa. He said the tile is stopped up and the water runs onto his property.

Ray Jessee of 541 Poplar Street asked if Ordinance 17-458 with AEP also included the 5% franchise fee. It does not.

Leota Bennett of 440 Poplar encouraged the Board to continue research and discuss the options regarding traffic calming devices. She is aware the Town has issues with speeders in the area neighborhoods and on the local streets.

Denise Livesay of 570 Old Hickory asked if the public would have an opportunity to question the TCRS representative presenting the early retirement Bridge program for the policemen and firemen to the Board. She also thanked the Town and its employees for responding to her family tragedy on June 14, 2017.

OLD BUSINESS

A. ORDINANCE NO. 17-456. AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY CHANGING TITLE 12, PREFABRICATED SWIMMING POOLS. (second reading). Mayor Chris Jones presented Ordinance No. 17-456, "AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY CHANGING TITLE 12, PREFABRICATED SWIMMING POOLS." A motion was made by Alderman Eugene Christian and seconded by Vice-Mayor Carl Wolfe to adopt Ordinance No. 17-456 on its second and final reading. Those voting Yes: Alderman Diane Adams, Alderman Eugene Christian, Alderman Margaret Christian, Alderman Wanda Davidson, Alderman Jennifer Williams, Vice-Mayor Carl Wolfe, and Mayor Chris Jones. Those voting No: None. Those Absent: None. Mayor Chris Jones announced that Ordinance No. 17-456 passed on its second and final reading.

B. ORDINANCE 17-458. AN ORDINANCE GRANTING KINGSPORT POWER COMPANY D/B/A AEP APPALACHIAN POWER AN ELECTRIC UTILITY FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF ELECTRICITY DISTRIBUTION AND TRANSMISSION LINES AND OTHER NECESSARY EQUIPMENT AND FACILITIES FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING ELECTRICITY IN, UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, COURTS, ALLEYS, LANES, WAYS, UTILITY EASEMENTS, PARKWAYS, AND PUBLIC GROUNDS OF THE TOWN OF MOUNT CARMEL, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE. (second reading). Mayor Chris Jones presented Ordinance No. 17-458, "AN ORDINANCE GRANTING KINGSPORT POWER COMPANY D/B/A AEP APPALACHIAN POWER AN ELECTRIC UTILITY FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF ELECTRICITY DISTRIBUTION AND TRANSMISSION LINES AND OTHER NECESSARY EQUIPMENT AND FACILITIES FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING ELECTRICITY IN, UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, COURTS, ALLEYS, LANES, WAYS, UTILITY EASEMENTS, PARKWAYS, AND PUBLIC GROUNDS OF THE TOWN OF MOUNT CARMEL, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE." A motion was made by Alderman Eugene Christian and seconded by Alderman Jennifer Williams to adopt Ordinance No. 17-458 on its second and final reading. Those voting Yes: Alderman Diane Adams,

Alderman Eugene Christian, Alderman Margaret Christian, Alderman Wanda Davidson, Alderman Jennifer Williams, Vice-Mayor Carl Wolfe, and Mayor Chris Jones. Those voting No: None. Those Absent: None. Mayor Chris Jones announced that Ordinance No. 17-458 passed on its second and final reading.

NEW BUSINESS

A. ORDINANCE NO. 17-457. AN ORDINANCE AMENDING TITLE 1, "GENERAL ADMINISTRATION", CHAPTER 1, "BOARD OF MAYOR AND ALDERMEN", SECTION 104, "COMPENSATION", OF THE MOUNT CARMEL MUNICIPAL CODE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE. (first reading). Mayor Chris Jones presented Ordinance No. 17-457, "ORDINANCE NO. 17-457. AN ORDINANCE AMENDING TITLE 1, "GENERAL ADMINISTRATION", CHAPTER 1, "BOARD OF MAYOR AND ALDERMEN", SECTION 104, "COMPENSATION", OF THE MOUNT CARMEL MUNICIPAL CODE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE." A motion was made by Alderman Margaret Christian and was seconded by Vice-Mayor Carl Wolfe to open the matter for discussion. The Board unanimously agreed. Motion passed. Alderman Margaret Christian believes the Mayor and the Board members should be treated equally and paid the same. Attorney Pevy told the Board that Tennessee Constitution limits the alteration of an elected officials' salary during his or her term of office. The Board may establish new salaries by ordinance for the board, but they would not go into effect until the commencement of new terms for each member of the Board. He also reminded the Board the reason this matter is coming before them at this time is to clarify the confusion brought to the Town's attention in the recent audit report from the Comptroller's Office. A motion was made by Vice-Mayor Carl Wolfe and seconded by Alderman Jennifer Williams to adopt Ordinance No. 17-457 on its first reading. Those voting Yes: Alderman Diane Adams, Alderman Eugene Christian, Alderman Margaret Christian, Alderman Wanda Davidson, Alderman Jennifer Williams, Vice-Mayor Carl Wolfe, and Mayor Chris Jones. Those voting No: None. Those Absent: None. Mayor Chris Jones announced that Ordinance No. 17-457 passed on its first reading.

B. RESOLUTION NO. 17-558. A RESOLUTION AUTHORIZING THE TOWN OF MOUNT CARMEL TO PARTICIPATE IN THE TML RISK MANAGEMENT POOL SAFETY PARTNERS LOSS CONTROL MATCHING GRANT PROGRAM. Mayor Chris Jones presented Resolution No. 17-558 "RESOLUTION AUTHORIZING THE TOWN OF MOUNT CARMEL TO PARTICIPATE IN THE TML RISK MANAGEMENT POOL SAFETY PARTNERS LOSS CONTROL MATCHING GRANT PROGRAM." The Police Department and the Public Works Department are applying for the grant to buy traffic cones. Following some discussion, a motion was made by Alderman Diane Adams and seconded by Alderman Margaret Christian to adopt Resolution No. 17-558 as presented. The Board unanimously agreed. Motion passed.

C. TENNESSEE CONSOLIDATED RETIREMENT SYSTEM (TCRS) REPRESENTATIVE, TO DISCUSS THE BRIDGE PROGRAM. TCRS Representative Justin Ball came before the Board to answer any questions regarding the Public Safety TCRS Benefit "Bridge Plan." He also brought some written information which is attached to these minutes.

D. PAT HARDY, MTAS, DISCUSS FORMS OF GOVERNMENT. Pat Hardy, Municipal Technical Advisory Service (MTAS) Representative, came before the Board to discuss the pros and cons of the Strong Mayor form of government vs. the Council – Administrator form of government. Currently the Town is Council – Administrator, but prior to that was Strong Mayor. With the City Administrator in the process of retiring both forms of government have been discussed. Attorney Pevy reminded the Board if they chose to return to Strong Mayor an ordinance with two readings would need to be prepared and adopted.

E. "BLUE LINE SOLUTIONS (BLS) REPRESENTATIVE, MARK HUTCHINSON, DISCUSS HAND HELD RADAR UNITS. Mark Hutchinson, Blue Line Solutions (BLS), came before the Board to discuss the company's photo laser system program. After much discussion, a motion was made by Alderman Margaret Christian and seconded Alderman Diane Adams to enter into the contract with BLS once the town attorney has had the opportunity to review it. The Board unanimously agreed. Motion passed.

F. DISCUSS CDBG GRANT APPLICATION FOR THE WASTEWATER TREATMENT PLANT. Community Development Block Grants applications are available yearly to assist Towns and Cities financially in rehabilitation projects. The wastewater treatment plant wishes to apply for the CDBG grant this year to install pre-treatment equipment. A motion was made by Alderman Jennifer Williams and seconded by Alderman Margaret Christian for the Town to begin the process to apply for the grant for the Wastewater Treatment Plant. The Board unanimously agreed. Motion passed.

G. DISCUSS EMPLOYEE HEALTH INSURANCE. City Administrator Gary Lawson told the Board some of the employees are asking the Town to consider a different level of contribution. Currently the Town is contributing 70% of the cost of health insurance with the employees contributing 30%. The below chart shows the different levels of contribution.

**INSURANCE
 COMPARISON FY
 2018**

	70/30	<i>current contribution</i>	75/25		80/20	
		BLUE CROSS		BLUE CROSS		BLUE CROSS
Yearly Cost		\$284,716.32		\$284,716.32		\$284,716.32
Yearly Cost to Town at	70%	\$199,301.42	75%	\$213,537.24	80%	\$227,773.06
			yearly		yearly	
			increase	\$14,235.82	increase	\$28,471.64
			from 70/30		from 70/30	
Yearly Cost to Employees at	30%	\$85,414.90	25%	\$71,179.08	20%	\$56,943.26

A motion was made by Alderman Margaret Christian and seconded by Alderman Diane Adams to open the floor for discussion. The Board unanimously agreed. Motion passed. Following much discussion, a motion was made by Alderman Margaret Christian and seconded by Alderman Diane Adams to postpone the matter until the scheduled workshop on September 5, 2017 at 6:00 p.m. The Board unanimously agreed. Motion passed.

H. DISCUSS STREET SWEEPER PURCHASE. Mayor Jones requested the purchase of a street sweeper be placed on the agenda for further clarification. City Administrator Gary Lawson told the Board there were several options to consider. The Town could purchase a new street sweeper for approximately \$220,000, a used sweeper somewhere between \$50,000-\$169,000, rent one for the day or pay the City of Kingsport per hour as per the interlocal agreement. A motion was made by Alderman Diane Adams and seconded by Alderman Eugene Christian to not buy a new street sweeper. The Board unanimously agreed. Motion passed. Following some additional discussion, a motion was made by Alderman Eugene Christian and seconded by Alderman Jennifer Williams to move the matter to the scheduled workshop on September 5, 2017 at 6:00 p.m. The Board unanimously agreed. Motion passed.

I. DISCUSS TRAFFIC CALMING DEVICES. Prior to the meeting a public hearing was held on the public's opinion regarding placement of traffic calming devices on Town streets. A motion was made by Alderman Eugene Christian and seconded by Alderman Margaret Christian to bring the matter to the floor for discussion. The Board unanimously agreed. Motion passed. Following additional discussion, a motion was made by Alderman Eugene Christian and seconded by Alderman Jennifer Williams to send the matter back to the Traffic Committee for further discussion. The Board unanimously agreed. Motion passed. It was agreed to have a Traffic Committee meeting on Wednesday, August 30, 2017, at 6:00 p.m.

J. SET A BUDGET WORKSHOP. A motion was made by Alderman Eugene Christian and seconded by Vice-Mayor Carl Wolfe to have a budget workshop on Tuesday, September 5, 2017, at 6:00 p.m. The Board unanimously agreed. Motion passed.

K. DISCUSS CITY ADMINISTRATOR RESIGNATION. The Board recently received City Administrator Gary Lawson's letter of resignation:

To: The Board of Mayor and Alderman
From: Gary Lawson, City Administrator
I am saddened to inform the board that I am resigning my position as City Administrator as soon as a replacement can be found for me. I have enjoyed working with the town for the last 30 years. I think it is time for new blood or new ideals. I want to thank the board for the opportunity I was given. I wish the best for the town and the employees.

As you know I am resigning as your City Administrator. Your current mayor and I have different methods of management. We have different confidence levels in our city department heads and employees. I think we have a great group of employees who will do all they can to help our citizens. I think our current mayor has a lot of ideals he wants to pursue at a faster pace than I would take. I tend to exercise more caution and at a slower pace. I know he gets frustrated that I respond to the entire board and not just one individual member. I hope whatever form of government the board decides is best for the town. I strongly recommend the City Administrator form. I would also recommend Jess Hilton be hired as Deputy City Recorder/Assistant City Administrator. This will prepare us for Marion's retirement and my replacement. Regardless, if the board chooses to stay with the administrator form of government I will stay with the town until he is trained or if the board thinks I need to leave earlier.



A motion was made by Alderman Margaret Christian and seconded by Vice-Mayor Carl Wolfe to open the floor for discussion. The Board unanimously agreed. Motion passed. There was some discussion on whether or not the Town would remain Council – Administrator or change back to Strong Mayor form of government. Once again, Attorney Pevy reminded the Board if they chose to return to Strong Mayor an ordinance with two readings would need to be prepared and adopted. The Board took no action.

MAYOR COMMENTS

Mayor Chris Jones once again thanked everyone for coming to the meeting and he appreciates the board members that take the time to serve the Town.

CITY ADMINISTRATOR COMMENTS

Gary Lawson, City Administrator, had no comments.

ALDERMEN COMMENTS

Alderman Eugene Christian thought the comments from Michael Starnes during visitor's comments was some much, appreciated positive feedback. He reminded the citizens he is always available.

Alderman Jennifer Williams said it is good to work with this Board.

Alderman Margaret Christian said she appreciates all the Town employees and what they do for the Town.

Alderman Diane Adams reminded everyone she is available by phone, email or through Facebook to discuss any citizen's concern.

ATTORNEY COMMENTS

Attorney Pevy had no comments.

DEPARTMENT AND COMMITTEE WRITTEN REPORTS.

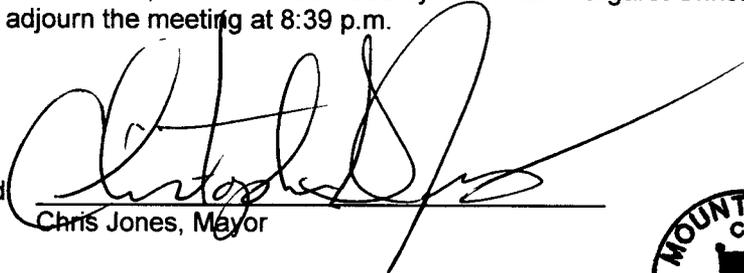
The department and committee written reports are attached to the minutes.

Also, Chief Jeff Jackson told the Board a display was available at the back of the room. He had been asked by the City Administrator to get cost estimates from BLS regarding purchasing 360° surveillance cameras for Town buildings and the park.

ADJOURNMENT

Being no further business, a motion was made by Alderman Margaret Christian and seconded Vice-Mayor Carl Wolfe to adjourn the meeting at 8:39 p.m.

Approved


Chris Jones, Mayor

Attest:


Marian Sandidge, City Recorder



TOWN OF MOUNT CARMEL, TENNESSEE

Sign In

ATTENDANCE RECORD DATE: AUGUST 22, 2017 BMA MEETING

1. Jimmy Jones	23. Margaret V. Chilton
2. Chris	24. Eugene Hunt
3. Leatha Benson	25. Genice Dean
4. Frank Bennett	26. Bill Dean
5. Robin Adams	27. David Gardner
6. Bill Boverch	28. Ann Nettis
7. Carl Wolfe	29. Carol Heard
8. Sherry Sexton	30. Jim Heard
9. Jan Lake	31. Carolyn Vaughn
10. Dionne Deane	32. Howard Vaughn
11. Garret White	33. Jennifer J. Williams
12. Sheryl White	34. Jeff Williams
13. Ray Jones	35. Eric Williams
14. Ann Got	36. Mike J Linka Starves
15. Don Tom	37. Phyllis Wilt
16. Pat Jones	38. Linda L. Ball
17. Nanda Davidson	39. Johnny Castle
18. Sherry Howington	40. Mike Meier
19. John Howington	41.
20. Sue Jarrett	42.
21. Vince Palmer	43.
22. Ray Denton	44.

Continued to next page

ORDINANCE NO. 2017-456

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY CHANGING TITLE 12 AS INDICATED BELOW.

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN THAT ADOPTION OF THE INTERNATIONAL RESIDENTIAL BUILDING CODE IS CHANGED AS FOLLOWS:

SECTION I:

a. By Ordinance 2014-120 the Town adopted the 2012 International Residential Code (IRC) by reference.

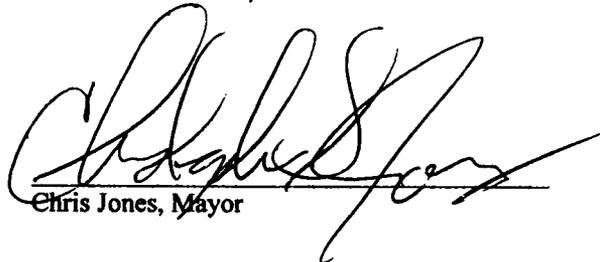
b. Section 105.2 of the 2012 IRC specifies when building permits are not required and sub-section 7 thereof states that building permits are not required for "prefabricated swimming pools that are less than 24 inches (610 mm) deep."

c. The following is added to the above sub-section 7 following the word "deep:" and temporary, portable swimming pools with an expected life of less than six (6) months.

