



BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

July 24, 2025 - 5:30 P.M.
City Hall, 100 Main Street E.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Welcome from the Mayor
6. Approval and/or Correction of the minutes of the Board of Mayor and Aldermen Meeting dated June 26, 2025, monthly financial report, and department reports.
7. Visitors' Comments:
8. Old Business:
 NONE
9. New Business:
 - A. FIRST READING: Ordinance 25-542: Municipal Court Costs
 - B. DISCUSSION AND CONSIDERATION: Wastewater Rate Study Contract with MTAS
10. Board Comments: Mayor, Vice-Mayor, Aldermen, Staff Comments: City Manager, Asst. City Manager, City Attorney
11. Adjourn



TOWN OF MOUNT CARMEL

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

A regularly scheduled meeting of the Town of Mount Carmel, Tennessee Board of Mayor and Aldermen was held at Town of Mount Carmel City Hall, 100 East Main Street, on June 26, 2025, at 5:30p.m.

CALL TO ORDER

5:30 pm by Mayor John Gibson

INVOCATION AND PLEDGE OF ALLEGIANCE

Led by Vice-Mayor Bare and Alderman Binstock

ROLL CALL:

BMA	Present	Absent	City Administration Present
Alderman Darby Patrick	✓		Jim Stables, City Manager
Alderman Philip Binstock	✓		Allen Coup, City Attorney
Alderman James Cross	✓		Tyler Williams, Asst. City Manager/CFO/Recorder
Alderman Mindy Shugart	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		

WELCOME FROM THE MAYOR

Mayor Gibson welcomed everyone

APPROVAL and/or correction of the May 22, 2025, Board of Mayor and Aldermen meeting minutes, departmental and financial reports.

Motion: Alderman Shugart

Second: Vice-Mayor Bare

Approved: All present voting in favor

VISITOR COMMENTS

NONE

OLD BUSINESS

A. SECOND READING: Ordinance 25-541: Retail Package Store Licensing

Amendment to 8-302 to change wording to "Before any certificate, as required by Tennessee Code Annotated, §57-3-208 shall be signed by the mayor, or a majority of the board of mayor and aldermen, a request in writing shall be filed with the recorder, giving the following information..."

Motion: Vice-Mayor Bare

Second: Alderman Binstock

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

Adopt Ordinance as written.

Motion: Alderman Binstock

Second: Alderman Gilliam

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

NEW BUSINESS

A. DISCUSSION AND CONSIDERATION: Resolution 25-653: Personnel Policies and Procedures

Amendment to remove Juneteenth as a Town holiday and replace with a floating holiday.

Motion: Alderman Patrick

Second: Alderman Binstock

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

Adopt Personnel Policies and Procedures as written.

Motion: Alderman Shugart

Second: Alderman Binstock

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

B. DISCUSSION AND CONSIDERATION: Commit Additional Funds to CDBG Ladder Truck Purchase Grant

Motion: Alderman Binstock

Second: Vice-Mayor Bare

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

C. DISCUSSION AND CONSIDERATION: Carter's Valley Fire Dept. Request for Turkey Shoots

Motion: Alderman Shugart

Second: Alderman Binstock

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

D. DISCUSSION AND CONSIDERATION: Surplus Items

Surplus up to 10 executive office chairs and 1 walk-thru metal detector on GovDeals

Motion: Alderman Shugart

Second: Alderman Binstock

Approved: All present voting in favor

E. DISCUSSION AND CONSIDERATION: K-9 Drug Enforcement Grant

Authorization to pursue a K-9 Drug Enforcement Grant through Jireh K9, excess costs funded by Drug Fund

Motion: Alderman Gilliam

Second: Alderman Binstock

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

ADJOURN

Motion: Alderman Shugart at **6:01 P.M.**

Second: Alderman Binstock

Approved: *All present voting in favor*

Approve: _____
John Gibson, Mayor

Attest: _____
Tyler Williams, City Recorder



FINANCIAL REPORT

TOWN OF MOUNT CARMEL, TN

Month ending 06/30/2025

<u>GENERAL FUND:</u>	<u>BALANCE:</u>
Checking Account (First Horizon)	\$1,497,979.04
LGIP Investment Account	\$5,152,154.99
Capital Outlay Savings (First Horizon)	\$1,403,623.81
TOTAL:	\$8,053,757.84

<u>DRUG FUND:</u>	<u>BALANCE:</u>
Drug Fund Checking (First Horizon)	\$14,576.16
Special Drug Fund (First Horizon)	\$1,038.95
TOTAL:	\$15,615.11

<u>SEWER FUND:</u>	<u>BALANCE:</u>
Checking Account (First Horizon)	\$980,913.12
Savings/Bond Reserve 2014 (First Horizon)	\$105,851.59
Savings/Sewer Savings 2014 (First Horizon)	\$534,202.28
TOTAL:	\$1,620,966.99

GRAND TOTAL CASH ON HAND:	\$9,690,339.94
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Current Savings Rate: 3.20%
Current LGIP Rate: 4.28%