SECTION II. That this ordinance shall take effect upon passage and publication the public welfare of the Town of Mount Carmel, Tennessee requiring it.

Approved by the Planning Commission:

June 13, 2017


Chris Jones, Mayor

ATTEST:


Marian Sandidge, Recorder



MOTION: ALDERMAN EUGENE CHRISTIAN			
SECOND: ALDERMAN MARGARET CHRISTIAN			
FIRST READING	AYES	NAYS	OTHER
ALDERMAN DIANE ADAMS	X		
ALDERMAN EUGENE CHRISTIAN	X		
ALDERMAN MARGARET CHRISTIAN	X		
ALDERMAN WANDA DAVIDSON			ABSENT
ALDERMAN JENNIFER WILLIAMS	X		
VICE-MAYOR CARL WOLFE	X		
MAYOR CHRISTOPHER JONES	X		
TOTALS	6	0	1

PASSED FIRST READING: July 25, 2017

MOTION: ALDERMAN EUGENE CHRISTIAN			
SECOND: VICE MAYOR CARL WOLFE			
SECOND READING	AYES	NAYS	OTHER
ALDERMAN DIANE ADAMS	X		
ALDERMAN EUGENE CHRISTIAN	X		
ALDERMAN MARGARET CHRISTIAN	X		
ALDERMAN WANDA DAVIDSON	X		
ALDERMAN JENNIFER WILLIAMS	X		
VICE-MAYOR CARL WOLFE	X		
MAYOR CHRISTOPHER JONES	X		
TOTALS	7	0	

PASSED FIRST READING: August 22, 2017

PUBLICATION AFTER PASSAGE:

DATE: AUGUST , 2017
 NEWSPAPER: *Kingsport Times-News*

ORDINANCE NO. 17-458

AN ORDINANCE GRANTING KINGSPORT POWER COMPANY D/B/A AEP APPALACHIAN POWER AN ELECTRIC UTILITY FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF ELECTRICITY DISTRIBUTION AND TRANSMISSION LINES AND OTHER NECESSARY EQUIPMENT AND FACILITIES FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING ELECTRICITY IN, UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, COURTS, ALLEYS, LANES, WAYS, UTILITY EASEMENTS, PARKWAYS AND PUBLIC GROUNDS OF THE TOWN OF MT. CARMEL, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Kingsport Power Company d/b/a AEP Appalachian Power (herein referred to collectively as the "Company"), is a regulated, investor-owned utility that provides electric power and energy to the citizens of the Town of Mt. Carmel (herein referred to as the "Town") and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the Town;

WHEREAS, the Town desires to set forth the terms and conditions by which the Company shall use the public ways of the Town;

WHEREAS, the Town and the Company recognize that both parties benefit from economic development within the Town;

NOW, THEREFORE,

BE IT ORDAINED BY THE TOWN OF MT. CARMEL, as follows:

SECTION I. DEFINITIONS.

That for the purposes of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

a) Board of Mayor and Alderman – the Board of Mayor and Alderman of the Town of Mt. Carmel, Tennessee.

b) Town – the Town of Mt. Carmel, Tennessee, and its respective successors and assigns.

c) Company – Kingsport Power Company d/b/a AEP Appalachian Power, a corporation organized under the laws of the Commonwealth of Virginia and its lawful successors and assigns.

d) Construction – the installation, laying, erection, renewal, repair, replacement, extension, or removal of an electric transmission and distribution system and such activity as may be necessary to construct, maintain and operate an electric system.

e) Electricity – Electricity transmitted and distributed into the Town by the Company.

f) Electric System – any lines for the transmission and distribution of electric energy, either by means of overhead or underground conductors, together with all necessary or desirable appurtenant equipment, to render public service and supply electric energy for heat, light, power or any other purpose or purposes for which electric energy is now or may hereafter be used.

g) Streets – the public streets, highways, avenues, roads, courts, alleys, lanes, ways, utility easements, parkways, public rights-of-way, or other public grounds, held or controlled by the Town, in the Town as they now exist or as they may be established at any time during the term of this franchise in the Town, but only to the extent of the Town's right, title, interest, or authority to grant a license or franchise to occupy and use such streets and easements for the construction and operation of a public utility system.

h) T.P.U.C. – the Tennessee Public Utility Commission or any successor state agency having jurisdiction over the Company.

SECTION II. GRANT OF FRANCHISE.

The Town hereby grants to the Company the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in the public streets, highways, avenues, roads, courts, alleys, lanes, ways, utility easements, parkways, public rights-of-way, or other public grounds, held or controlled by the Town (collectively referred to herein as "Public Ways"), in the Town as they now exist or as they may be established at any time during the term of this franchise in the Town, but only to the extent of the Town's right, title, interest or authority to grant a license or franchise to occupy and use such streets and easements for the construction and operation of a

public utility system for the purpose of supplying and transmitting electric power and energy to the inhabitants of the Town and persons and corporations beyond the limits thereof.

SECTION III. TERM.

The term of this Franchise is for a period of thirty (30) years from the date of the Company's acceptance hereof and the approval of the Franchise by the T.P.U.C.

SECTION IV. ACCEPTANCE BY COMPANY.

The Company shall file with its Petition for Approval of the Franchise Agreement a written acceptance of the terms and conditions of same subject only to the disapproval by the T.P.U.C. of said terms and conditions.

SECTION V. NON-EXCLUSIVE FRANCHISE.

The right to use and occupy the Public Ways of the Town shall be non-exclusive and the Town reserves the right to use the Public Ways for itself or any other entity that provides service to Town residences; provided, however, that such use shall not unreasonably interfere with the Company's Electric Facilities or rights as granted herein.

SECTION VI. TOWN REGULATORY AUTHORITY

The Town and Company recognize that, under the law of the State of Tennessee, the T.P.U.C. is granted "...general supervisory and regulatory power, jurisdiction and control over public utilities, and also over their property, property rights, facilities and franchises. . ." T.C.A. § 65-4-104. However, to the extent not preempted by Tennessee state law, the Town reserves the right to adopt such additional ordinances and exercise its regulatory powers as may be deemed necessary in the exercise of its police powers for the protection of the health, safety and welfare of its citizens and their properties.

SECTION VII. COMPLIANCE WITH APPLICABLE LAWS.

The Electrical Facilities of Company shall be constructed, maintained and operated, in good and safe condition, in accordance with standard engineering practices, and in accordance with any applicable Federal Laws and Regulations, Statutes of the State of Tennessee, the Rules and Regulations of the T.P.U.C., and Ordinances of the Town which do not conflict with any such federal or state laws, rules or regulations, as such practices and laws, statutes, ordinances, rules and regulations now exist or as they may be from time to time amended, changed or modified.

SECTION VIII. STANDARD OF CARE.

That the Company shall at all times employ a reasonable standard of care and shall install and maintain and use industry standards or other reasonable methods and devices for preventing failure or accidents which are likely to cause damages, injuries or nuisances to the public.

SECTION IX. LOCATION OF FACILITIES

(A) The Town and the Company agree that it is beneficial to both parties to this agreement and to the citizens of Mt. Carmel that the Town and the Company work together to plan the location of utility facilities as they relate to the Town's infrastructure and community planning. Towards that end, the Company and the Town commit to meet at least quarterly to review upcoming utility projects and the Town's ongoing planning efforts. In addition, the Company and the Town agree to jointly plan new development and redevelopment efforts to configure utilities in a way that compliments those efforts while affecting economical solutions to those desires.

(B) The Company understands that the Town reserves the right, by ordinance or resolution of the Board of Mayor and Alderman, or otherwise through proper representatives of the Town, to designate specifically the location of the Electric Facilities of the Company with references to municipal facilities, such as sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, public cable television utilities, and railway communication and power lines, in such a manner as to protect the public safety and public and private property and to facilitate the creation of a convenient, attractive and harmonious community. Failure by the Town to so designate does not relieve the Company of its responsibilities in matters of public safety as provided in this Ordinance. The Company shall construct, maintain and locate its Electric Facilities so as to not unreasonably interfere with the construction, location and maintenance of sewer, water, drainage, electrical, signal and fiber optic facilities owned or operated by the Town.

The rights and privileges granted by this franchise shall not be in preference or hindrance to the rights of the Town and any other lawful governmental authorities having jurisdiction to perform or carry out any public works or public improvements within the Public Ways.

SECTION X. USE OF PUBLIC WAYS.

(A) The Company, in any opening it shall make in the Public Ways of the Town, shall be subject to the provisions of this Ordinance and to all applicable ordinances, codes and regulations of the Town. Specifically, in addition to the requirements contained herein, except in

the cases of emergencies, the Company shall at all times comply with all applicable Town ordinances with respect to any opening it shall make in the Public Ways of the Town. The proposed location of any part of the Electric Facilities to be constructed by the Company in, upon, across, under or over the Public Ways of the Town shall not unreasonably interfere with:

- (1) the public safety or the convenience of persons using the Public Ways;
- (2) the use of Public Ways for purpose of travel;
- (3) with any use or contemplated use of Public Ways by the Town either above or below the surface of the Public Ways for which plans have been prepared or for which plans are in the course of preparation, which plans have been authorized by the Town, and of which the Company has been previously notified by the Town; or
- (4) personal property lawfully in, upon, along, across, under or over the Public Ways.

(B) The Company's location, construction and maintenance shall not unduly burden regular maintenance procedures of the Town and shall be coordinated with the Town's annual paving program.

(C) The Company shall submit to the Town a drawing of all proposed street cuts prior to performing the work except in the case of an emergency excavation.

In the case of emergency excavations made in the Public Ways, the Company shall make a report of each such excavation to the Town within two (2) working days. Any inspections related to repair of excavations shall be promptly acted upon by the Town so as not to unreasonably delay the Company in discharging its public service obligation.

The Company shall use its best efforts not to interfere with or injure any utility or any other public improvement which the Town has heretofore made or may hereinafter make in, upon, across, along or under any Public Ways and shall not unnecessarily obstruct or impede such Public Ways of the Town.

The Company shall promptly remove or correct any obstruction, damage or defect in any Street which was caused by the Company in the installation, operation, maintenance or extension of the Electric Facilities. Any such obstructions, damage, or defect which is not promptly removed, repaired or corrected by the Company after proper notice to do so, given by the Town to the Company, may be removed or corrected by the Town, and the cost thereof shall be charged against the Company. Any expense, cost, or damages incurred for repair, relocation, or replacement to Town water, sanitary sewer, storm sewer, storm drainage, communication facilities or other property resulting from construction, operation, maintenance or extension of the

Electric Facilities shall be borne by the Company and any and all expense and cost incurred in connection therewith by the Town shall be fully reimbursed by the Company to the Town.

(D) If weather or other conditions do not permit the complete restoration required by this Section, the Company shall temporarily restore the affected Public Ways or property. Such temporary restoration shall be at the Company's sole expense and the Company shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(E) The Company shall not open, disturb or obstruct, at any one time, any more of the Public Ways than reasonably may be necessary to enable it to proceed in laying or repairing the Electric Facilities. Neither shall the Company permit any Street so opened, disturbed or obstructed by it in the installation, construction, repair or extension of its Electric Facilities to remain open or the Public Ways disturbed or obstructed for a longer period of time than reasonably shall be necessary.

(F) Whenever the Town shall widen, reconstruct, realign, pave or repave, or otherwise work on any Public Ways, or shall change the grade or line of any Public Ways, or shall construct or reconstruct any water, sanitary sewer, storm sewer, drainage or communications facility of the Town, it shall be the duty of the Company at the Company's cost and expense to move, alter or relocate its Electric Facilities originally constructed on a Public Way (that is not secured by a private easement) or any part thereof as reasonably requested by the Town. Upon written notice by the Town of the Town's intention to perform work as specified above, the Company shall within a reasonable period of time accomplish its obligation in accordance with and to conform to the plans of the Town for such construction, reconstruction of improvements.

(G) All trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation, maintenance, repair or replacement of underground Electric Facilities must, to the extent the landscaping does not interfere with the safe operation of the facilities, be replaced or restored as nearly as may be practicable, to the condition existing prior to performance of work. The Town understands that vegetation growing in the vicinity of overhead power lines must be trimmed and maintained away from those lines to allow for safe operation of those lines.

(H) The Company shall give all required notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the construction being performed.

(I) Inspections during construction may be made by the Town.

(J) Construction and repair shall be performed with the least practical hindrance of the Public Ways for the purpose of travel or any other public purpose. After any work has commenced by the Company, in, upon, along, across, under, or over the Public Ways of the Town, the same shall be continued in good faith and with due diligence until completed. If, as determined by the Town, the Company refuses or fails to proceed in good faith, or any separable part thereof, with

such diligence as will ensure its completion within a reasonable period of time, the Town will issue notice to the Company of its findings and instructions and, if after three (3) days of receipt of such notice, the Company has not commenced to re-execute the work, the Town will cause the construction required in said notice to be performed and charge the Company the entire cost and expense plus ten (10%) percent of the construction.

(K) When any construction opening or excavation, disturbance, cut or damage is made in, along, upon, across, under or over the Public Ways for any purpose whatsoever by the Company, any portion of said Public Ways affected or damaged thereby shall be restored, as promptly as possible to as useful, safe, durable, in as good condition as existed prior to making of such opening or such excavation or such damage. If the Company is unable to comply with the provisions of this section by reason of strikes, riots, acts of God, or acts of public enemies or other factors beyond its control, restorative work of a temporary nature allowing for such requirements as trench and backfill consolidation and fine grading and vegetative stabilization will be performed. The temporary restorative work shall be accomplished immediately in accordance with the best acceptable construction procedures and shall be continuously maintained in a useful and safe condition pending permanent restoration. Where a cut or disturbance is made in a section of sidewalk rather than replacing only the area actually cut, the Company shall replace the full width of the existing sidewalk as determined by the Town and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring. Where a cut or disturbance is made by the Company in a section of pavement, rather than repaving only the actual area cut the Company shall, if requested by the Town, repave the area between the street cuts when there are two or more street cuts made by the Company within twenty (20) feet of each other. The width of the repavement shall correspond to the width of the street cut made by the Company. If the Company fails to timely perform said restoration and repair within a reasonable time, the Town may issue notice to the Company of its findings and instructions and, if after three (3) days the Company has not commenced the restoration and/or repair, the Town will cause the work required in said notice to be done and performed and charge the Company the entire cost and expense of restoration or repair plus ten (10%) percent.

(L) After the work of restoring such portion of the Street has been completed as provided herein, the Company shall keep such portion of such Street repaired or restored in as useful, safe, durable, and good condition as it existed prior to the making of such opening, excavation or damage, ordinary wear and tear excepted, for a period of eighteen (18) months from the completion of repair or restoration, if the Town determines that such portion of the Street was affected or damaged by the work of the Company.

(M) When Public Ways are opened, excavated, disturbed, obstructed or any other construction activity is required in the Public Ways by the Company, said Company, or other person acting on its behalf, shall place and maintain all necessary safety devices, barriers, lights, and warnings to properly notify all persons of any dangers resulting from such construction entrances, and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting the Street and shall comply with all federal, state and local laws and regulations, including the Manual of Uniform Traffic Control Devices flagging requirements, the

Manual for Streets and Highways, as approved by the Federal Highway Administrator and as may be amended from time to time shall be the standard used in determining the necessary placement of such devices, barrier, lights and warnings.

(N) The Company shall provide the Town with a master set "as built" drawings and/or maps in an electronic form agreed to by Town and the Company showing the location of all its underground Electric Facilities within the Town. To the extent Town and the Company cannot agree on an appropriate electronic form for the above referenced map or maps, the Company agrees to provide Town with such information in hard copy or paper format. The Company shall also provide the Town with a list of Public Ways long which its above ground Electric Facilities is located. The Company shall provide updated maps in accordance with this Section on an annual basis if changes have occurred. The Company also agrees to cooperate with and participate in Tennessee One Call. On at least an annual basis the Company shall meet with the Town to discuss its plans for construction and/or maintenance of its Electric Facilities for the following year.

(O) In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, the Company, upon payment of all charges provided in its tariffs or their equivalent, shall place newly constructed electric distribution lines underground as may be required by Town ordinance. The Company and Town agree to work together to jointly plan new facilities so the new facilities are operationally appropriate for the Company while providing the aesthetics desired by the Town and accomplishing the desired goal at the least cost to the Company's customers and the Town's citizens.

(P) The Town shall have the right without cost to use all poles and suitable overhead structures owned by the Company within Public Ways for Town wires used in connection with governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the Town for a public purpose. Provided, that the Company shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the Town shall be in such a manner as to prevent safety hazards or interferences with the Company's use of the same. Nothing herein shall be construed to require the Company to increase pole size, or alter the manner in which the Company attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. Town attachments shall be installed and maintained in accordance with the reasonable requirements of the Company and the current edition of the National Electrical Safety Code pertaining to such construction. Further, Town attachments shall be attached or installed only after written approval by the Company in conjunction with the Company's standard pole attachment application process. The Company shall have the right to inspect such attachments to ensure compliance with this Section and to require the Town to remedy any defective attachments.

(Q) If the Company is dissatisfied with any determination of the Town permitted by the foregoing sections thereof, it may petition the Board of Mayor and Alderman within ten (10) days after such determination to review the same, which review shall be taken up by the Board of Mayor and Alderman in the normal course of business.

SECTION XI. INSURANCE.

The Company hereby agrees, upon official request of the Town, to furnish to the Town evidence of insurance on such amounts as may be reasonably necessary to protect the Town. However, the coverage shall, at a minimum, include Workers' Compensation insurance covering the Company's statutory obligation under the laws of the State of Tennessee and Employer's Liability insurance for all its employees engaged in work under the franchise. Minimum limits of liability for Employer's Liability insurance shall be \$100,000 bodily injury each occurrence; \$500,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee).

SECTION XII. HAZARDOUS WASTE.

The Company shall not transport, dispose of or release any hazardous waste within the Streets. If utilizing any hazardous material in the ordinary course of its business, the Company shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances or waste. Regardless of the Town's acquiescence, the Company shall indemnify and hold Town, its officers, agents, employees and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines or penalties, including reasonable attorneys' fees, resulting from the Company's its agents, assigns, violation of this paragraph and Company agrees to reimburse Town for all costs and expenses incurred by Town in eliminating or remedying such violations, including all remediation and cleanup costs. This provision shall survive the expiration, revocation or termination of this franchise.

SECTION XIII. INDEMNIFICATION.

(A) The Company shall at all times defend, indemnify and hold harmless the Town and any of the Town's representatives from and against all loss sustained by the Town on account of any suit, judgment, execution, claim or demand whatsoever resulting fully or in part from the failure of the Company or its employees to exercise due care and diligence in the construction, operation, and maintenance of its Electric Facilities in the Town provided the Company shall have been notified in writing of any claim against the Town on account thereof and shall have been given ample opportunity to defend same. The Company shall indemnify, defend and hold harmless the Town from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Electric Facilities or the provision of electric service.

(B) The right of indemnification shall include and extend to reasonable attorney fees and trial preparation expenses and other litigation expenses reasonably incurred in defending a claim arising from the operation of the Electric Facilities by the Company, whether or not the claim be proved to be without merit. This provision shall survive the expiration, revocation or termination of this franchise.

SECTION XIV. ANNEXATION.

Upon the annexation of any territory to the Town, the rights granted herein shall extend to the annexed territory to the extent the Town has such authority. All Electrical Facilities owned, maintained or operated by the Company located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

SECTION XV. VEGETATION MANAGEMENT.

The Company or its contractors may prune all trees and vegetation which encroach upon the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs of other part of such trees or vegetation from interfering with the Company's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and/or problematic. Nothing contained in this Section shall prevent the Company, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang Public Ways.

SECTION XVI. FRANCHISE FEE.

(A) The Town may impose upon Company the requirement that Company pay a franchise fee to the Town. The T.P.U.C., as with its jurisdictional obligation to approve this Franchise Ordinance, also must approve the amount of the franchise fee before its imposition. If approved by the T.P.U.C., Company shall pass the imposed franchise fee on to its customers for payment, with same being shown as a separate line item on the customer's electric bill from the Company. Should the T.P.U.C. approve the Franchise Agreement but not the amount of the franchise fee, the Agreement shall become effective and the parties may, thereafter, petition the T.P.U.C. for approval of a different franchise fee. Any franchise fee will be collected by the Company and distributed to the Town on a monthly basis as soon as practical.

(B) The franchise fee shall be the minimum tax collected by the Town other than ad valorem taxes on property and any other fees set forth in this document with respect to the Company's electric business or the exercise of this franchise within the corporate limits of the

Town and the amount due to the Town under such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting therefrom the amount of said franchise fee paid hereunder.

(C) The Town may inspect the Company books of account for the Town at any time during business hours and may audit such books from time to time, provided that only franchise payments which occurred during a period of 36 months prior to the date the Town notifies the Company of its intent to conduct an inspection shall be subject to such review. The Town may also request the Company to provide an audit report of franchise fees calculated and remitted from the gross revenues derived from its sale of Electricity within the Town limits at the Company's expense or an audit report prepared by an approved independent accounting firm at the Town's expense, but not more than once per calendar year.

SECTION XVII. ABANDONMENT OF FACILITIES.

Upon abandonment of any of the facilities or equipment of the Company located above or below the surface of the Public Ways, the Company shall notify the Town in writing of such abandonment within a reasonable time thereafter and if such abandoned facilities or equipment will then interfere with the use of the Public Ways by the Town, the Town shall give written notice thereof to the Company and the Company shall commence to remove the same within twenty (20) days following the date of the written notice and continue the work to completion with reasonable diligence and at its own cost and expense.

All rights and privileges granted hereby are subject to the lawful exercise of the police power of the Town to adopt and enforce local laws, rules and regulation necessary to the health, safety, and general welfare of the public. Expressly reserved to the Town is the right to adopt such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public. Further, the Town hereby reserves:

- (1) The right to grade, widen, relocate, sewer, pave, macadamize, lay conduits and pipe and to install manholes, poles or other structures therein, or to alter, repair or otherwise provide for the making of local improvements in the Street;
- (2) The right to make and enforce all such local police, sanitary or other regulations by ordinance in the exercise of its police power;
- (3) The right to make and provide for the making of local improvements by special assignment.

The enumeration herein of specific rights reserved shall not be taken as exclusive, or as limiting the reservation made herein.

SECTION XVIII. TRANSFER OF ASSETS.

In the event the Company desires to sell, transfer, or lease the entire assets of the Electric System, which is the subject of this Ordinance, the following conditions shall apply:

(A) A statutory merger, consolidation, recapitalization or sale and transfer of common stock of the Company does not constitute a sale or transfer of assets for purposes of this Section.

(B) Any transfer of assets, whether by sale, assignment or lease by the Company shall first be subject to approval by the T.P.U.C.. Thereafter, same shall be subject to approval by the Town.

(C) To effect the transfer of assets, the Company shall have duly executed a good and sufficient instrument making such sale, transfer or lease; and, a duplicate original of said instrument shall be filed with the Town.

(D) The purchaser, transferee, or lease shall have duly executed a good and sufficient instrument accepting said purchase, transfer or lease and assuming all obligations of Company under this Ordinance; and, a duplicate original of the instrument shall be filed with the Town.

SECTION XIX. T.P.U.C. RULES AND REGULATIONS

(A) The Town and the Company hereby agree that this Ordinance is subject to the approval of the T.P.U.C. and that the Ordinance shall also be subject to the rules and regulations of the State of Tennessee as they may from time to time be changed and that all such rules and regulations become part of this Ordinance to the same extent and with the same effect as if said rules and regulations were herein set out in full.

(B) The Company shall make every reasonable effort to furnish an ample and uninterrupted supply of Electricity to all customers throughout its entire system within the Town and on any enlargements and extensions thereof within the Town. The Company shall not unreasonably or arbitrarily refuse to make an extension thereof with in the Town. At the time each and every annexation ordinance of the Town becomes operative, the Town shall provide the Company with a copy of the ordinance and its accompanying map precisely describing said annexed territory. Subject to applicable law, the Company shall not unreasonably or arbitrarily refuse to make an extension for the purpose of giving Electric Service to the Town, the inhabitants, institutions and businesses thereof. The Company shall also file with the Town its extension policy and any changes as may from time to time be adopted, as filed with and approved by the T.P.U.C..

(C) The Company shall at all times keep the Town apprised of its current electrical rates, charges, and pricing policies charged to Town residents and changes to such rates, charges, and pricing policies whether changes are initiated by the Company or a third party. In

the event the Company files a rate change request with the T.P.U.C., it shall provide the Town with a copy of the request at the time of filing.

SECTION XX. ANNUAL REPORT.

The Company shall, upon request by the Town, file with the Town a duplicate original of the Annual Report of the Company's operation in the Town filed with the T.P.U.C., as now required by the Public Utility Act, or as may be required by any other act of the legislature of the State of Tennessee, as soon as practical after one duplicate original of said report has been filed with said T.P.U.C. or its successors.

SECTION XXI. RENEWAL.

At least 120 days prior to the expiration of this Franchise, the Company and the Town either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. The Company shall have the continued right to use the Public Ways of the Town as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise. The Town shall continue to receive any and all fees and payments due in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION XXII. DEFAULT AND CURE.

Both the Company and the Town recognize there may be circumstances whereby compliance with the provisions of this Ordinance is impossible or is delayed because of circumstances beyond the Company's control. In this instance, the Company shall use its best efforts to comply in a timely manner and to the extent possible. In the event of a substantial breach by Company of any material provision of this Ordinance, the Town, acting by and through its Board of Mayor and Alderman, may terminate the franchise and rights granted to Company hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(A) The Town must deliver to Company, by certified or registered mail, a written notice. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Company that the Town contends constitutes a substantial breach of any material provision hereof within sixty (60) days of the alleged breach or within sixty (60) days of the Town's actual or constructive notice of the alleged breach whichever is later; and (ii) designate which of the terms and conditions hereof the Town contends Company breached.

(B) The Town shall permit Company the opportunity to substantially correct and cure all of the breaches hereof set forth in the written notice described in subsection (A) above within sixty (60) days after Company's receipt of such notice before termination may occur.

(C) If the Company objects and disagrees with the Town's determination that a substantial breach of a material provision has occurred, the Company may submit the issue to the Board of Mayor and Alderman for review within thirty (30) days of receipt of the written notice described in subsection (A) above. Termination of this Ordinance shall be stayed during the course of any such review or subsequent litigation on the issue until the matter is either resolved by agreement between the parties or upon entry of a final order of a court authorizing termination by the Town.

In the event the Ordinance is properly terminated pursuant to the terms of this section prior to the expiration of the thirty (30) year period or any renewal period thereafter, the Company shall not be entitled to claim lost profits against the Town for the balance of time remaining under the thirty (30) year period or any renewal period thereafter in a sale of assets to the Town or any condemnation action. In the event of termination and/or expiration of this Ordinance, the Company may continue to operate on the same terms and conditions pending either a negotiated sale of its assets, negotiation of a new franchise or condemnation, whichever first occurs, with a minimum period of six (6) months and a maximum period of twenty four (24) months, absent agreement of the parties.

SECTION XXIII. NO WAIVER.

Neither the Town nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION XXIV. AMENDMENT.

At any time during the term of this Franchise, the Town through its Board of Mayor and Aldermen, or the Company may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the Town and the Company and formally adopted as an ordinance amendment, which is accepted in writing by the Company and approved by T.P.U.C.. Notwithstanding anything in this ordinance to the contrary, this ordinance is subject to any ordinance that may be adopted by the Town establishing

reasonable uniform rules, procedures and obligations concerning the use of streets for construction and operation of utility systems.

SECTION XXV. NOTICES.

Unless otherwise specified herein, all notices from the Company to the Town pursuant to or concerning this Franchise shall be delivered to the Town with a copy to the Town Attorney. Unless otherwise specified herein, all notices from the Town to the Company pursuant to or concerning this Franchise shall be delivered to William K. Castle, Director, Regulatory Services VA/TN, Appalachian Power Company, Three James Center, Suite 1100 1051 E. Cary Street, Richmond, VA 23219-4029, with a copy to William C. Bovender/Joseph B. Harvey, Hunter, Smith & Davis, LLP, PO Box 3740, 1212 North Eastman Road, Kingsport, TN 37664, 423-378-8800.

SECTION XXVI. SEVERABILITY.

If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION XVII. GOVERNING LAW.

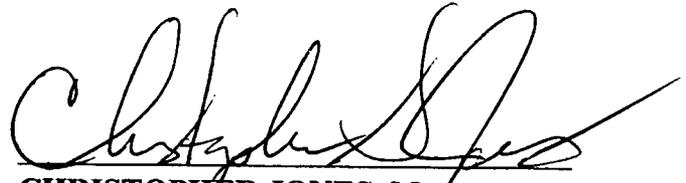
The Agreement and the rights and obligations of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles.

SECTION XXVIII. NO ARBITRATION, JURISDICTION, WAIVER OF JURY TRIAL, VENUE.

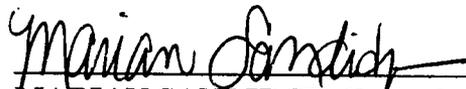
Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Mt. Carmel, Hawkins County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue for any disputes shall be in state courts or federal for Mt. Carmel, Hawkins County, Tennessee.

SECTION XXIX. EFFECTIVE DATE.

The franchise granted by this Ordinance shall become effective pursuant to the procedure set forth hereinabove.


CHRISTOPHER JONES, Mayor

ATTEST:


MARIAN SANDIDGE, Recorder



APPROVED AS TO FORM:

JOHN PEVY, ATTORNEY

MOTION: ALDERMAN DIANE ADAMS			
SECOND: ALDERMAN JENNIFER WILLIAMS			
FIRST READING	AYES	NAYS	OTHER
ALDERMAN DIANE ADAMS	X		
ALDERMAN EUGENE CHRISTIAN	X		
ALDERMAN MARGARET CHRISTIAN	X		
ALDERMAN WANDA DAVIDSON	X		
ALDERMAN JENNIFER WILLIAMS	X		
VICE-MAYOR CARL WOLFE	X		
MAYOR CHRISTOPHER JONES	X		
TOTALS	7	0	0

PASSED FIRST READING: August 15, 2017

MOTION: ALDERMAN EUGENE CHRISTIAN			
SECOND: ALDERMAN JENNIFER WILLIAMS			
SECOND READING	AYES	NAYS	OTHER
ALDERMAN DIANE ADAMS	X		
ALDERMAN EUGENE CHRISTIAN	X		
ALDERMAN MARGARET CHRISTIAN	X		
ALDERMAN WANDA DAVIDSON	X		
ALDERMAN JENNIFER WILLIAMS	X		
VICE-MAYOR CARL WOLFE	X		
MAYOR CHRISTOPHER JONES	X		
TOTALS	7	0	

PASSED FIRST READING: August 22, 2017

PUBLICATION AFTER PASSAGE:
 DATE: AUGUST , 2017
 NEWSPAPER: *Kingsport Times-News*

RESOLUTION NO. 17-558

A RESOLUTION AUTHORIZING THE TOWN OF MOUNT CARMEL TO PARTICIPATE IN THE TML RISK MANAGEMENT POOL "SAFETY PARTNERS" LOSS CONTROL MATCHING GRANT PROGRAM.

WHEREAS, the safety and well being of the employees of the Town of Mount Carmel is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the Town of Mount Carmel employees; and

WHEREAS, the TML Risk Management Pool seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Loss Control Matching Grant Program; and

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 OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:

SECTION I. That the Town of Mount Carmel, Tennessee, is hereby authorized to submit an application for a "Safety Partners" Loss Control Matching Grant through the TML Risk Management Pool.

SECTION II. That the Town of Mount Carmel is further authorized to provide a matching sum of \$1,500.00 to serve as a match for any monies provided by the grant.

SECTION III. That the Drug Fund will be providing for the expenditure for the above-noted grant.

SECTION IV. That in appropriating the above-described expenditure of funds the Drug Fund revenue will be reimbursed with the grant revenue received.

Duly passed and approved this the 22nd day of August, 2017.


CHRISTOPHER JONES, Mayor

ATTEST:



MARIAN SANDIDGE, City Recorder



APPROVED AS TO FORM:

JOHN PEVY, Town Attorney

THE
POOL
 Tennessee's Leader in Risk Management Services

2017 - 2018 "Safety Partners" Loss Control Grant Program

TML RISK MANAGEMENT POOL GRANT APPLICATION

DATE SENSITIVE

THE PROGRAM DEADLINE IS AUGUST 11TH, 2017

Your application has been sent.

If you do not receive an email confirmation within 15 minutes please check your SPAM or JUNK email folder in the event the confirmation has been blocked by your organization; or you may contact via email or (615) 371-0049.