Fund :	110	General Fund		Total Estimated	MTD Realized	YTD Realized	Monthly Comparative	
							Unrealized	% Unrealized
31100		Property Taxes (Current)		1,513,000.00	(1,783.00)	(1,555,424.06)	(42,424.06)	-2.80%
31200		Property Taxes (Prior Years)		40,000.00	(6,099.31)	(56,022.99)	(16,022.99)	-40.06%
31300		Interest, And Court Cost On Prop Tax		3,500.00	(157.68)	(2,183.68)	1,316.32	37.61%
31610		Local Sales Tax		775,000.00	(63,022.19)	(695,168.41)	79,831.59	10.30%
31710		Wholesale Beer Tax		55,000.00	(3,975.46)	(42,370.31)	12,629.69	22.96%
31912		Cable TV Franchise Tax		70,000.00	0.00	(39,493.48)	30,506.52	43.58%
32610		Building Permits		7,000.00	(1,580.60)	(11,114.40)	(4,114.40)	-58.78%
33110		Community Development Grants		420,000.00	0.00	0.00	420,000.00	100.00%
33190		State Grants		240,000.00	(75,744.00)	(140,256.18)	99,743.82	41.56%
33191		Postal Contract		20,660.00	(1,878.25)	(22,539.00)	(1,879.00)	-9.09%
33410		State Supplement Pay		4,800.00	0.00	(4,000.00)	800.00	16.67%
33423		STATE LPRF GRANT		200,000.00	0.00	0.00	200,000.00	100.00%
33429		GHSO HI VISABILITY FY20-21		4,000.00	0.00	(8,446.12)	(4,446.12)	-111.15%
33510		State Sales Tax		650,000.00	(60,271.78)	(569,430.89)	80,569.11	12.40%
33530		State Beer Tax		1,700.00	0.00	(417.79)	1,282.21	75.42%
33551		State Street Aid Revenue		160,000.00	(13,366.49)	(134,915.25)	25,084.75	15.68%
33552		State Gasoline Tax		37,000.00	(3,206.33)	(31,911.85)	5,088.15	13.75%
33558		Transportation Modernization		0.00	(214.38)	(2,402.90)	(2,402.90)	No Budget
33591		Tva Payments In Lieu Of Taxes		60,000.00	(16,622.57)	(66,490.28)	(6,490.28)	-10.82%
33592		Special Impact Area Funds		8,000.00	0.00	(9,540.78)	(1,540.78)	-19.26%
33711		Grant from County		0.00	0.00	(15,000.00)	(15,000.00)	No Budget
33719		Library Donations		5,000.00	0.00	(5,000.00)	0.00	0.00%
33720		Fire Department Revenue		27,795.00	0.00	(77,995.00)	(50,200.00)	-180.61%
34310		State Highway Contract		33,000.00	0.00	(54,829.61)	(21,829.61)	-66.15%
34321		E-Ticket Citation Fee		800.00	0.00	0.00	800.00	100.00%
34510		Animal Control - Charges For Services		50.00	0.00	(10.00)	40.00	80.00%
35110		City Court Fines And Costs		50,000.00	(4,074.59)	(25,176.77)	24,823.23	49.65%
35112		Redflex Photo Speed Enforcement		25,000.00	(272.65)	(9,983.67)	15,016.33	60.07%
35140		Drug Related Fines		1,000.00	0.00	0.00	1,000.00	100.00%
35160		County Court Fines And Costs		2,000.00	0.00	(419.40)	1,580.60	79.03%
35200		Drug Contributions		1,500.00	0.00	0.00	1,500.00	100.00%

Fund : 110 General Fund		Monthly Comparative			
		Total Estimated	MTD Realized	YTD Realized	% Unrealized
36100	Interest Earnings	25,000.00	(24,744.35)	(212,611.63)	-750.45%
36990	Miscellaneous Revenues	20,000.00	(330.91)	(25,902.75)	-29.51%
36991	Telecommunications Revenue	1,300.00	(140.23)	(1,408.38)	-8.34%
36995	Donations Veterans Memorial Wall	0.00	0.00	(7,000.00)	No Budget
Total For Fund: 110		4,462,105.00	(277,484.77)	(3,827,465.58)	14.22%

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Town of Mount Carmel
Statement of Revenues - City
June 2025

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Fund : 127 Drug Fund		Total Estimated	MTD Realized	YTD Realized	Unrealized	Monthly Comparative	% Unrealized
35200	Drug Contributions	0.00	0.00	(4,542.00)	(4,542.00)	No Budget	
Total For Fund: 127		0.00	0.00	(4,542.00)	(4,542.00)	100.00%	100.00%

Fund : 412 Sewer Fund		Monthly Comparative			
		Total Estimated	MTD Realized	YTD Realized	% UnRealized
36100	Interest Earnings	2,500.00	(3,497.30)	(34,050.61)	-1262.02%
37210	Sewer Service Charges	965,000.00	(106,174.91)	(993,977.66)	-3.00%
37294	Accounting Fees	3,000.00	(2,739.55)	(5,437.05)	-81.24%
37295	ARPA	1,448,730.00	0.00	(307,742.50)	78.76%
37296	Sewer Tap Fees	6,000.00	0.00	(10,560.00)	-76.00%
37299	Miscellaneous - Sewer	100.00	0.00	(33,887.73)	-33887.73%
Total For Fund: 412		2,425,330.00	(112,411.76)	(1,385,755.55)	42.86%