PRINT this Page for your Records	CLOSE this webpage - I am done
Click to download/print the RESOLUTION form	Click to download/print the MOTION form

1.	Application Date:	Friday 11 August 2017
2.	Participant city (or Agency) Name:	MOUNT CARMEL POLICE DEPARTMENT
3.	P.O. Box Address or Street:	100 E. MAIN ST.
4.	City:	MOUNT CARMEL
4.	Zip Code:	37645
5.	Contact Person:	GEORGE COPAS
6.	Contact Person - Title:	ASSISTANT CHIEF
7.	Contact Person - Telephone:	(423) 817-2984
8.	Contact Person - Fax:	(423) 357-1184
9.	Contact Person - Email:	gcopas904@gmail.com
10.	No of Full Time Employees in City/Agency"	24
11.	No. Employees Affected by this Purchase:	24
12.	City/Agency Desires to Purchase the Following:	High Visibility Traffic Safety Cones
13.	Justification for the Needed Purchase:	High Visibility Safety Cones are very useful in aiding in personal safety for all employees, the specific area the cones are to be utilized include but not limited to the following: • Directing Alerting Motorist of Crash Scenes • Safety Check Points • Special Events • Traffic Pattern Changes Many day-to-day operations require the need for an early warning device and used routinely can aid in the reduction of injuries associated with not alerting motorists of the upcoming traffic pattern changes.
14.	Resolution	You have selected to submit your application at a later time. Your next meeting is schedule for <u>08/22/2017</u> . Once you have the completed form you may email the completed form to <u>Tahita Carver</u> or you may fax a copy to <u>Tahita Carver</u> at (615) 371-9212.
15.	Estimate #1 - Calculated Total	\$3,000
15.	Estimate #2 - Calculated Total	\$3,350
16.	Approving Supervisor - Name	Jeff Jackson
17.	Approving Supervisor - Email	mcpd_jackson@yahoo.com

We HIGHLY recommend you Print a copy for your records.

FIRST READING	AYES	NAYS	OTHER
Alderman Diane Adams	X		
Alderman Eugene Christian	X		
Alderman Margaret Christian	X		
Alderman Wanda Davidson	X		
Alderman Jennifer Williams	X		
Vice-Mayor Carl Wolfe	X		
Mayor Christopher Jones	X		
TOTALS	7	0	1

PASSED FIRST READING: August 22, 2017

Proposed Enhanced
Public Safety TCRS
Benefit “Bridge Plan”

Mount Carmel
August 22, 2017

Proposed Bridge Plan

- Key Benefit to Employee
 - ‘Bridge’ benefit removes penalty for retiring prior to reaching 30 YOS
 - Full retirement at age 55 with 25 YOS
 - Provides enhanced retirement benefit for ‘bridge’ years (ages 55 – 62)
 - ‘bridge’ years – from date of retirement to age 62 (or death, if earlier)
 - Examples of Retirement Provisions Follow

Current Retirement Plan (without bridge)

- Basic Benefit Example - Legacy Plan
 - Basic Formula: $(YOS \times 1.575\% \times AFC)$
 - Example
 - Age - 55
 - YOS (years of service) - 25
 - AFC (average final compensation) - \$40,000

Current Retirement Plan (without bridge)

- Basic Benefit Example – Legacy Plan (cont.)
 - Current Benefit (early retirement without bridge)
 - $25 \text{ YOS} \times 1.575\% = 39.4\%$
 - $39.4\% \times 76\% \text{ (early retirement factor)} = 30\%$
 - $30\% \times \$40,000 = \$12,000/\text{year}$
 - Monthly retirement benefit - **\$1,000/month**
- Basic Benefit Example – Legacy Plan
 - Current Benefit (Unreduced benefit without bridge @ age 60)
 - $25 \text{ YOS} \times 1.575\% = 39.4\%$
 - $39.4\% \times \$40,000 = \$15,760/\text{year}$
 - Monthly retirement benefit – **\$ 1,313/month**

Proposed Bridge Plan

- Basic Benefit Example – Legacy Plan (cont.)
 - Bridge Benefit
 - $25 \text{ YOS} \times 1.575\% = 39.4\%$
 - No reduction factor applied
 - $39.4\% \times \$40,000 = \$15,760/\text{year} (\$1,313/\text{month})$
 - Plus additional Bridge benefit
 - $25 \text{ YOS} \times .75\% = 18.75\% \times \$40,000 \text{ (AFC)} = \$7,500/\text{year}$
 - Annual retirement benefit - \$23,260
 - Monthly retirement benefit - **\$1,938/month**

Comparison of Current Plan to Bridge Plan

- Basic Benefit Example – Legacy Plan (cont.)

- Summary of Monthly Benefit (Legacy Plan)

- Current Method - **\$1,000** per month
 - Current Method @ age 60 **\$1,313** per month
 - Bridge Plan
 - Through Age 62 - **\$1,938** per month
 - After Age 62 - **\$1,313** per month

Comparison of Current Hybrid Plan to Bridge Plan

- Basic Benefit Example – Hybrid Plan (cont.)

- Summary of Monthly Benefit¹

- Current Method - \$ 633 per month
- Bridge Plan
 - Through Age 62 - \$1,458 per month
 - After Age 62 - \$ 833 per month

(NOTE: Upon retirement, employee no longer receives benefit of employer's contribution of 5%/year to the employee's 401K Plan)

¹ Defined Benefit portion only. Does not include defined contribution (401K) portion.

Proposed Bridge Plan

- Potential Areas of Concern to Employee
 - Mandatory Retirement
 - Mandatory retirement at age 60
 - Any public safety employee that was ever POST certified and actively engaged in police work/fire work as a police officer/firefighter for any period of time will be subject to the mandatory retirement provisions
 - Exceptions are:
 - Sheriff/Chief/CEO (no mandatory retirement age)
 - Certain management employees – mandatory retirement at age 62
 - Employer has option to delay implementation for up to 12 months

Proposed Bridge Plan

- Potential areas of Concern for Employers
 - Long-term cost of Bridge Plan
 - Health Care coverage for those impacted by mandatory retirement
 - Rise in Pension Costs above actuarial projection of 3.5%
 - Risk of rise in early Social Security retirement age (62)
 - Risk of rise in Medicare eligibility age (65)
 - Rise in Health Care costs above assumption
 - Increase in number of Bridge-eligible positions
 - Administration challenges/concerns

Proposed Bridge Plan

Employers should consider funding the increased costs of the Bridge Plan over the long-term with limited revenue sources and numerous other expenditure challenges such as:

- Health insurance
- Debt service
- Employee raises
- Increased demands on law enforcement & detention
- Increased demands on other government services
- Discretionary spending

**PUBLIC SAFETY BENEFIT IMPROVEMENT
FREQUENTLY ASKED QUESTIONS
POLITICAL SUBDIVISIONS**

1. ***In summary, what is the impact of the new public safety legislation?*** The recently passed legislation reduces the requirement for service retirement (no reductions) to age 55 with 25 years of service. Previously, a public safety officer retiring at age 55 with 25 years of service retired with a reduced benefit. In addition, the bridge benefit can begin as early as age 55. Previously, the bridge benefit began at age 60.
2. ***Has mandatory retirement age changed?*** Possibly, since some local governments currently enforce an age 65 or age 70 limit. Mandatory retirement will be age 60 while those in management who spend at least 50% of their time on administrative activities may get a waiver from their agency to age 62. Most local governments have not yet adopted mandatory retirement and in order to come under this change they must adopt an age 60 mandatory retirement. Local governments will have the option to delay implementation of mandatory retirement for up to 23 months (July of the year following passage by the local government) to provide for an orderly transition.
3. ***Why is a mandatory retirement age needed?*** Through their professional organizations, public safety officers have been asserting for years that they need to retire earlier. Employers are generally unable to evaluate individual officers for competency and physical abilities based on the position served. Bona fide occupational qualifications (BFOQ) are generally required as a means for evaluating positions to prevent discrimination issues. After a change in federal law that now permits a mandatory retirement age and exhaustive studies of the issues, the General Assembly elected to set a mandatory retirement age of 60 for state officers. Since officers could be forced to retire before eligibility for Social Security, a supplemental bridge benefit was authorized.
4. ***Do local governments have to adopt mandatory retirement in order to provide the new benefits?*** Yes. The program is a balance of incentives to retire and mandatory retirement. Further, if the benefits were made available without mandatory retirement then all members would likely argue that they are entitled to the bridge as well.
5. ***What is the benefit requirement improvement?*** In addition to the previous service retirement requirements of age 60 or any age with 30 years a new condition of age 55 with 25 years is available. This means that the early reduction no longer applies if the 55/25 condition is met.
6. ***How was the bridge improved and how is it calculated?*** Previously the bridge was only paid at age 60 until age 62. The bridge is now available as early as age 55. It is .75% per year of service up to a maximum of 22.5% of average salary. If someone has 30 years of public safety service and an average salary of \$40,000 the bridge would be: 30 times .0075 times \$40,000 divided by 12, which equals \$750 per month. A bridge for those with less than 30 years would be proportionately lower and could be subject to early reduction.

Public Safety Officer TCRS Benefits FAQ

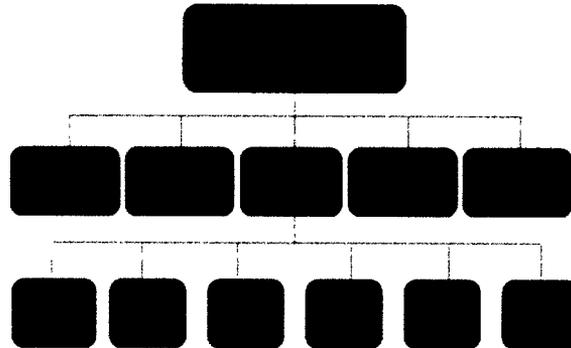
7. ***What if I leave covered employment before age 55? If I choose not to draw until age 55, can I freeze the pension?*** The bridge will begin at age 55 and will be paid until age 62. If one terminates before age 55 with 25 but less than 30 years, the benefit and bridge can be drawn at age 55. Care should be taken because medical insurance rules could impact one's decision.
8. ***I have service as a police officer with more than one local government that is in TCRS. Do I get the bridge on this service?*** If the local government adopts this provision, yes. Information is now available and hopefully most local governments will give it serious consideration.
9. ***What will it cost local governments to provide this benefit improvement?*** The most estimated cost is 3.5% of public safety officer covered payroll. This is the rate that will be charged, however, it could change as experience is recognized.
10. ***What if I retire before the local government acts on this change?*** TCRS will make any appropriate adjustment at the effective date of adoption even if a public safety officer is already retired. However, there will be no retroactive benefits.
11. ***I have commissioned officer service in a position that was required to be POST certified but it was actually in the State Department of Revenue. Does this time count?*** All TCRS service counts toward eligibility to retire, however, service rendered in a position such as revenue agents that are not subject to mandatory retirement do not qualify for bridge treatment.
12. ***I will have 25 years of total service including my 5 years of revenue time and 20 years as a police officer at age 55. How will my benefit be calculated?*** This will be a split calculation. The 5 years will be a reduced early benefit and the 20 years will be unreduced plus the bridge. For example, if you are age 55, have 20 years as a police officer and 5 years as a revenue agent, you would qualify for retirement; however, your bridge benefit would only be based on 20 years of service. In addition, your retirement benefit based on the 5 years of non-public safety officer experience would be reduced for early retirement.
13. ***Why are positions such as revenue agents, correctional officers, arson investigators, military police, campus police, park rangers, EMT, dispatchers, and jailors not covered?*** They are not in the retirement law definition of police or firefighters and have never been subject to mandatory retirement. The physical requirements of these positions are different and have not been viewed as ones that should be forced to retire at age 60. Many do not have physical requirements any more strenuous than general employees.
14. ***What percent of my average salary is replaced?*** It depends on the amount of covered service. For a 30 year employee with all service under the public safety category the replacement from age 55 to 62 should be approximately 72% (49% base plus 22.5% bridge) and once Social Security commences at age 62 approximately 78% will be replaced.

Public Safety Officer TCRS Benefits FAQ

15. ***What percent is replaced if I have more or less than 30 years?*** Each year over 30 will add about 1.6% to the above replacements. Each year under 30 years will reduce the percent replaced by roughly 2.35% assuming a retirement age of at least 55. Reduced early retirement complicates this even further and TCRS would not recommend early retirement because of the inability to maintain a reasonable living standard later in life.
16. ***If I die before age 62 will my beneficiary receive my bridge benefits?*** No. The bridge is not part of any survivorship plan that you might select. The bridge is to carry the retired officer to Social Security eligibility.
17. ***If I retire on disability from TCRS will I receive the bridge at age 55?*** No. The bridge is only paid on service or early benefit payments. Also, disabled retirees usually begin receiving Social Security well before age 62.
18. ***Why does the bridge benefit end at age 62 and not at age 65 or 67?*** The law provides for the bridge until availability of Social Security benefits. If one is not working at age 62, most retirees choose to begin drawing Social Security. If substantially employed to the point of not being able to draw Social Security at age 62, the bridge benefit is unnecessary. If the bridge end date is not an age certain, then it will become an incentive for one to adversely select against the system by electing to delay drawing Social Security. It is important to note that if the age for early Social Security benefits is raised in the future, then the bridge ending age will automatically rise accordingly.

Mount Carmel Discussion on Form of Government

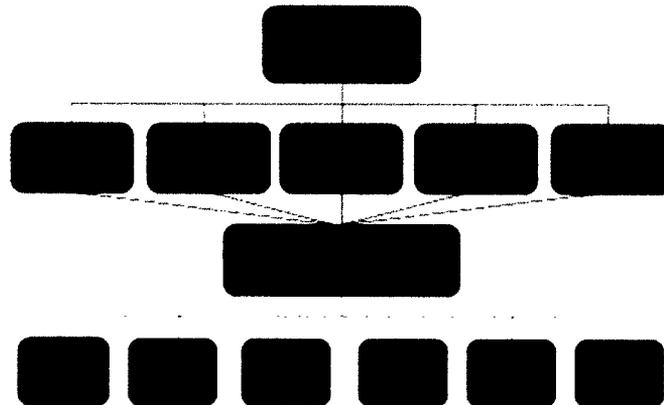
The Strong-Mayor Form



Challenges with the Strong-Mayor Form

1. Subject to democracy in the office of the Chief Administrative Officer
2. "Who you Know" tends to drive the administrative side
3. The Mayor tends to focus on administration, to the exclusion of policy – and thus the board does likewise.

The Council Administrator Form



Characteristics of the Council-Administrator Form

1. Tends to be non-political
 - a. But the board retains some administrative authority
2. "What you know" tends to drive the system.
3. Use of a trained professional.
4. The Chief Administrative Officer serves at the will and pleasure of the board.
5. Allows the Mayor and Board to focus more on policy.
6. Can be somewhat unresponsive
7. Requires an active mayor (and board) for the form to be effective.

Pertinent sections from the Mount Carmel Charter:

From 6-3-106:

(b) Unless otherwise designated by the board by ordinance, the mayor shall perform the following duties or may designate a department head or department heads to perform any of the following duties:

(1) Those duties set forth in § 6-4-101, if the board does not appoint a city administrator, or if someone else is not designated by the board to perform those duties;

(2) (A) Employ, promote, discipline, suspend and discharge all employees and department heads, in accordance with personnel policies and procedures, if any, adopted by the board;

From 6-4-101:

Duties. (a) The board may appoint a city administrator who shall be under the control and direction of the board. The city administrator shall report and be responsible to the board.

(b) The board may, by ordinance, require the city administrator to perform any or all the following duties:

(1) Administer the business of the municipality;

(2) Make recommendations to the board for improving the quality and quantity of public services to be rendered by the officers and employees to the inhabitants of the municipality;

(3) Keep the board fully advised as to the conditions and needs of the municipality;

(4) Report to the board the condition of all property, real and personal, owned by the municipality and recommend repairs or replacements as needed;

(5) Recommend to the board and suggest the priority of programs or projects involving public works or public improvements that should be undertaken by the municipality;

(6) Recommend specific personnel positions, as may be required for the needs and operations of the municipality, and propose personnel policies and procedures for approval of the board; and

(7) Perform such other duties as may from time to time be designated or required by the board.

INSURANCE COMPARISON FY 2018

	BLUE CROSS	BLUE CROSS	BLUE CROSS	BLUE CROSS
	CURRENT	RENEWAL	RENEWAL	RENEWAL
	Deductible: \$500/\$1000	Deductible: \$500/\$1000	Deductible: \$500/\$1000	Deductible: \$500/\$1000
	Max: \$1500/\$3,000	Max: \$1500/\$3,000	Max: \$1500/\$3,000	Max: \$1500/\$3,000
	Copay: \$20/\$40	Copay: \$20/\$40	Copay: \$20/\$40	Copay: \$20/\$40
	Drug: 10/35/50	Drug: 10/35/50	Drug: 10/35/50	Drug: 10/35/50
PLAN	Coins. 90%/10%	Coins. 90%/10%	Coins. 90%/10%	Coins. 90%/10%
BARNES, STEVE	\$1,385.77	\$1,614.04	\$1,614.04	\$1,614.04
BUSSELL, CODY	\$1,974.72	\$2,300.00	\$2,300.00	\$2,300.00
CALTON, CARL	\$1,385.77	\$1,614.04	\$1,614.04	\$1,614.04
CASTLE, JOHNNY	\$1,974.72	\$2,300.00	\$2,300.00	\$2,300.00
CONNER, TAMMY	\$692.88	\$807.02	\$807.02	\$807.02
COPAS, GEORGE	\$1,974.72	\$2,300.00	\$2,300.00	\$2,300.00
COX, PATRICK	\$692.88	\$807.02	\$807.02	\$807.02
HEARD, JIM	\$1,974.72	\$2,300.00	\$2,300.00	\$2,300.00
JACKSON, JEFF	\$1,385.77	\$1,614.04	\$1,614.04	\$1,614.04
LAWSON, COREY	\$1,385.77	\$807.02	\$807.02	\$807.02
PEARCY, BONITA	\$692.88	\$807.02	\$807.02	\$807.02
PETERS, TYLER	\$692.88	\$807.02	\$807.02	\$807.02
RODRIGUEZ, ERNIE	\$692.88	\$807.02	\$807.02	\$807.02
SALYER, JASON	\$0.00	\$807.02	\$807.02	\$807.02
SANDIDGE, MARIAN	\$1,385.77	\$1,614.04	\$1,614.04	\$1,614.04
SUMNER, PATSY	\$692.88	\$807.02	\$807.02	\$807.02
WALLEN, DAVID	\$1,385.77	\$1,614.04	\$1,614.04	\$1,614.04
Monthly Cost	\$20,370.78	\$23,726.36	\$23,726.36	\$23,726.36
Yearly Cost	\$244,449.36	\$284,716.32	\$284,716.32	\$284,716.32
Yearly Cost to Town at	\$171,114.55	\$199,301.42	\$213,537.24	\$227,773.06
Yearly Cost to Employees at	\$73,334.81	\$85,414.90	\$71,179.08	\$56,943.26
Town's Portion of the increase at		\$28,186.88	\$30,100.22	\$32,213.57
Difference of Town's portion of the increase at		\$12,080.09	\$1,913.34	\$4,026.69

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
SEPTEMBER 2017						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Download and print calendars from www.calendarstemplate.com



Town of Mount Carmel

CHRISTOPHER S. JONES, MAYOR

100 East Main Street, P.O. Box 1421
Mount Carmel, Tennessee 37645
Phone (423) 357-7311 Fax (423) 357-7710
E-Mail mcch@chartertn.net

To: The Board of Mayor and Alderman

From: Gary Lawson, City Administrator

I am saddened to inform the board that I am resigning my position as City Administrator as soon as a replacement can be found for me. I have enjoyed working with the town for the last 30 years. I think it is time for new blood or new ideals. I want to thank the board for the opportunity I was given. I wish the best for the town and the employees.

A handwritten signature in cursive script that reads "Gary Lawson".

Gary Lawson



Town of Mount Carmel

CHRISTOPHER S. JONES, MAYOR

100 East Main Street, P.O. Box 1421

Mount Carmel, Tennessee 37645

Phone (423) 357-7311 Fax (423) 357-7710

E-Mail mcch@chartertn.net

To: Board Of Alderman

From: City Administrator

As you know I am resigning as your City Administrator . Your current mayor and I have different methods of management. We have different confidence levels in our city department heads and employees . I think we have a great group of employees who will do all they can to help our citizens. I think our current mayor has a lot of ideals he wants to pursue at a faster pace than I would take. I tend to exercise more caution and at a slower pace. I know he gets frustrated that I respond to the entire board and not just one individual member. I hope whatever form of government the board decides is best for the town. I strongly recommend the City Administrator form. I would also recommend Jess Hilton be hired as Deputy City Recorder / Assistant City Administrator. This will prepare us for Marion's retirement and my replacement. Regardless, if the board chooses to stay with the administrator form of government I will stay with the town until he is trained or if the board thinks i need to leave earlier.

Cary Harrison

JESS HELTON

ETSU P.O. Box 70433, Johnson City, TN 37614
423-794-8767 (Cell) | helton@etsu.edu

Education

Master of City Management East Tennessee State University, May 2007
Concentration: **City Management**

Master of Education East Tennessee State University, August 2014
Concentration: **Student Personnel**

Bachelor of Business Administration, East Tennessee State University, May 2004
Concentration: **Human Resource Management**, Minor: Music
AACSB accredited program

Professional Experience

Area Coordinator, West Campus, East Tennessee State University, July 2007 – Present

- Provided broad range of administrative and support services for the residential life functions in Lucille Clement Hall and Luntsford Apartments of 650 students and guests along with the supervision of 2 Graduate Assistants/Resident Directors (RD), 1 undergraduate student Assistant Resident Director (ARD), 14 undergraduate student Resident Advisors, and summer hall staff.
- Ensured billing of over \$270,000 is accurately applied to summer guests and groups as Summer Camp & Conference Housing Liaison.
- Performed or supervised receipting, petty cash, and deposits for all summer groups and guests.
- Maintained residents' personal records and reviewed sensitive reports.
- Implemented the departmental element of Move-In Day. This includes interpersonal communication with the Pride Committee, Chamber of Commerce, area businesses, student organizations, alumni & faculty, staff and advisors from several departments. Recruited over 350 student volunteers to assist over 800 incoming students move into their on-campus housing.
- Gathered information from various channels and prepared reports to assist in the decision making process for campus authorities and committees.
- Provided 24 hour rotating on-call coverage for a campus of 3000 residents and guests every day including holidays and University closures. Called at various times during the 24 hour shift and must respond using sound judgement and follow standard operating procedures. Attends to emergencies/crisis situations.
- Ensured compliance with University, Tennessee Board of Regents, State, and Federal regulations.
- Provided various correspondence and notices to residents, staff, the department and other division units.
- Established and maintained effective working relationships with Public Safety Officers, Fire Protection Manager, Facilities Management Personnel, Counseling staff and other university personnel.
- Served as Campus Security Authority and hearing officer. I enforce rules and report violations. I adjudicate cases within my jurisdiction.
- Referred students frequently to appropriate campus resources whether for personal, academic or social reasons.
- Developed engagement model for area which includes different initiatives to encourage interaction and community. I observe, participate, and assess efforts for future model revisions.
- Managed annual programming budget for area.
- Functioned independently in performance of tasks under the general supervision of the Associate Director of Housing and Residence Life.

Interim Area Coordinator, West Campus, Aug. 2006-Jun. 2007
East Tennessee State University

Additional Experience

Johnson City Development Authority Intern, Johnson City, TN, 2006

- Conducted analysis of similar downtowns
- Categorized current business mix to identify needs
- Collected and updated data for downtown property database
- Performed regular office duties

PCMAGS President - Public/City Management Association of Graduate Students at East Tennessee State University, 2005 - 2007

Certifications

Certified Municipal Finance Officer (CMFO) anticipated completion November 2017
QPR (Question, Persuade & Refer) Trainer 2013

Training

Title VI & Title IX Training Module Completion November 2016

CPR/AED course December 2016

Optimize Student Learning February 2017

Success Symposium March 2017

Restorative Practices Training 2013

- Working Restoratively with People in Adversity Webinar 2014
- Restorative Leadership Development: Authority with Grace Webinar 2014

Software

Symlicity's Advocate system; Integra Systems; Banner Self-Service; TMA Systems

Professional Affiliations

Association of College and University Housing Officers (ACUHO-I)

American College Personnel Association (ACPA)

Southeastern Association of Housing Officers (SEAHO)

- Completion of SEAHO Professional Preparation Program (PPP) 2008
 - Completion of SEAHO Regional Entry Level Institute (RELI) 2008
- Tennessee Association of College and University Housing (TACUHO)

Awards

Graduate Assistant Innovation Award Student Affairs Division 2006

Outstanding Master of Public Administration Service Award 2005

University Involvement

Staff Senator, Safety Standing Committee (Chair), Critical Incident Response Team (CIRT), Pride Committee, Sigma Chi Fraternity Faculty/Staff Advisor & Housing Corp. (2007-Present)

Community Involvement

Appalachian Express Chorus (AEC) [2008-Present], President [2017 – present], Vice President of Marketing [2016 – 2017], Board of Directors: Member at Large [2011-Present], Mellow Fellows Quartet: Lead; Heritage Praise Band (banjo and rhythm guitar), Free and Accepted Masons Jonesborough, TN Rhea Lodge # 47, Order of the Eastern Star Rogersville, TN Hasson Chapter # 179

References for Applicant Jess Helton

Dr. Bonnie Burchett, Ed.D.

Director of Housing
The Department of Housing and Residence Life
East Tennessee State University
108 Dossett Hall PO Box 70723
Johnson City, TN 37614
423-439-4446
bonnie@etsu.edu

Dr. Renee Couch, Ed.D.

Associate Director
The Department of Housing and Residence Life
East Tennessee State University
108 Dossett Hall PO Box 70723
Johnson City, TN 37614
423-439-4446
renee@etsu.edu

Ms. Lakie Hensley

Apartments Manager
The Department of Housing and Residence Life
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PO BOX 70616
Johnson City, TN 37614
423-439-4446
hensley@etsu.edu

Dr. Jeff Howard

Associate Vice President for Student Engagement
Division of Student Affairs
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PO BOX 70725
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423-439-4210
howardjs@etsu.edu

Lt. Mike Orr

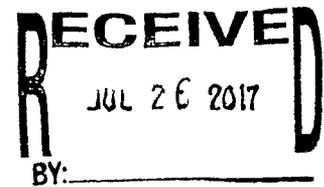
Lieutenant
Department of Public Safety
East Tennessee State University
PO BOX 70646
Johnson City, TN 37614
423-439-6900
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Mr. Dan O'Brien

Director of Environmental Health & Safety
Facilities Management, Planning & Construction
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PO BOX 70653
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Mr. Chris Taylor

Manager of Housing Operations
Office of Facilities Management, Planning and Construction
East Tennessee State University
PO BOX 70653
Johnson City, TN 37614
423-439-7765
taylorcb@etsu.edu



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

July 19, 2017

Honorable Christopher Jones, Mayor
and Honorable Board of Aldermen
Town of Mount Carmel
P.O. Box 1421
Mount Carmel, TN 37645

Dear Mayor Jones and Members of the Board:

This letter acknowledges receipt of a certified copy of the 2018 fiscal year budget.

We have reviewed the Town's budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received and is for the purpose of determining that the budget appears to be balanced. With regard to programs included in the budget such as education, roads, and corrections, we have not made any attempt to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. A property tax rate may be included in this budget, and we would recommend that local government officials be certain that all program requirements have been met before initiating the tax collection process.

This letter constitutes approval, by this office, for the Town's 2018 fiscal year budget as adopted by the governing body.

Considerations Concerning the Budget

The Town's budget included revenues and expenditures for the Drug Fund within the General Fund. The Drug Fund should be a separately budgeted fund. In the future, the Town should budget revenues and expenditures for its Drug Fund separate from its General Fund.

If you should have any questions or we may be of assistance, please feel free to call.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Thompson".

Sandra Thompson
Director of the Office of State and Local Finance

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER POLLUTION CONTROL



PLANT Town of Mount Carmel
COUNTY Hawkins
MONTH OF July m 2017

DATE	PAINFALL (G.P.)	INFLUENT FLOW (MGD)	INFLUENT MAX FLOW (MGD)	EFFLUENT FLOW (MGD)	HOURS BY-PASSED	TEMPERATURE INFLUENT (°C)	TEMPERATURE EFFLUENT (°C)	5 DAY CBOD / BOD				AMMONIA NITROGEN				SUSPENDED SOLIDS				SETTLABLE SOLIDS		DISSOLVED OXYGEN		pH		FINAL EFFLUENT				
								INFLUENT (mg/L)	EFFLUENT (mg/L)	(mg/L)	(POUNDS)	PERCENT REMOVAL	INFLUENT (mg/L)	EFFLUENT (mg/L)	(mg/L)	(POUNDS)	PERCENT REMOVAL	INFLUENT (mg/L)	EFFLUENT (mg/L)	(mg/L)	(POUNDS)	PERCENT REMOVAL	INFLUENT (mg/L)	EFFLUENT (mg/L)	(mg/L)	(mg/L)	EFFLUENT (mg/L)	EFFLUENT (STANDARD LIGHTS)	EFFLUENT (STANDARD LIGHTS)	FECAL COLIFORMS
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
1		.205		.203																		2.2	7.9	7.4	8.0		1.9			
2		.184		.182																		1.5	7.5	7.6	7.7		2.2			
3		.196		.194																		1.9	7.9	7.4	8.0	1.0	2.2			
4		.192		.190				303	9	14	97					172	3	5	98	14	0	1.7	7.7	7.0	7.8		2.0			
5		.187		.185				267	6	9	98					188	0	0	100	14	0	1.7	7.8	7.3	7.9	1.0	2.2			
6		.194		.192				125	9	14	93					120	0	0	100	7	0	1.7	7.5	7.3	7.9		1.9			
7		.177		.175																		1.5	7.4	7.2	7.9	2.0	1.6			
8		.134		.182																		1.5	7.3	7.2	7.8		1.7			
9		.197		.195																		1.2	7.4	7.4	7.9		1.4			
10		.173		.171																		1.6	7.8	7.2	7.9	3.1	1.2			
11		.168		.166				283	12	17	96					196	12	17	94	21	0	1.3	7.8	7.2	7.9		1.3			
12		.178		.176				252	11	16	96					204	1	2	100	18	0	1.6	7.5	7.4	7.9	1.0	1.4			
13		.190		.188				120	11	17	91					108	4	6	96	10	0	1.4	7.4	7.1	7.8		1.5			
14		.196		.194																		1.7	7.5	7.2	7.9	4.1	1.4			
15		.196		.194																		2.0	7.7	7.5	7.9		1.1			
16		.197		.195																		2.2	7.5	7.0	7.9		1.0			
17		.184		.187																		1.8	7.7	7.4	7.9	3.1	1.0			
18		.187		.185				333	20	31	94					208	14	22	93	25	0	1.4	7.5	7.3	7.8		.92			
19		.178		.176				291	43	63	85					220	32	47	85	19	0	1.7	7.2	7.1	7.7	613.1	.40			
20		.186		.184				310	24	37	93					280	9	14	97	28	0	1.4	7.2	7.2	7.7		1.0			
21		.177		.175																		1.6	7.4	7.2	7.9	5.2	1.1			
22		.196		.194																		1.6	7.5	7.2	8.1		.74			
23		.204		.202																		1.2	7.4	7.0	8.1		.67			
24		.187		.185																		2.2	7.4	7.7	8.0	7.3	.95			
25		.136		.184				261	16	25	94					144	13	20	91	14	0	1.2	7.4	7.4	7.9		.85			
26		.178		.176				110	19	28	83					112	18	26	84	10	0	1.3	7.4	7.5	7.9	15.8	1.1			
27		.204		.202				411	15	25	96					504	8	13	98	40	0	1.0	7.0	7.1	7.9		1.3			
28		.201		.199																		1.5	7.5	7.5	8.0	16.1	.87			
29		.200		.198																		2.4	7.5	7.5	8.0		.79			
30		.198		.196																		1.8	7.5	7.4	8.0		1.0			
31		.192		.190																		1.9	7.7	7.3	7.9	1.0	1.1			
TOTAL		5.9		5.8				3098	195	296	1116					2436	114	172	1136	220	0	50.7	22.9	22.2	24.8	6728	39.8			
AVERAGE		.190		.188				258	16	25	93					203	10	14	95	18	0	1.6	7.5	7.3	7.9	51.8	1.3			
MAXIMUM		.205		.203				411	43	63	98					504	32	47	100	40	0	2.4	7.9	7.6	8.1	613.1	2.2			
MINIMUM		.168		.166				110	6	9	83					100	0	0	84	7	0	1.0	7.0	7.0	7.7	1.0	.40			