Fund : 110

Monthly Comparative: 100.00%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
41000	General Government							
235		Dues	(4,000.00) 0.00	(4,000.00)	3,312.00 0.00	(688.00)	82.80%	0.00 0.00
236		Public Relation	(25,000.00) (5,000.00)	(30,000.00)	26,462.97 0.00	(3,537.03)	88.21%	650.54 0.00
240		Utilities	(18,000.00) 0.00	(18,000.00)	15,663.75 0.00	(2,336.25)	87.02%	2,509.58 0.00
245		Telephone And Other Communication Services	(3,000.00) 0.00	(3,000.00)	2,048.60 0.00	(951.40)	68.29%	423.39 0.00
254		Engineering Services	(4,000.00) 0.00	(4,000.00)	0.00 0.00	(4,000.00)	0.00%	0.00 0.00
266		Repair And Maintenance Buildings	0.00 (21,000.00)	(21,000.00)	20,802.50 0.00	(197.50)	99.06%	0.00 0.00
510		Insurance	(125,000.00) 11,000.00	(114,000.00)	76,544.50 0.00	(37,455.50)	67.14%	0.00 0.00
551		Reappraisal Costs	(9,000.00) 0.00	(9,000.00)	7,739.38 0.00	(1,260.62)	85.99%	0.00 0.00
597		Safety Program	(2,500.00) 0.00	(2,500.00)	0.00 0.00	(2,500.00)	0.00%	0.00 0.00
691		Bank Service Charges	(120.00) (9,500.00)	(9,620.00)	9,020.71 0.00	(599.29)	93.77%	1,254.05 0.00
720		First Tn Development District	(1,700.00) (34,125.00)	(35,825.00)	1,635.00 0.00	(34,190.00)	4.56%	0.00 0.00
722		First TN Human Resource Agency	(2,500.00) 0.00	(2,500.00)	2,500.00 0.00	0.00	100.00%	0.00 0.00
723		Senior Citizens Donation	(33,000.00) 0.00	(33,000.00)	33,000.00 0.00	0.00	100.00%	0.00 0.00
724		Hawkins Co Chamber Of Commerce	(2,500.00) 0.00	(2,500.00)	2,500.00 0.00	0.00	100.00%	0.00 0.00

Fund : 110

Monthly Comparative: 100.00%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
726	AIRMED		(1,600.00) 0.00	(1,600.00)	1,200.00 0.00	(400.00)	75.00%	0.00 0.00
790	Home Grant		0.00 (139,000.00)	(139,000.00)	139,256.18 0.00	256.18	100.18%	75,744.00 0.00
940	Equipment		(250,000.00) 14,000.00	(236,000.00)	206,260.27 0.00	(29,739.73)	87.40%	71,401.59 0.00
41500	Financial Administration							
121	Wages		(250,000.00) 0.00	(250,000.00)	245,122.50 0.00	(4,877.50)	98.05%	22,338.09 0.00
141	Oasi (Employer's Share)		(20,000.00) 0.00	(20,000.00)	15,916.70 0.00	(4,083.30)	79.58%	1,588.97 0.00
142	Employee Insurance		(45,000.00) (20,000.00)	(65,000.00)	60,857.26 0.00	(4,142.74)	93.63%	5,567.97 0.00
143	Employee Retirement Plan		(31,000.00) 0.00	(31,000.00)	15,550.95 0.00	(15,449.05)	50.16%	1,458.86 0.00
147	Unemployment Insurance		(500.00) (750.00)	(1,250.00)	1,201.04 0.00	(48.96)	96.08%	11.63 0.00
148	Employee Education And Training		(1,000.00) (1,000.00)	(2,000.00)	1,915.00 0.00	(85.00)	95.75%	630.00 0.00
161	Fees Of Alderman And Mayor		(14,000.00) 0.00	(14,000.00)	12,946.13 0.00	(1,053.87)	92.47%	666.68 0.00
216	Internet Services		(1,200.00) 0.00	(1,200.00)	995.17 0.00	(204.83)	82.93%	180.94 0.00
217	Web Services		(1,000.00) 0.00	(1,000.00)	0.00 0.00	(1,000.00)	0.00%	0.00 0.00
235	Dues		(1,000.00) (1,000.00)	(2,000.00)	1,563.48 0.00	(436.52)	78.17%	0.00 0.00
237	Advertising		(3,000.00) 0.00	(3,000.00)	1,827.30 0.00	(1,172.70)	60.91%	278.50 0.00

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Town of Mount Carmel
Statement of Expenditures and Encumbrances
June 2025

User: Tyler Williams
Date/Time: 7/17/2025 4:20 PM
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Fund : 110