REMARKS

CERTIFIED OPERATOR SIGNATURE James D. Howard CERTIFICATION NO 2230 GRADE IV

Mount Carmel Municipal Court
MONTHLY RECAP REPORT
 Beginning: 7/1/2017 -> 7/31/2017 Month of: July

Printed
 8/1/17
 1:01 pm

	# X	RATE =	AMOUNT +	PARTIAL =	TOTAL
City of Mount Carmel					
Clerk Fee	93 x \$	25.00 \$	2,325.00 \$	-25.00 \$	2,300.00
				Subtotal	\$ 2,300.00
Court Cost	89 x \$	51.25 \$	4,561.25 \$	-35.00 \$	4,526.25
	0 x \$	52.25 \$	0.00 \$	35.00 \$	35.00
				Subtotal	\$ 4,561.25
Municipal Fines	1 x \$	15.00 \$	15.00 \$	0.00 \$	15.00
	1 x \$	25.00 \$	25.00 \$	0.00 \$	25.00
	24 x \$	35.00 \$	840.00 \$	0.00 \$	840.00
	0 x \$	45.00 \$	0.00 \$	19.75 \$	19.75
	62 x \$	49.00 \$	3,038.00 \$	33.00 \$	3,071.00
	2 x \$	50.00 \$	100.00 \$	0.00 \$	100.00
				Subtotal	\$ 4,070.75
City of Mount Carmel Subtotal:			\$ 10,904.25 \$	27.75 \$	10,932.00

Mount Carmel Municipal Court
MONTHLY RECAP REPORT
 Beginning: 7/1/2017 -> 7/31/2017 Month of: July

Printed
 8/1/17
 1:01 pm

	# X	RATE =	AMOUNT +	PARTIAL =	TOTAL
State of Tenneses					
Education fee	92 x \$	1.00 \$	92.00 \$	-1.00 \$	91.00
				Subtotal	\$ 91.00
Fine	1 x \$	10.00 \$	10.00 \$	0.00 \$	10.00
				Subtotal	\$ 10.00
Litigation Tax	88 x \$	13.75 \$	1,210.00 \$	-13.75 \$	1,196.25
				Subtotal	\$ 1,196.25
Seat Belt Violations	4 x \$	25.00 \$	100.00 \$	0.00 \$	100.00
				Subtotal	\$ 100.00
State of Tenneses Subtotal:			\$ 1,412.00	\$ -14.75	\$ 1,397.25

**CASH ON HAND REPORT
TOWN OF MT. CARMEL
AS OF 06/30/2017**

GENERAL ACCOUNT

General			2,976,234.83				
Restricted Police Drug Reserve Fund	as 6/30/17	Actual	22,184.34				
Restricted State Street Aid (SSA)	as 6/30/17	Actual	354,715.34				
Required Fund Balance			* 1,061,149.09	\$511,149	3 months fund balance, *		\$550,000 needed to make to next year
Assigned FY2017 Budget	Retained Earnings		<u>554,160.00</u>	ord 16-440	ord 16-444	ord 16-446	ord 16-447
UNASSIGNED FUND BALANCE			984,026.06				

RESTRICTED SAVINGS ACCOUNTS

26007864	Capital Outlay General Fund		367,955.62
26007856	Emergency Fund General		8,704.22
26009175	Civil War Grant	closed 3/16/15	0.00

SEWER ACCOUNT

Sewer		711,311.88
Depreciation Fund As of 6/30/16		234,533.00
Assigned FY 2017 Budget		<u>252,979.00</u>
UNASSIGNED FUND BALANCE		223,799.88

RESTRICTED SAVINGS ACCOUNTS

26010140	Sewer Savings 2014		285,145.51
26007872	Capital Outlay Sewer Fund		226,607.59
26010090	Bond Reserve 2014		23,932.14

CDBG GRANT 2015	Closed 11/30/16 cdbg complete	0.00
CDBG RETAINAGE 2015	Closed 11/30/16 cdbg complete	0.00

CURRENT INTEREST RATE AT BANK as of 5/17/13 0.05%

**CASH ON HAND REPORT
TOWN OF MT. CARMEL
AS OF 07/31/2017**

GENERAL ACCOUNT

General			2,872,564.77	
Restricted Police Drug Reserve Fund	as 7/31/17	Actual	14,573.56	
Restricted State Street Aid (SSA)	as 7/31/17	Actual	362,155.21	
Required Fund Balance			*	1,061,149.09
				\$511,149 3 months fund balance, *
				\$550,000 needed to make to next year

Assigned FY2018 Budget	Retained Earnings	<u>560,194.00</u>	ord 17-453
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UNASSIGNED FUND BALANCE **874,492.91**

RESTRICTED SAVINGS ACCOUNTS

26007864	Capital Outlay General Fund	367,955.62
26007856	Emergency Fund General	8,704.22
26009175	Civil War Grant closed 3/16/15	0.00

SEWER ACCOUNT

Sewer	742,171.35
Depreciation Fund As of 6/30/16	234,533.00
Assigned FY 2018 Budget	<u>15,888.00</u>
	ord 17-453

UNASSIGNED FUND BALANCE **491,750.35**

RESTRICTED SAVINGS ACCOUNTS

26010140	Sewer Savings 2014	285,145.51
26007872	Capital Outlay Sewer Fund	226,607.59
26010090	Bond Reserve 2014	28,143.80

CDBG GRANT 2015	Closed 11/30/16 cdbg complete	0.00
CDBG RETAINAGE 2015	Closed 11/30/16 cdbg complete	0.00

CURRENT INTEREST RATE AT BANK as of 5/17/13 **0.05%**

Town of Mount Carmel
 Statement of Revenues - City
 July 2017

Fund : **412** Sewer Fund

Monthly Comparative 8.33%

		Total Estimated	MTD Realized	YTD Realized	Unrealized	% UnRealized
36100	Interest Earnings	300.00	(30.80)	(30.80)	269.20	89.73%
36120	Interest Earnings - Tlda	100.00	0.00	0.00	100.00	100.00%
37210	Sewer Service Charges	930,000.00	(78,458.24)	(78,458.24)	851,541.76	91.56%
37294	Accounting Fees	2,800.00	(280.00)	(280.00)	2,520.00	90.00%
37296	Sewer Tap Fees	5,000.00	(500.00)	(500.00)	4,500.00	90.00%
37299	Miscellaneous - Sewer	100.00	0.00	0.00	100.00	100.00%
Total For Fund:	412	938,300.00	(79,269.04)	(79,269.04)	859,030.96	91.55 %

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 412

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
52200	Sewer							
121			(152,000.00)	(152,000.00)	10,337.77	(141,662.23)	6.80%	10,337.77
	Wages		0.00		0.00			0.00
122			(25,000.00)	(25,000.00)	3,409.47	(21,590.53)	13.64%	3,409.47
	Overtime Wages		0.00		0.00			0.00
141			(20,000.00)	(20,000.00)	933.50	(19,066.50)	4.67%	933.50
	Oasi (Employer's Share)		0.00		0.00			0.00
142			(52,000.00)	(52,000.00)	3,573.71	(48,426.29)	6.87%	3,573.71
	Employee Insurance		0.00		0.00			0.00
143			(18,000.00)	(18,000.00)	1,384.35	(16,615.65)	7.69%	1,384.35
	Employee Retirement Plan		0.00		0.00			0.00
146			(7,000.00)	(7,000.00)	0.00	(7,000.00)	0.00%	0.00
	Workmen's Compensation		0.00		0.00			0.00
147			(320.00)	(320.00)	0.00	(320.00)	0.00%	0.00
	Unemployment Insurance		0.00		0.00			0.00
148			(2,000.00)	(2,000.00)	(260.00)	(2,260.00)	-13.00%	(260.00)
	Employee Education And Training		0.00		0.00			0.00
216			(600.00)	(600.00)	0.00	(600.00)	0.00%	0.00
	Internet Services		0.00		0.00			0.00
235			(2,000.00)	(2,000.00)	947.04	(1,052.96)	47.35%	947.04
	Dues		0.00		0.00			0.00
240			(80,000.00)	(80,000.00)	0.00	(80,000.00)	0.00%	0.00
	Utilities		0.00		0.00			0.00
245			(4,900.00)	(4,900.00)	2.90	(4,897.10)	0.06%	2.90
	Telephone And Other Communication Services		0.00		0.00			0.00
251			(500.00)	(500.00)	0.00	(500.00)	0.00%	0.00
	Medical Services		0.00		0.00			0.00
252			(5,000.00)	(5,000.00)	0.00	(5,000.00)	0.00%	0.00
	Legal Services		0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 412

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
253			(3,800.00)	(3,800.00)	0.00	(3,800.00)	0.00%	0.00
	Accounting And Auditing Fees		0.00		0.00			0.00
254			(5,000.00)	(5,000.00)	0.00	(5,000.00)	0.00%	0.00
	Engineering Services		0.00		0.00			0.00
255			(1,800.00)	(1,800.00)	0.00	(1,800.00)	0.00%	0.00
	Computer Hardware/Software Support		0.00		0.00			0.00
260			(5,000.00)	(5,000.00)	187.13	(4,812.87)	3.74%	187.13
	Repair And Maintenance Services		0.00		0.00			0.00
268			(1,500.00)	(1,500.00)	0.00	(1,500.00)	0.00%	0.00
	Repair And Maintenance Roads And Streets		0.00		0.00			0.00
280			(1,500.00)	(1,500.00)	0.00	(1,500.00)	0.00%	0.00
	Travel		0.00		0.00			0.00
290			(2,000.00)	(2,000.00)	387.10	(1,612.90)	19.36%	387.10
	Contractual Services		0.00		0.00			0.00
298			(23,484.00)	(23,484.00)	1,976.00	(21,508.00)	8.41%	1,976.00
	Commission Fees		0.00		0.00			0.00
299			(260.00)	(260.00)	65.41	(194.59)	25.16%	65.41
	Billing Services And Collections		0.00		0.00			0.00
310			(1,900.00)	(1,900.00)	49.00	(1,851.00)	2.58%	49.00
	Office Supplies And Postage		0.00		0.00			0.00
320			(7,500.00)	(7,500.00)	0.00	(7,500.00)	0.00%	0.00
	Operating Supplies		0.00		0.00			0.00
322			(14,000.00)	(14,000.00)	0.00	(14,000.00)	0.00%	0.00
	Chemicals		0.00		0.00			0.00
326			(6,200.00)	(6,200.00)	118.99	(6,081.01)	1.92%	118.99
	Clothing And Uniforms		0.00		0.00			0.00
330			(6,000.00)	(6,000.00)	59.74	(5,940.26)	1.00%	59.74
	Vehicle Operating Expense		0.00		0.00			0.00
331			(4,000.00)	(4,000.00)	149.85	(3,850.15)	3.75%	149.85
	Fuel Expense		0.00		0.00			0.00

Town of Mount Carmel
Statement of Expenditures and Encumbrances
July 2017

Fund : **412**

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
361			(50,000.00)	(50,000.00)	1,630.26	(48,369.74)	3.26%	1,630.26
		Pump Station Repair And Maintenance	0.00		0.00			0.00
362			(68,000.00)	(68,000.00)	9,670.35	(58,329.65)	14.22%	9,670.35
		Residential Pump Repair And Maintenance	0.00		0.00			0.00
363			(11,000.00)	(11,000.00)	1,724.81	(9,275.19)	15.68%	1,724.81
		Sewer Line Repair And Maintenance	0.00		0.00			0.00
364			(50,000.00)	(50,000.00)	181.25	(49,818.75)	0.36%	181.25
		Wastewater Plant Repair And Maintenance	0.00		0.00			0.00
479			(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
		Miscellaneous	0.00		0.00			0.00
510			(21,000.00)	(21,000.00)	0.00	(21,000.00)	0.00%	0.00
		Insurance	0.00		0.00			0.00
533			(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
		Machinery And Equipment Rental	0.00		0.00			0.00
540			(234,533.00)	(234,533.00)	19,544.42	(214,988.58)	8.33%	19,544.42
		Depreciation	0.00		0.00			0.00
596			(3,500.00)	(3,500.00)	0.00	(3,500.00)	0.00%	0.00
		State Permit Fees	0.00		0.00			0.00
635			(6,347.00)	(6,347.00)	579.76	(5,767.24)	9.13%	579.76
		Tlda Interest	0.00		0.00			0.00
643			(10,044.00)	(10,044.00)	0.00	(10,044.00)	0.00%	0.00
		Interest on Notes	0.00		0.00			0.00
691			(500.00)	(500.00)	0.00	(500.00)	0.00%	0.00
		Bank Service Charges	0.00		0.00			0.00
952			(30,000.00)	(30,000.00)	790.82	(29,209.18)	2.64%	790.82
		Bfi Sludge Disposal	0.00		0.00			0.00
955			(3,000.00)	(3,000.00)	210.71	(2,789.29)	7.02%	210.71
		Belt Press/Roto Rooter Maintenance	0.00		0.00			0.00
956			(10,000.00)	(10,000.00)	0.00	(10,000.00)	0.00%	0.00
		Sewer Plant Blowers	0.00		0.00			0.00

Template Name: LGC Statement of Expenditure
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Town of Mount Carmel
Statement of Expenditures and Encumbrances
July 2017

User: Marian Sandidge
 Date/Time: 8/15/2017 3:25 PM
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Fund : 412

Monthly Comparative: 8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
Total For Fund:	412		(954,188.00)	(954,188.00)	57,654.34	(896,533.66)	6.04 %	57,654.34
			0.00		0.00			0.00

Town of Mount Carmel
 Statement of Revenues - City
 July 2017

Fund : 110 General Fund		Monthly Comparative				8.33%
		Total Estimated	MTD Realized	YTD Realized	Unrealized	% Unrealized
31100	Property Taxes (Current)	1,042,000.00	(1,998.15)	(1,998.15)	1,040,001.85	99.81%
31200	Property Taxes (Prior Years)	35,000.00	(885.00)	(885.00)	34,115.00	97.47%
31300	Interest, And Court Cost On Prop Tax	9,000.00	(355.80)	(355.80)	8,644.20	96.05%
31610	Local Sales Tax	350,000.00	(29,811.72)	(29,811.72)	320,188.28	91.48%
31710	Wholesale Beer Tax	42,000.00	(4,928.48)	(4,928.48)	37,071.52	88.27%
31910	Power Franchise Taxes	175,000.00	0.00	0.00	175,000.00	100.00%
31912	Cable TV Franchise Tax	62,000.00	0.00	0.00	62,000.00	100.00%
32610	Building Permits	7,000.00	(1,470.60)	(1,470.60)	5,529.40	78.99%
33191	Postal Contract	22,536.00	(1,878.25)	(1,878.25)	20,657.75	91.67%
33410	State Supplement Pay	4,800.00	0.00	0.00	4,800.00	100.00%
33510	State Sales Tax	425,000.00	(38,956.67)	(38,956.67)	386,043.33	90.83%
33520	State Income Tax	6,000.00	(5,322.81)	(5,322.81)	677.19	11.29%
33530	State Beer Tax	2,500.00	0.00	0.00	2,500.00	100.00%
33551	State Street Aid Revenue	149,000.00	(12,598.19)	(12,598.19)	136,401.81	91.54%
33552	State Gasoline Tax	11,000.00	(913.80)	(913.80)	10,086.20	91.69%
33591	Tva Payments In Lieu Of Taxes	60,000.00	0.00	0.00	60,000.00	100.00%
33719	Library Donations	4,900.00	(588.90)	(588.90)	4,311.10	87.98%
33720	Fire Department Revenue	15,000.00	0.00	0.00	15,000.00	100.00%
34310	State Highway Contract	15,000.00	(301.50)	(301.50)	14,698.50	97.99%
34320	Cemetery Charges	3,650.00	0.00	0.00	3,650.00	100.00%
34510	Animal Control - Charges For Services	500.00	(10.00)	(10.00)	490.00	98.00%
35110	City Court Fines And Costs	75,000.00	(11,866.25)	(11,866.25)	63,133.75	84.18%
35112	Redflex Photo Speed Enforcement	0.00	(783.04)	(783.04)	(783.04)	No Budget
35140	Drug Related Fines	500.00	(59.38)	(59.38)	440.62	88.12%
35160	County Court Fines And Costs	4,000.00	(288.74)	(288.74)	3,711.26	92.78%
35200	Drug Contributions	500.00	0.00	0.00	500.00	100.00%
36100	Interest Earnings	1,000.00	(115.24)	(115.24)	884.76	88.48%
36200	Interest Earnings - State Street Aid	100.00	(12.27)	(12.27)	87.73	87.73%
36300	Interest Earnings - Drug Fund	20.00	(1.68)	(1.68)	18.32	91.60%
36990	Miscellaneous Revenues	15,000.00	(607.03)	(607.03)	14,392.97	95.95%
36991	Telecommunications Revenue	420.00	0.00	0.00	420.00	100.00%

Template Name: LGC Statement of Revenues
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Town of Mount Carmel
Statement of Revenues - City
July 2017

User: Marian Sandidge
Date/Time: 8/15/2017 3:21 PM
Page 2 of 2

Fund : 110	General Fund				Monthly Comparative	8.33%
		Total Estimated	MTD Realized	YTD Realized	Unrealized	% UnRealized
36992	Reimburse Wrecker Services	400.00	0.00	0.00	400.00	100.00%
36993	Sexual Offender Registry Revenue	500.00	0.00	0.00	500.00	100.00%
36995	Donations Veterans Memorial Wall	200.00	0.00	0.00	200.00	100.00%
Total For Fund: 110		2,539,526.00	(113,753.50)	(113,753.50)	2,425,772.50	95.52 %

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
41000	General Government							
235			(6,000.00)	(6,000.00)	0.00	(6,000.00)	0.00%	0.00
	Dues		0.00		0.00			0.00
240			(16,000.00)	(16,000.00)	0.00	(16,000.00)	0.00%	0.00
	Utilities		0.00		0.00			0.00
245			(4,600.00)	(4,600.00)	(119.99)	(4,719.99)	-2.61%	(119.99)
	Telephone And Other Communication Services		0.00		0.00			0.00
254			(10,000.00)	(10,000.00)	1,560.00	(8,440.00)	15.60%	1,560.00
	Engineering Services		0.00		0.00			0.00
510			(70,000.00)	(70,000.00)	0.00	(70,000.00)	0.00%	0.00
	Insurance		0.00		0.00			0.00
551			(9,500.00)	(9,500.00)	0.00	(9,500.00)	0.00%	0.00
	Reappraisal Costs		0.00		0.00			0.00
597			(3,000.00)	(3,000.00)	0.00	(3,000.00)	0.00%	0.00
	Safety Program		0.00		0.00			0.00
691			(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
	Bank Service Charges		0.00		0.00			0.00
720			(1,200.00)	(1,200.00)	1,110.00	(90.00)	92.50%	1,110.00
	First Tn Development District		0.00		0.00			0.00
722			(2,500.00)	(2,500.00)	0.00	(2,500.00)	0.00%	0.00
	First TN Human Resource Agency		0.00		0.00			0.00
723			(36,000.00)	(36,000.00)	235.88	(35,764.12)	0.66%	235.88
	Senior Citizens Donation		0.00		0.00			0.00
724			(2,500.00)	(2,500.00)	0.00	(2,500.00)	0.00%	0.00
	Hawkins Co Chamber Of Commerce		0.00		0.00			0.00
940			0.00	0.00	7,474.55	7,474.55	No Budget	7,474.55
	Equipment		0.00		0.00			0.00
41500	Financial Administration							
121			(215,000.00)	(215,000.00)	15,064.63	(199,935.37)	7.01%	15,064.63
	Wages		0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
141			(19,500.00)	(19,500.00)	1,426.33	(18,073.67)	7.31%	1,426.33
		Oasi (Employer's Share)	0.00		0.00			0.00
142			(41,000.00)	(41,000.00)	2,769.37	(38,230.63)	6.75%	2,769.37
		Employee Insurance	0.00		0.00			0.00
143			(22,000.00)	(22,000.00)	1,401.54	(20,598.46)	6.37%	1,401.54
		Employee Retirement Plan	0.00		0.00			0.00
146			(1,600.00)	(1,600.00)	0.00	(1,600.00)	0.00%	0.00
		Workmen's Compensation	0.00		0.00			0.00
147			(560.00)	(560.00)	3.44	(556.56)	0.61%	3.44
		Unemployment Insurance	0.00		0.00			0.00
148			(4,000.00)	(4,000.00)	105.00	(3,895.00)	2.63%	105.00
		Employee Education And Training	0.00		0.00			0.00
161			(16,000.00)	(16,000.00)	1,850.00	(14,150.00)	11.56%	1,850.00
		Fees Of Alderman And Mayor	0.00		0.00			0.00
162			(34,000.00)	(34,000.00)	2,808.00	(31,192.00)	8.26%	2,808.00
		City Administrator	0.00		0.00			0.00
216			(2,500.00)	(2,500.00)	0.00	(2,500.00)	0.00%	0.00
		Internet Services	0.00		0.00			0.00
217			(1,500.00)	(1,500.00)	1,600.00	100.00	106.67%	1,600.00
		Web Services	0.00		0.00			0.00
233			(250.00)	(250.00)	0.00	(250.00)	0.00%	0.00
		Housing Authority	0.00		0.00			0.00
234			(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
		Newsletter	0.00		0.00			0.00
237			(3,200.00)	(3,200.00)	338.66	(2,861.34)	10.58%	338.66
		Advertising	0.00		0.00			0.00
250			(4,800.00)	(4,800.00)	0.00	(4,800.00)	0.00%	0.00
		City Judge	0.00		0.00			0.00
251			(250.00)	(250.00)	0.00	(250.00)	0.00%	0.00
		Medical Services	0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
252			(50,000.00)	(50,000.00)	0.00	(50,000.00)	0.00%	0.00
	Legal Services		0.00		0.00			0.00
253			(25,000.00)	(25,000.00)	0.00	(25,000.00)	0.00%	0.00
	Accounting And Auditing Fees		0.00		0.00			0.00
255			(38,000.00)	(38,000.00)	14,469.00	(23,531.00)	38.08%	14,469.00
	Computer Hardware/Software Support		0.00		0.00			0.00
257			(8,400.00)	(8,400.00)	2,100.00	(6,300.00)	25.00%	2,100.00
	Planning And Zoning Services		0.00		0.00			0.00
266			(25,000.00)	(25,000.00)	431.25	(24,568.75)	1.73%	431.25
	Repair And Maintenance Buildings		0.00		0.00			0.00
280			(2,500.00)	(2,500.00)	0.00	(2,500.00)	0.00%	0.00
	Travel		0.00		0.00			0.00
290			(5,000.00)	(5,000.00)	0.00	(5,000.00)	0.00%	0.00
	Contractual Services		0.00		0.00			0.00
298			(2,800.00)	(2,800.00)	57.22	(2,742.78)	2.04%	57.22
	Commission Fees		0.00		0.00			0.00
310			(16,000.00)	(16,000.00)	175.85	(15,824.15)	1.10%	175.85
	Office Supplies And Postage		0.00		0.00			0.00
312			(2,200.00)	(2,200.00)	0.00	(2,200.00)	0.00%	0.00
	Pitney Bowes Supplies		0.00		0.00			0.00
479			(5,000.00)	(5,000.00)	0.00	(5,000.00)	0.00%	0.00
	Miscellaneous		0.00		0.00			0.00
625			(2,000.00)	(2,000.00)	112.03	(1,887.97)	5.60%	112.03
	Operating Lease Copier		0.00		0.00			0.00
947			(4,800.00)	(4,800.00)	0.00	(4,800.00)	0.00%	0.00
	New Computer/Support/Equipment		0.00		0.00			0.00
42100	Police Department							
121			(325,000.00)	(325,000.00)	23,606.69	(301,393.31)	7.26%	23,606.69
	Wages		0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
122			(26,000.00)	(26,000.00)	3,370.82	(22,629.18)	12.96%	3,370.82
		Overtime Wages	0.00		0.00			0.00
123			(5,000.00)	(5,000.00)	0.00	(5,000.00)	0.00%	0.00
		VOLUNTEER INCENTIVE PAY	0.00		0.00			0.00
141			(29,000.00)	(29,000.00)	1,930.27	(27,069.73)	6.66%	1,930.27
		Oasi (Employer's Share)	0.00		0.00			0.00
142			(110,000.00)	(110,000.00)	6,255.37	(103,744.63)	5.69%	6,255.37
		Employee Insurance	0.00		0.00			0.00
143			(35,000.00)	(35,000.00)	2,303.66	(32,696.34)	6.58%	2,303.66
		Employee Retirement Plan	0.00		0.00			0.00
146			(25,000.00)	(25,000.00)	0.00	(25,000.00)	0.00%	0.00
		Workmen's Compensation	0.00		0.00			0.00
147			(1,200.00)	(1,200.00)	5.15	(1,194.85)	0.43%	5.15
		Unemployment Insurance	0.00		0.00			0.00
148			(5,500.00)	(5,500.00)	0.00	(5,500.00)	0.00%	0.00
		Employee Education And Training	0.00		0.00			0.00
216			(5,200.00)	(5,200.00)	79.98	(5,120.02)	1.54%	79.98
		Internet Services	0.00		0.00			0.00
219			(980.00)	(980.00)	0.00	(980.00)	0.00%	0.00
		Ecom	0.00		0.00			0.00
235			(500.00)	(500.00)	0.00	(500.00)	0.00%	0.00
		Dues	0.00		0.00			0.00
245			(5,500.00)	(5,500.00)	(307.83)	(5,807.83)	-5.60%	(307.83)
		Telephone And Other Communication Services	0.00		0.00			0.00
251			(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
		Medical Services	0.00		0.00			0.00
255			(18,000.00)	(18,000.00)	0.00	(18,000.00)	0.00%	0.00
		Computer Hardware/Software Support	0.00		0.00			0.00
259			(1,075.00)	(1,075.00)	0.00	(1,075.00)	0.00%	0.00
		Wrecker/Towing Services	0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
261			(250.00)	(250.00)	0.00	(250.00)	0.00%	0.00
		Sexual Offender Registry	0.00		0.00			0.00
266			(7,000.00)	(7,000.00)	0.00	(7,000.00)	0.00%	0.00
		Repair And Maintenance Buildings	0.00		0.00			0.00
280			(4,000.00)	(4,000.00)	0.00	(4,000.00)	0.00%	0.00
		Travel	0.00		0.00			0.00
310			(6,000.00)	(6,000.00)	0.00	(6,000.00)	0.00%	0.00
		Office Supplies And Postage	0.00		0.00			0.00
320			(8,000.00)	(8,000.00)	235.00	(7,765.00)	2.94%	235.00
		Operating Supplies	0.00		0.00			0.00
325			(3,000.00)	(3,000.00)	0.00	(3,000.00)	0.00%	0.00
		Bullet Proof Vests	0.00		0.00			0.00
326			(6,000.00)	(6,000.00)	0.00	(6,000.00)	0.00%	0.00
		Clothing And Uniforms	0.00		0.00			0.00
330			(18,000.00)	(18,000.00)	1,539.64	(16,460.36)	8.55%	1,539.64
		Vehicle Operating Expense	0.00		0.00			0.00
331			(18,000.00)	(18,000.00)	452.44	(17,547.56)	2.51%	452.44
		Fuel Expense	0.00		0.00			0.00
336			(1,500.00)	(1,500.00)	0.00	(1,500.00)	0.00%	0.00
		Radio Expense	0.00		0.00			0.00
479			(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
		Miscellaneous	0.00		0.00			0.00
560			(12,000.00)	(12,000.00)	1,277.67	(10,722.33)	10.65%	1,277.67
		Dept Of Safety Charges	0.00		0.00			0.00
625			(2,000.00)	(2,000.00)	167.06	(1,832.94)	8.35%	167.06
		Operating Lease Copier	0.00		0.00			0.00
940			(40,000.00)	(40,000.00)	38,983.88	(1,016.12)	97.46%	38,983.88
		Equipment	0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
42129	Drug Fund							
320			(5,000.00)	(5,000.00)	0.00	(5,000.00)	0.00%	0.00
	Operating Supplies		0.00		0.00			0.00
940			(5,500.00)	(5,500.00)	4,012.50	(1,487.50)	72.95%	4,012.50
	Equipment		0.00		0.00			0.00
42200	Fire Department							
121			(65,000.00)	(65,000.00)	2,756.00	(62,244.00)	4.24%	2,756.00
	Wages		0.00		0.00			0.00
122			(15,000.00)	(15,000.00)	1,871.70	(13,128.30)	12.48%	1,871.70
	Overtime Wages		0.00		0.00			0.00
123			(10,000.00)	(10,000.00)	0.00	(10,000.00)	0.00%	0.00
	VOLUNTEER INCENTIVE PAY		0.00		0.00			0.00
141			(5,500.00)	(5,500.00)	350.54	(5,149.46)	6.37%	350.54
	Oasi (Employer's Share)		0.00		0.00			0.00
142			(22,000.00)	(22,000.00)	0.00	(22,000.00)	0.00%	0.00
	Employee Insurance		0.00		0.00			0.00
143			(7,500.00)	(7,500.00)	61.23	(7,438.77)	0.82%	61.23
	Employee Retirement Plan		0.00		0.00			0.00
146			(3,800.00)	(3,800.00)	0.00	(3,800.00)	0.00%	0.00
	Workmen's Compensation		0.00		0.00			0.00
147			(400.00)	(400.00)	10.87	(389.13)	2.72%	10.87
	Unemployment Insurance		0.00		0.00			0.00
148			(4,000.00)	(4,000.00)	0.00	(4,000.00)	0.00%	0.00
	Employee Education And Training		0.00		0.00			0.00
235			(500.00)	(500.00)	0.00	(500.00)	0.00%	0.00
	Dues		0.00		0.00			0.00
238			(3,300.00)	(3,300.00)	0.00	(3,300.00)	0.00%	0.00
	Public Relations/Parade		0.00		0.00			0.00
240			(14,000.00)	(14,000.00)	0.00	(14,000.00)	0.00%	0.00
	Utilities		0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
244			(1,700.00)	(1,700.00)	834.00	(866.00)	49.06%	834.00
	E-Dispatch		0.00		0.00			0.00
245			(2,000.00)	(2,000.00)	8.56	(1,991.44)	0.43%	8.56
	Telephone And Other Communication Services		0.00		0.00			0.00
251			(2,500.00)	(2,500.00)	105.00	(2,395.00)	4.20%	105.00
	Medical Services		0.00		0.00			0.00
255			(500.00)	(500.00)	0.00	(500.00)	0.00%	0.00
	Computer Hardware/Software Support		0.00		0.00			0.00
266			(15,000.00)	(15,000.00)	465.33	(14,534.67)	3.10%	465.33
	Repair And Maintenance Buildings		0.00		0.00			0.00
280			(3,000.00)	(3,000.00)	0.00	(3,000.00)	0.00%	0.00
	Travel		0.00		0.00			0.00
281			(5,500.00)	(5,500.00)	0.00	(5,500.00)	0.00%	0.00
	Osha Testing		0.00		0.00			0.00
290			(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
	Contractual Services		0.00		0.00			0.00
310			(1,250.00)	(1,250.00)	0.00	(1,250.00)	0.00%	0.00
	Office Supplies And Postage		0.00		0.00			0.00
320			(3,500.00)	(3,500.00)	189.96	(3,310.04)	5.43%	189.96
	Operating Supplies		0.00		0.00			0.00
326			(4,000.00)	(4,000.00)	0.00	(4,000.00)	0.00%	0.00
	Clothing And Uniforms		0.00		0.00			0.00
330			(22,000.00)	(22,000.00)	2,327.05	(19,672.95)	10.58%	2,327.05
	Vehicle Operating Expense		0.00		0.00			0.00
331			(5,000.00)	(5,000.00)	122.26	(4,877.74)	2.45%	122.26
	Fuel Expense		0.00		0.00			0.00
336			(1,500.00)	(1,500.00)	0.00	(1,500.00)	0.00%	0.00
	Radio Expense		0.00		0.00			0.00
344			(4,000.00)	(4,000.00)	0.00	(4,000.00)	0.00%	0.00
	Fire Department Equipment		0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
479			(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
	Miscellaneous		0.00		0.00			0.00
940			(35,000.00)	(35,000.00)	0.00	(35,000.00)	0.00%	0.00
	Equipment		0.00		0.00			0.00
42400 Animal Control Department								
121			(25,000.00)	(25,000.00)	1,928.60	(23,071.40)	7.71%	1,928.60
	Wages		0.00		0.00			0.00
122			(5,000.00)	(5,000.00)	0.00	(5,000.00)	0.00%	0.00
	Overtime Wages		0.00		0.00			0.00
141			(2,200.00)	(2,200.00)	142.65	(2,057.35)	6.48%	142.65
	Oasi (Employer's Share)		0.00		0.00			0.00
142			(1,000.00)	(1,000.00)	57.94	(942.06)	5.79%	57.94
	Employee Insurance		0.00		0.00			0.00
143			(2,500.00)	(2,500.00)	130.33	(2,369.67)	5.21%	130.33
	Employee Retirement Plan		0.00		0.00			0.00
146			(1,700.00)	(1,700.00)	0.00	(1,700.00)	0.00%	0.00
	Workmen's Compensation		0.00		0.00			0.00
147			(160.00)	(160.00)	1.91	(158.09)	1.19%	1.91
	Unemployment Insurance		0.00		0.00			0.00
148			(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
	Employee Education And Training		0.00		0.00			0.00
216			(1,100.00)	(1,100.00)	79.99	(1,020.01)	7.27%	79.99
	Internet Services		0.00		0.00			0.00
235			(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
	Dues		0.00		0.00			0.00
240			(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
	Utilities		0.00		0.00			0.00
245			(650.00)	(650.00)	0.00	(650.00)	0.00%	0.00
	Telephone And Other Communication Services		0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
251			(1,200.00)	(1,200.00)	0.00	(1,200.00)	0.00%	0.00
	Medical Services		0.00		0.00			0.00
266			(1,000.00)	(1,000.00)	97.27	(902.73)	9.73%	97.27
	Repair And Maintenance Buildings		0.00		0.00			0.00
280			(2,500.00)	(2,500.00)	0.00	(2,500.00)	0.00%	0.00
	Travel		0.00		0.00			0.00
310			(400.00)	(400.00)	0.00	(400.00)	0.00%	0.00
	Office Supplies And Postage		0.00		0.00			0.00
320			(500.00)	(500.00)	0.00	(500.00)	0.00%	0.00
	Operating Supplies		0.00		0.00			0.00
323			(400.00)	(400.00)	0.00	(400.00)	0.00%	0.00
	Food (Animals)		0.00		0.00			0.00
326			(800.00)	(800.00)	0.00	(800.00)	0.00%	0.00
	Clothing And Uniforms		0.00		0.00			0.00
330			(2,500.00)	(2,500.00)	3,049.42	549.42	121.98%	3,049.42
	Vehicle Operating Expense		0.00		0.00			0.00
331			(2,500.00)	(2,500.00)	65.28	(2,434.72)	2.61%	65.28
	Fuel Expense		0.00		0.00			0.00
479			(200.00)	(200.00)	0.00	(200.00)	0.00%	0.00
	Miscellaneous		0.00		0.00			0.00
42420	Building Inspection/Stormwater Managemnt							
121			(30,000.00)	(30,000.00)	2,718.39	(27,281.61)	9.06%	2,718.39
	Wages		0.00		0.00			0.00
141			(2,700.00)	(2,700.00)	207.96	(2,492.04)	7.70%	207.96
	Oasi (Employer's Share)		0.00		0.00			0.00
146			(1,800.00)	(1,800.00)	0.00	(1,800.00)	0.00%	0.00
	Workmen's Compensation		0.00		0.00			0.00
147			(80.00)	(80.00)	0.00	(80.00)	0.00%	0.00
	Unemployment Insurance		0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
148			(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
		Employee Education And Training	0.00		0.00			0.00
216			(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
		Internet Services	0.00		0.00			0.00
235			(4,000.00)	(4,000.00)	0.00	(4,000.00)	0.00%	0.00
		Dues	0.00		0.00			0.00
240			(6,000.00)	(6,000.00)	0.00	(6,000.00)	0.00%	0.00
		Utilities	0.00		0.00			0.00
245			(550.00)	(550.00)	(20.00)	(570.00)	-3.64%	(20.00)
		Telephone And Other Communication Services	0.00		0.00			0.00
266			(2,000.00)	(2,000.00)	269.51	(1,730.49)	13.48%	269.51
		Repair And Maintenance Buildings	0.00		0.00			0.00
269			(6,000.00)	(6,000.00)	0.00	(6,000.00)	0.00%	0.00
		Demolition	0.00		0.00			0.00
280			(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
		Travel	0.00		0.00			0.00
320			(1,000.00)	(1,000.00)	36.99	(963.01)	3.70%	36.99
		Operating Supplies	0.00		0.00			0.00
479			(750.00)	(750.00)	0.00	(750.00)	0.00%	0.00
		Miscellaneous	0.00		0.00			0.00
43100		Highways And Streets						
121			(150,000.00)	(150,000.00)	15,298.24	(134,701.76)	10.20%	15,298.24
		Wages	0.00		0.00			0.00
122			(5,000.00)	(5,000.00)	203.70	(4,796.30)	4.07%	203.70
		Overtime Wages	0.00		0.00			0.00
141			(12,000.00)	(12,000.00)	1,130.20	(10,869.80)	9.42%	1,130.20
		Oasi (Employer's Share)	0.00		0.00			0.00
142			(50,250.00)	(50,250.00)	2,759.52	(47,490.48)	5.49%	2,759.52
		Employee Insurance	0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
143			(15,000.00)	(15,000.00)	1,154.27	(13,845.73)	7.70%	1,154.27
		Employee Retirement Plan	0.00		0.00			0.00
146			(15,700.00)	(15,700.00)	0.00	(15,700.00)	0.00%	0.00
		Workmen's Compensation	0.00		0.00			0.00
147			(320.00)	(320.00)	5.87	(314.13)	1.83%	5.87
		Unemployment Insurance	0.00		0.00			0.00
148			(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
		Employee Education And Training	0.00		0.00			0.00
216			(2,200.00)	(2,200.00)	136.25	(2,063.75)	6.19%	136.25
		Internet Services	0.00		0.00			0.00
240			(7,000.00)	(7,000.00)	186.39	(6,813.61)	2.66%	186.39
		Utilities	0.00		0.00			0.00
245			(4,500.00)	(4,500.00)	(18.79)	(4,518.79)	-0.42%	(18.79)
		Telephone And Other Communication Services	0.00		0.00			0.00
251			(1,500.00)	(1,500.00)	47.00	(1,453.00)	3.13%	47.00
		Medical Services	0.00		0.00			0.00
266			(26,000.00)	(26,000.00)	3.06	(25,996.94)	0.01%	3.06
		Repair And Maintenance Buildings	0.00		0.00			0.00
268			(20,000.00)	(20,000.00)	5,372.91	(14,627.09)	26.86%	5,372.91
		Repair And Maintenance Roads And Streets	0.00		0.00			0.00
280			(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
		Travel	0.00		0.00			0.00
294			(750.00)	(750.00)	0.00	(750.00)	0.00%	0.00
		Equipment Leasing	0.00		0.00			0.00
310			(1,500.00)	(1,500.00)	0.00	(1,500.00)	0.00%	0.00
		Office Supplies And Postage	0.00		0.00			0.00
320			(10,000.00)	(10,000.00)	350.29	(9,649.71)	3.50%	350.29
		Operating Supplies	0.00		0.00			0.00
326			(4,000.00)	(4,000.00)	0.00	(4,000.00)	0.00%	0.00
		Clothing And Uniforms	0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
330			(23,000.00)	(23,000.00)	4,430.87	(18,569.13)	19.26%	4,430.87
		Vehicle Operating Expense	0.00		0.00			0.00
331			(17,000.00)	(17,000.00)	529.23	(16,470.77)	3.11%	529.23
		Fuel Expense	0.00		0.00			0.00
479			(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
		Miscellaneous	0.00		0.00			0.00
482			(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
		Drainage Repair	0.00		0.00			0.00
931			(120,000.00)	(120,000.00)	0.00	(120,000.00)	0.00%	0.00
		Paving	0.00		0.00			0.00
943			(12,000.00)	(12,000.00)	0.00	(12,000.00)	0.00%	0.00
		Road Construction	0.00		0.00			0.00
43190		State Street Aid						
247			(46,000.00)	(46,000.00)	3,383.87	(42,616.13)	7.36%	3,383.87
		Street Lighting	0.00		0.00			0.00
342			(5,000.00)	(5,000.00)	0.00	(5,000.00)	0.00%	0.00
		Sign Parts And Supplies	0.00		0.00			0.00
343			(5,000.00)	(5,000.00)	1,301.34	(3,698.66)	26.03%	1,301.34
		Traffic Light Maintenance	0.00		0.00			0.00
400			(90,000.00)	(90,000.00)	986.66	(89,013.34)	1.10%	986.66
		Materials And Supplies	0.00		0.00			0.00
931			(45,000.00)	(45,000.00)	0.00	(45,000.00)	0.00%	0.00
		Paving	0.00		0.00			0.00
940			(150,000.00)	(150,000.00)	2,872.88	(147,127.12)	1.92%	2,872.88
		Equipment	0.00		0.00			0.00
43200		Solid Waste And Recycling						
121			(38,000.00)	(38,000.00)	2,887.50	(35,112.50)	7.60%	2,887.50
		Wages	0.00		0.00			0.00
122			(2,500.00)	(2,500.00)	144.38	(2,355.62)	5.78%	144.38
		Overtime Wages	0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
141			(3,200.00)	(3,200.00)	200.47	(2,999.53)	6.26%	200.47
		Oasi (Employer's Share)	0.00		0.00			0.00
142			(20,000.00)	(20,000.00)	1,075.65	(18,924.35)	5.38%	1,075.65
		Employee Insurance	0.00		0.00			0.00
143			(4,500.00)	(4,500.00)	305.31	(4,194.69)	6.78%	305.31
		Employee Retirement Plan	0.00		0.00			0.00
146			(3,000.00)	(3,000.00)	0.00	(3,000.00)	0.00%	0.00
		Workmen's Compensation	0.00		0.00			0.00
147			(80.00)	(80.00)	0.00	(80.00)	0.00%	0.00
		Unemployment Insurance	0.00		0.00			0.00
251			(250.00)	(250.00)	0.00	(250.00)	0.00%	0.00
		Medical Services	0.00		0.00			0.00
290			(162,000.00)	(162,000.00)	0.00	(162,000.00)	0.00%	0.00
		Contractual Services	0.00		0.00			0.00
320			(500.00)	(500.00)	0.00	(500.00)	0.00%	0.00
		Operating Supplies	0.00		0.00			0.00
330			(15,000.00)	(15,000.00)	1.35	(14,998.65)	0.01%	1.35
		Vehicle Operating Expense	0.00		0.00			0.00
43500	Liberty Hill Cemetery							
252			(1,650.00)	(1,650.00)	0.00	(1,650.00)	0.00%	0.00
		Legal Services	0.00		0.00			0.00
265			(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
		Cemetery Repair and Maintenance	0.00		0.00			0.00
44440	Recreation							
216			(1,200.00)	(1,200.00)	0.00	(1,200.00)	0.00%	0.00
		Internet Services	0.00		0.00			0.00
240			(4,200.00)	(4,200.00)	0.00	(4,200.00)	0.00%	0.00
		Utilities	0.00		0.00			0.00
296			(40,000.00)	(40,000.00)	0.00	(40,000.00)	0.00%	0.00
		Joint Recreation Director	0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
297			(25,000.00)	(25,000.00)	7,988.48	(17,011.52)	31.95%	7,988.48
		Joint Recreation Programs	0.00		0.00			0.00
300			(2,000.00)	(2,000.00)	75.00	(1,925.00)	3.75%	75.00
		Veteran War Memorial Park	0.00		0.00			0.00
320			(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
		Operating Supplies	0.00		0.00			0.00
479			(250.00)	(250.00)	0.00	(250.00)	0.00%	0.00
		Miscellaneous	0.00		0.00			0.00
725			(50,000.00)	(50,000.00)	4,984.15	(45,015.85)	9.97%	4,984.15
		Park Development And Operation	0.00		0.00			0.00
44800		Library						
121			(35,000.00)	(35,000.00)	2,322.09	(32,677.91)	6.63%	2,322.09
		Wages	0.00		0.00			0.00
141			(2,700.00)	(2,700.00)	177.64	(2,522.36)	6.58%	177.64
		Oasi (Employer's Share)	0.00		0.00			0.00
146			(150.00)	(150.00)	0.00	(150.00)	0.00%	0.00
		Workmen's Compensation	0.00		0.00			0.00
147			(240.00)	(240.00)	6.97	(233.03)	2.90%	6.97
		Unemployment Insurance	0.00		0.00			0.00
148			(250.00)	(250.00)	0.00	(250.00)	0.00%	0.00
		Employee Education And Training	0.00		0.00			0.00
216			(850.00)	(850.00)	59.99	(790.01)	7.06%	59.99
		Internet Services	0.00		0.00			0.00
240			(3,500.00)	(3,500.00)	0.00	(3,500.00)	0.00%	0.00
		Utilities	0.00		0.00			0.00
245			(475.00)	(475.00)	12.96	(462.04)	2.73%	12.96
		Telephone And Other Communication Services	0.00		0.00			0.00
251			(200.00)	(200.00)	0.00	(200.00)	0.00%	0.00
		Medical Services	0.00		0.00			0.00