Monthly Comparative: 100.00%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
250		City Judge	(4,800.00) 0.00	(4,800.00)	4,800.00 0.00	0.00	100.00%	400.00 0.00
251		Medical Services	(200.00) 0.00	(200.00)	50.00 0.00	(150.00)	25.00%	0.00 0.00
252		Legal Services	(30,000.00) 0.00	(30,000.00)	25,617.00 0.00	(4,383.00)	85.39%	717.50 0.00
253		Accounting And Auditing Fees	(40,000.00) (24,000.00)	(64,000.00)	64,745.90 0.00	745.90	101.17%	20,625.70 0.00
255		Computer Hardware/Software Support	(56,400.00) 0.00	(56,400.00)	50,614.96 0.00	(5,785.04)	89.74%	7,202.07 0.00
257		Planning And Zoning Services	(15,000.00) (450.00)	(15,450.00)	15,450.00 0.00	0.00	100.00%	0.00 0.00
266		Repair And Maintenance Buildings	(50,000.00) 40,000.00	(10,000.00)	7,388.26 0.00	(2,611.74)	73.88%	342.65 0.00
280		Travel	(2,500.00) 0.00	(2,500.00)	1,883.97 0.00	(616.03)	75.36%	547.56 0.00
298		Commission Fees	(2,000.00) (900.00)	(2,900.00)	2,884.86 0.00	(15.14)	99.48%	304.97 0.00
310		Office Supplies And Postage	(8,000.00) (5,500.00)	(13,500.00)	13,669.05 0.00	169.05	101.25%	2,268.82 0.00
312		Pitney Bowes Supplies	(2,200.00) 0.00	(2,200.00)	1,595.01 0.00	(604.99)	72.50%	0.00 0.00
479		Miscellaneous	(4,000.00) (9,000.00)	(13,000.00)	12,869.76 0.00	(130.24)	99.00%	32.93 0.00
625		Operating Lease Copier	(1,500.00) 0.00	(1,500.00)	827.86 0.00	(672.14)	55.19%	82.67 0.00
940		Equipment	(4,000.00) 3,500.00	(500.00)	(904.72) 0.00	(1,404.72)	-180.94%	579.99 0.00
947		New Computer/Support/Equipment	(1,500.00) 0.00	(1,500.00)	104.00 0.00	(1,396.00)	6.93%	104.00 0.00

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Town of Mount Carmel
Statement of Expenditures and Encumbrances
June 2025

User: Tyler Williams
Date/Time: 7/17/2025 4:20 PM
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Fund : 110

Monthly Comparative: 100.00%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
42100	Police Department							
121		Wages	(360,000.00) 24,500.00	(335,500.00)	298,973.55 0.00	(36,526.45)	89.11%	24,629.80 0.00
122		Overtime Wages	(20,000.00) (1,500.00)	(21,500.00)	20,115.40 0.00	(1,384.60)	93.56%	1,651.13 0.00
141		Oasi (Employer's Share)	(30,000.00) 0.00	(30,000.00)	19,835.83 0.00	(10,164.17)	66.12%	1,885.10 0.00
142		Employee Insurance	(75,500.00) 0.00	(75,500.00)	39,884.41 0.00	(35,615.59)	52.83%	4,267.16 0.00
143		Employee Retirement Plan	(48,000.00) 0.00	(48,000.00)	23,050.43 0.00	(24,949.57)	48.02%	1,923.78 0.00
146		Workmen's Compensation	0.00 0.00	0.00	(2,436.00) 0.00	(2,436.00)	No Budget	0.00 0.00
147		Unemployment Insurance	(500.00) 0.00	(500.00)	371.79 0.00	(128.21)	74.36%	0.00 0.00
148		Employee Education And Training	(4,500.00) (11,000.00)	(15,500.00)	20,479.88 0.00	4,979.88	132.13%	5,624.88 0.00
216		Internet Services	(1,000.00) 0.00	(1,000.00)	879.78 0.00	(120.22)	87.98%	159.96 0.00
219		Ecom	(1,400.00) 0.00	(1,400.00)	1,323.25 0.00	(76.75)	94.52%	0.00 0.00
235		Dues	0.00 (200.00)	(200.00)	197.50 0.00	(2.50)	98.75%	0.00 0.00
245		Telephone And Other Communication Services	(6,000.00) 0.00	(6,000.00)	6,071.89 0.00	71.89	101.20%	1,397.43 0.00
251		Medical Services	(500.00) (45.00)	(545.00)	545.00 0.00	0.00	100.00%	100.00 0.00
255		Computer Hardware/Software Support	(15,000.00) 0.00	(15,000.00)	16,632.84 0.00	1,632.84	110.89%	3,320.82 0.00

Fund : 110

Monthly Comparative: 100.00%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
259		Wrecker/Towing Services	0.00 (350.00)	(350.00)	150.00 0.00	(200.00)	42.86%	0.00 0.00
266		Repair And Maintenance Buildings	(15,000.00) 0.00	(15,000.00)	13,944.08 0.00	(1,055.92)	92.96%	0.00 0.00
280		Travel	(2,500.00) (1,750.00)	(4,250.00)	4,677.56 0.00	427.56	110.06%	787.89 0.00
310		Office Supplies And Postage	(3,000.00) (1,750.00)	(4,750.00)	4,538.72 0.00	(211.28)	95.55%	514.36 0.00
320		Operating Supplies	(5,000.00) (5,000.00)	(10,000.00)	9,210.15 0.00	(789.85)	92.10%	153.27 0.00
325		Bullet Proof Vests	(2,000.00) 0.00	(2,000.00)	1,275.00 0.00	(725.00)	63.75%	0.00 0.00
326		Clothing And Uniforms	(4,000.00) (1,500.00)	(5,500.00)	5,338.85 0.00	(161.15)	97.07%	437.89 0.00
329		E-TICKET SUPPLIES	(800.00) 0.00	(800.00)	0.00 0.00	(800.00)	0.00%	0.00 0.00
330		Vehicle Operating Expense	(25,000.00) 0.00	(25,000.00)	18,213.83 0.00	(6,786.17)	72.86%	4,113.39 0.00
331		Fuel Expense	(20,000.00) 0.00	(20,000.00)	15,798.10 0.00	(4,201.90)	78.99%	3,863.21 0.00
336		Radio Expense	(4,500.00) 0.00	(4,500.00)	225.44 0.00	(4,274.56)	5.01%	0.00 0.00
479		Miscellaneous	(1,500.00) 0.00	(1,500.00)	1,527.68 0.00	27.68	101.85%	255.40 0.00
560		Dept Of Safety Charges	(6,500.00) 0.00	(6,500.00)	1,842.59 0.00	(4,657.41)	28.35%	525.93 0.00
625		Operating Lease Copier	(2,000.00) 0.00	(2,000.00)	727.59 0.00	(1,272.41)	36.38%	63.76 0.00
705		THSO HI VISIBILITY GRANT FY 20-21	(5,000.00) (5,000.00)	(10,000.00)	7,546.60 0.00	(2,453.40)	75.47%	0.00 0.00