Town of Mount Carmel
 Statement of Expenditures and Encumbrances
 July 2017

Fund : 110

Monthly Comparative:

8.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
255			(2,900.00)	(2,900.00)	0.00	(2,900.00)	0.00%	0.00
	Computer Hardware/Software Support		0.00		0.00			0.00
266			(2,000.00)	(2,000.00)	8.00	(1,992.00)	0.40%	8.00
	Repair And Maintenance Buildings		0.00		0.00			0.00
280			(300.00)	(300.00)	0.00	(300.00)	0.00%	0.00
	Travel		0.00		0.00			0.00
310			(1,500.00)	(1,500.00)	97.19	(1,402.81)	6.48%	97.19
	Office Supplies And Postage		0.00		0.00			0.00
479			(250.00)	(250.00)	0.00	(250.00)	0.00%	0.00
	Miscellaneous		0.00		0.00			0.00
490			(5,500.00)	(5,500.00)	0.00	(5,500.00)	0.00%	0.00
	BOOKS		0.00		0.00			0.00
625			(800.00)	(800.00)	0.00	(800.00)	0.00%	0.00
	Operating Lease Copier		0.00		0.00			0.00
721			(850.00)	(850.00)	0.00	(850.00)	0.00%	0.00
	Summer Reading Program		0.00		0.00			0.00
Total For Fund: 110			(3,099,720.00)	(3,099,720.00)	217,234.69	(2,882,485.31)	7.01 %	217,234.69
			0.00		0.00			0.00

Mt. Carmel Department of Public Works Monthly Report

Period Of Report From 7/1/17 To 7/31/17

Street Department	Current Month	No.of Employees	YTD Totals	Previous YTD	
Hours Plowing Snow	0	6			
Tons of Salt Spreaded	0	5			
Tons of Cold Mix Used	1	5			
Hours Mowing	126	4			
Hours Weed Eating	4	4			
Number of Signs Repaired	2	2			
Number of Holes Patched	8	4			
Hours Street Maintenance	93	5			

State Street Aid	Current Month	No.of Employees	YTD Totals	Previous YTD	
Hours Mowing	31.0	5			
Hours Weed Eating / Spraying	6.0	2			
Hours Picking Up Litter	3.0	2			
Hours Trimming Trees	0	5			
Number of Holes Patched	0	4			
Number of Signs Repaired	0	2			
Hours Street Maintenance	93	5			
Hours Plowing Snow	0	5			
Tons of Salt Spreaded	0	5			

Building - Ground - Recycling	Current Month	No.of Employees	YTD Totals	Previous YTD	
Number of White Goods	51	1			
Number of Furniture	159	1			
Loads of Brush	55	1			
Loads of Bagged Leaves	0	1			
Loads Of Leaves (Leaf Vac.)	0	3			
Recycle Trips	4	2			

Mt. Carmel Department of Public Works

Monthly Report

City Park	Current Month	No. of Employees	YTD Totals	Previous YTD	
Hours Mowing Park	20	2			
Hours Weed Eating	5	2			
Hours Cleaning Park	20	2			
Hours Cleaning Restrooms	20	2			
Veterans Memorial - Park	2	4			

Maintenance	Current Month	No. of Employees	YTD Totals	Previous YTD	
Hours of Building Maintenance	97	5			
Hours fo Grounds Maintenance	290.5	5			
Hours of Repairing Equipment	20	5			
Hours of Servicing Equipment	1.0	5			
Hours Cleaning Equipment	11	5			

Employees	Current Overtime	YTD Overtime
Jason Salyer		
David Wallen		
Carl Calton		
Steven Mclain		
Steve Barnes		
Tyler Peters		