Fund : 110									
Monthly Comparative: 100.00%									
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance	
940		Equipment	(60,000.00)	(60,000.00)	57,226.92	(2,773.08)	95.38%	0.00	0.00
			0.00		0.00				0.00
42129	Drug Fund								
940		Equipment	(2,000.00)	0.00	0.00	0.00	No Budget	0.00	0.00
			2,000.00		0.00				0.00
42200	Fire Department								
121			(92,000.00)	(77,000.00)	68,758.01	(8,241.99)	89.30%	4,857.53	
		Wages	15,000.00		0.00			0.00	
141			(7,000.00)	(7,000.00)	4,422.04	(2,577.96)	63.17%	371.61	
		Oasi (Employer's Share)	0.00		0.00			0.00	
147			(500.00)	(500.00)	229.71	(270.29)	45.94%	18.43	
		Unemployment Insurance	0.00		0.00			0.00	
148			(6,000.00)	(6,000.00)	3,037.16	(2,962.84)	50.62%	0.00	
		Employee Education And Training	0.00		0.00			0.00	
235			(500.00)	(500.00)	270.00	(230.00)	54.00%	125.00	
		Dues	0.00		0.00			0.00	
238			(3,000.00)	(3,434.00)	3,433.52	(0.48)	99.99%	0.00	
		Public Relations/Parade	(434.00)		0.00			0.00	
240			(13,000.00)	(10,221.00)	7,660.40	(2,560.60)	74.95%	977.75	
		Utilities	2,779.00		0.00			0.00	
245			(800.00)	(800.00)	728.43	(71.57)	91.05%	133.05	
		Telephone And Other Communication Services	0.00		0.00			0.00	
251			(500.00)	(500.00)	50.00	(450.00)	10.00%	0.00	
		Medical Services	0.00		0.00			0.00	
255			(3,000.00)	(4,250.00)	4,078.49	(171.51)	95.96%	3,734.22	
		Computer Hardware/Software Support	(1,250.00)		0.00			0.00	
266			(42,000.00)	(43,000.00)	42,783.29	(216.71)	99.50%	134.54	
		Repair And Maintenance Buildings	(1,000.00)		0.00			0.00	
280			(1,000.00)	(2,000.00)	2,237.24	237.24	111.86%	1,744.34	
		Travel	(1,000.00)		0.00			0.00	

Fund : 110						Monthly Comparative:		100.00%	
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance	
281			(8,000.00)	(10,400.00)	10,346.16	(53.84)	99.48%	0.00	0.00
		Osha Testing	(2,400.00)		0.00			0.00	0.00
290			(2,000.00)	(2,000.00)	1,350.00	(650.00)	67.50%	0.00	0.00
		Contractual Services	0.00		0.00			0.00	0.00
310			(1,000.00)	(1,000.00)	980.27	(19.73)	98.03%	364.73	0.00
		Office Supplies And Postage	0.00		0.00			0.00	0.00
320			(2,000.00)	(72,000.00)	70,748.13	(1,251.87)	98.26%	0.00	0.00
		Operating Supplies	(70,000.00)		0.00			0.00	0.00
326			(3,000.00)	(3,100.00)	3,077.30	(22.70)	99.27%	270.14	0.00
		Clothing And Uniforms	(100.00)		0.00			0.00	0.00
330			(30,000.00)	(30,000.00)	19,404.36	(10,595.64)	64.68%	372.18	0.00
		Vehicle Operating Expense	0.00		0.00			0.00	0.00
331			(6,000.00)	(6,000.00)	4,428.73	(1,571.27)	73.81%	409.88	0.00
		Fuel Expense	0.00		0.00			0.00	0.00
336			(5,000.00)	(5,000.00)	4,865.77	(134.23)	97.32%	0.00	0.00
		Radio Expense	0.00		0.00			0.00	0.00
344			(18,000.00)	(18,000.00)	17,952.93	(47.07)	99.74%	1,474.26	0.00
		Fire Department Equipment	0.00		0.00			0.00	0.00
479			(1,000.00)	(1,000.00)	698.00	(302.00)	69.80%	29.00	0.00
		Miscellaneous	0.00		0.00			0.00	0.00
940			(145,000.00)	(602,795.00)	151,693.51	(451,101.49)	25.17%	63,875.80	0.00
		Equipment	(457,795.00)		0.00			0.00	0.00
42400		Animal Control Department							
121			(17,000.00)	(16,755.00)	9,397.59	(7,357.41)	56.09%	0.00	0.00
		Wages	245.00		0.00			0.00	0.00
141			(1,500.00)	(1,500.00)	523.74	(976.26)	34.92%	0.00	0.00
		Oasi (Employer's Share)	0.00		0.00			0.00	0.00
147			(100.00)	(100.00)	5.64	(94.36)	5.64%	0.00	0.00
		Unemployment Insurance	0.00		0.00			0.00	0.00

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Town of Mount Carmel
Statement of Expenditures and Encumbrances
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Fund : 110			Monthly Comparative:			100.00%		
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
148		Employee Education And Training	(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
			0.00		0.00			0.00
170		Fees	(8,000.00)	(8,000.00)	5,050.00	(2,950.00)	63.13%	0.00
			0.00		0.00			0.00
235		Dues	(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
			0.00		0.00			0.00
240		Utilities	(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
			0.00		0.00			0.00
245		Telephone And Other Communication Services	(600.00)	(600.00)	450.71	(149.29)	75.12%	81.96
			0.00		0.00			0.00
251		Medical Services	(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
			0.00		0.00			0.00
320		Operating Supplies	(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
			0.00		0.00			0.00
326		Clothing And Uniforms	(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
			0.00		0.00			0.00
330		Vehicle Operating Expense	(1,100.00)	(1,335.00)	1,335.00	0.00	100.00%	0.00
			(235.00)		0.00			0.00
331		Fuel Expense	(2,600.00)	(2,600.00)	892.20	(1,707.80)	34.32%	0.00
			0.00		0.00			0.00
479		Miscellaneous	0.00	(10.00)	9.68	(0.32)	96.80%	0.00
			(10.00)		0.00			0.00
940		Equipment	(4,500.00)	0.00	0.00	0.00	No Budget	0.00
			4,500.00		0.00			0.00
42420		Building Inspection/Stormwater Managemnt						
121			0.00	0.00	(144.00)	(144.00)	No Budget	0.00
		Wages	0.00		0.00			0.00
141			0.00	0.00	(132.00)	(132.00)	No Budget	0.00
		Oasi (Employer's Share)	0.00		0.00			0.00

Fund : 110			Monthly Comparative:				100.00%	
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
148		Employee Education And Training	(2,600.00)	0.00	0.00	0.00	No Budget	0.00
			2,600.00		0.00			0.00
235		Dues	(32,900.00)	(87,900.00)	75,766.49	(12,133.51)	86.20%	6,787.50
			(55,000.00)		0.00			0.00
269		Demolition	(25,000.00)	0.00	0.00	0.00	No Budget	0.00
			25,000.00		0.00			0.00
320		Operating Supplies	(2,000.00)	(100.00)	51.99	(48.01)	51.99%	0.00
			1,900.00		0.00			0.00
479		Miscellaneous	(550.00)	(50.00)	41.80	(8.20)	83.60%	0.00
			500.00		0.00			0.00
43100		Highways And Streets						
121		Wages	(251,000.00)	(251,000.00)	216,058.05	(34,941.95)	86.08%	19,413.61
			0.00		0.00			0.00
122		Overtime Wages	(5,000.00)	(7,000.00)	5,522.62	(1,477.38)	78.89%	317.31
			(2,000.00)		0.00			0.00
141		Oasi (Employer's Share)	(19,700.00)	(19,700.00)	12,935.17	(6,764.83)	65.66%	1,397.16
			0.00		0.00			0.00
142		Employee Insurance	(42,000.00)	(48,000.00)	42,378.95	(5,621.05)	88.29%	4,436.44
			(6,000.00)		0.00			0.00
143		Employee Retirement Plan	(31,000.00)	(31,000.00)	16,521.72	(14,478.28)	53.30%	1,444.29
			0.00		0.00			0.00
146		Workmen's Compensation	0.00	0.00	(2,433.00)	(2,433.00)	No Budget	0.00
			0.00		0.00			0.00
147		Unemployment Insurance	(500.00)	(500.00)	210.01	(289.99)	42.00%	0.00
			0.00		0.00			0.00
148		Employee Education And Training	(1,500.00)	(1,500.00)	298.50	(1,201.50)	19.90%	0.00
			0.00		0.00			0.00
216		Internet Services	(2,000.00)	(2,000.00)	1,890.86	(109.14)	94.54%	347.42
			0.00		0.00			0.00

Fund : 110

Monthly Comparative: 100.00%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
240		Utilities	(8,500.00) 0.00	(8,500.00)	7,216.19 0.00	(1,283.81)	84.90%	1,192.77 0.00
245		Telephone And Other Communication Services	(2,800.00) 0.00	(2,800.00)	2,619.54 0.00	(180.46)	93.56%	531.54 0.00
251		Medical Services	(500.00) 0.00	(500.00)	380.00 0.00	(120.00)	76.00%	0.00 0.00
266		Repair And Maintenance Buildings	(3,000.00) (1,500.00)	(4,500.00)	4,263.72 0.00	(236.28)	94.75%	425.35 0.00
268		Repair And Maintenance Roads And Streets	(15,000.00) 0.00	(15,000.00)	8,772.96 0.00	(6,227.04)	58.49%	0.00 0.00
280		Travel	(1,000.00) 0.00	(1,000.00)	0.00 0.00	(1,000.00)	0.00%	0.00 0.00
294		Equipment Leasing	(3,500.00) 0.00	(3,500.00)	1,118.73 0.00	(2,381.27)	31.96%	0.00 0.00
310		Office Supplies And Postage	(500.00) (50.00)	(550.00)	500.94 0.00	(49.06)	91.08%	104.95 0.00
320		Operating Supplies	(8,000.00) (2,500.00)	(10,500.00)	10,314.97 0.00	(185.03)	98.24%	667.50 0.00
326		Clothing And Uniforms	(4,500.00) 0.00	(4,500.00)	2,862.53 0.00	(1,637.47)	63.61%	0.00 0.00
330		Vehicle Operating Expense	(25,000.00) 0.00	(25,000.00)	20,531.04 0.00	(4,468.96)	82.12%	6,111.81 0.00
331		Fuel Expense	(35,000.00) 0.00	(35,000.00)	31,907.80 0.00	(3,092.20)	91.17%	6,120.14 0.00
479		Miscellaneous	(1,000.00) 0.00	(1,000.00)	954.26 0.00	(45.74)	95.43%	0.00 0.00
482		Drainage Repair	(1,000.00) 0.00	(1,000.00)	0.00 0.00	(1,000.00)	0.00%	0.00 0.00
931		Paving	(330,000.00) 12,050.00	(317,950.00)	279,139.90 0.00	(38,810.10)	87.79%	26,317.11 0.00

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Town of Mount Carmel
Statement of Expenditures and Encumbrances
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Fund : 110

Monthly Comparative: 100.00%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
940		Equipment	(230,000.00) 0.00	(230,000.00)	224,870.37 0.00	(5,129.63)	97.77%	7,364.70 0.00
43190		State Street Aid						
247		Street Lighting	(80,000.00) 0.00	(80,000.00)	66,895.58 0.00	(13,104.42)	83.62%	11,647.82 0.00
342		Sign Parts And Supplies	(8,000.00) 0.00	(8,000.00)	3,348.42 0.00	(4,651.58)	41.86%	0.00 0.00
343		Traffic Light Maintenance	(2,000.00) 0.00	(2,000.00)	384.00 0.00	(1,616.00)	19.20%	0.00 0.00
400		Materials And Supplies	(30,000.00) 0.00	(30,000.00)	20,946.59 0.00	(9,053.41)	69.82%	2,465.23 0.00
931		Paving	(50,000.00) 12,500.00	(37,500.00)	4,286.45 0.00	(33,213.55)	11.43%	0.00 0.00
940		Equipment	(5,000.00) (4,000.00)	(9,000.00)	8,581.03 0.00	(418.97)	95.34%	361.00 0.00
43200		Solid Waste And Recycling						
121		Wages	(51,400.00) (6,000.00)	(57,400.00)	51,212.74 0.00	(6,187.26)	89.22%	5,730.80 0.00
122		Overtime Wages	(2,500.00) 0.00	(2,500.00)	1,352.63 0.00	(1,147.37)	54.11%	0.00 0.00
141		Oasi (Employer's Share)	(4,100.00) 0.00	(4,100.00)	2,899.61 0.00	(1,200.39)	70.72%	398.22 0.00
142		Employee Insurance	(13,000.00) (1,500.00)	(14,500.00)	13,003.40 0.00	(1,496.60)	89.68%	1,079.60 0.00
143		Employee Retirement Plan	(8,000.00) 0.00	(8,000.00)	3,860.51 0.00	(4,139.49)	48.26%	419.50 0.00
147		Unemployment Insurance	(100.00) 0.00	(100.00)	42.00 0.00	(58.00)	42.00%	0.00 0.00
251		Medical Services	(100.00) 0.00	(100.00)	45.00 0.00	(55.00)	45.00%	0.00 0.00

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Town of Mount Carmel
Statement of Expenditures and Encumbrances
June 2025

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Fund : 110

Monthly Comparative: 100.00%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
290		Contractual Services	(245,000.00) 0.00	(245,000.00)	241,446.00 0.00	(3,554.00)	98.55%	40,243.50 0.00
320		Operating Supplies	(500.00) 0.00	(500.00)	209.75 0.00	(290.25)	41.95%	0.00 0.00
330		Vehicle Operating Expense	(23,000.00) (1,000.00)	(24,000.00)	23,446.76 0.00	(553.24)	97.69%	1,056.16 0.00
44440		Recreation						
240		Utilities	(20,000.00) 0.00	(20,000.00)	4,592.11 0.00	(15,407.89)	22.96%	1,420.45 0.00
300		Veteran War Memorial Park	(1,000.00) 0.00	(1,000.00)	182.48 0.00	(817.52)	18.25%	0.00 0.00
320		Operating Supplies	(1,500.00) 0.00	(1,500.00)	1,208.95 0.00	(291.05)	80.60%	316.49 0.00
479		Miscellaneous	(250.00) 0.00	(250.00)	1,709.74 0.00	1,459.74	683.90%	1,500.00 0.00
715		Land Purchase	(400,000.00) 88,292.00	(311,708.00)	62.00 0.00	(311,646.00)	0.02%	0.00 0.00
725		Park Development And Operation	(60,000.00) 25,000.00	(35,000.00)	25,146.47 0.00	(9,853.53)	71.85%	194.36 0.00
910		Land	(200,000.00) 94,100.00	(105,900.00)	0.00 0.00	(105,900.00)	0.00%	0.00 0.00
44800		Library						
121		Wages	(45,500.00) 0.00	(45,500.00)	42,533.68 0.00	(2,966.32)	93.48%	3,233.73 0.00
141		Oasi (Employer's Share)	(4,000.00) 0.00	(4,000.00)	2,746.17 0.00	(1,253.83)	68.65%	247.36 0.00
147		Unemployment Insurance	(140.00) 0.00	(140.00)	130.20 0.00	(9.80)	93.00%	8.63 0.00
148		Employee Education And Training	(1,000.00) 0.00	(1,000.00)	274.47 0.00	(725.53)	27.45%	0.00 0.00

Fund : 110					Monthly Comparative:		100.00%	
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
216	Internet Services		(3,000.00)	(3,000.00)	1,866.53	(1,133.47)	62.22%	339.42
			0.00		0.00			0.00
240	Utilities		(5,000.00)	(5,000.00)	2,641.08	(2,358.92)	52.82%	382.84
			0.00		0.00			0.00
245	Telephone And Other Communication Services		(1,000.00)	(1,000.00)	141.90	(858.10)	14.19%	26.43
			0.00		0.00			0.00
251	Medical Services		(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00
			0.00		0.00			0.00
255	Computer Hardware/Software Support		(1,100.00)	(1,100.00)	666.97	(433.03)	60.63%	0.00
			0.00		0.00			0.00
266	Repair And Maintenance Buildings		(3,000.00)	(3,000.00)	813.94	(2,186.06)	27.13%	0.00
			0.00		0.00			0.00
280	Travel		(500.00)	(500.00)	0.00	(500.00)	0.00%	0.00
			0.00		0.00			0.00
310	Office Supplies And Postage		(1,500.00)	(2,000.00)	1,681.87	(318.13)	84.09%	6.00
			(500.00)		0.00			0.00
479	Miscellaneous		(400.00)	(400.00)	321.46	(78.54)	80.37%	72.58
			0.00		0.00			0.00
490	BOOKS		(5,300.00)	(5,300.00)	5,102.15	(197.85)	96.27%	363.78
			0.00		0.00			0.00
619	Library Training Grant 20-21		(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
			0.00		0.00			0.00
625	Operating Lease Copier		(500.00)	(500.00)	408.97	(91.03)	81.79%	31.48
			0.00		0.00			0.00
721	Summer Reading Program		(2,000.00)	(2,000.00)	1,335.68	(664.32)	66.78%	898.95
			0.00		0.00			0.00
90000	Lease Principal Payments							
100	Personal Services		0.00	(5,804.00)	5,804.00	0.00	100.00%	0.00
			(5,804.00)		0.00			0.00

Template Name: LGC Statement of Expenditure
Created by: LGC

Town of Mount Carmel
Statement of Expenditures and Encumbrances
June 2025

User: Tyler Williams
Date/Time: 7/17/2025 4:20 PM
Page 14 of 18

Fund : 110

Monthly Comparative: 100.00%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
294		Equipment Leasing	0.00 (488.00)	(488.00)	488.00 0.00	0.00	100.00%	0.00 0.00
300		Veteran War Memorial Park	0.00 (5,995.00)	(5,995.00)	5,995.00 0.00	0.00	100.00%	0.00 0.00
400		Materials And Supplies	0.00 (505.00)	(505.00)	505.00 0.00	0.00	100.00%	0.00 0.00
Total For Fund: 110			(4,585,760.00) (546,920.00)	(5,132,680.00)	3,649,243.37 0.00	(1,483,436.63)	71.10%	507,987.16 0.00

Fund : 412

Monthly Comparative: 100.00%

Object	Sewer	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
52200	Sewer								
121				(215,000.00)	(190,000.00)	105,719.58	(84,280.42)	55.64%	0.00
			Wages	25,000.00		0.00			0.00
122				(15,000.00)	(11,200.00)	11,182.77	(17.23)	99.85%	0.00
			Overtime Wages	3,800.00		0.00			0.00
141				(20,000.00)	(8,616.00)	8,615.89	(0.11)	100.00%	0.00
			Oasi (Employer's Share)	11,384.00		0.00			0.00
142				(60,000.00)	(35,000.00)	14,839.11	(20,160.89)	42.40%	0.00
			Employee Insurance	25,000.00		0.00			0.00
143				(35,000.00)	(10,000.00)	9,474.89	(525.11)	94.75%	0.00
			Employee Retirement Plan	25,000.00		0.00			0.00
146				(5,000.00)	(5,000.00)	38,527.58	33,527.58	770.55%	0.00
			Workmen's Compensation	0.00		0.00			0.00
147				(500.00)	(500.00)	123.48	(376.52)	24.70%	0.00
			Unemployment Insurance	0.00		0.00			0.00
148				(2,000.00)	0.00	0.00	0.00	No Budget	0.00
			Employee Education And Training	2,000.00		0.00			0.00
216				(800.00)	(800.00)	731.76	(68.24)	91.47%	132.96
			Internet Services	0.00		0.00			0.00
235				(2,200.00)	(2,200.00)	1,010.00	(1,190.00)	45.91%	0.00
			Dues	0.00		0.00			0.00
240				(110,000.00)	(160,000.00)	156,371.43	(3,628.57)	97.73%	30,987.21
			Utilities	(50,000.00)		0.00			0.00
245				(5,000.00)	(5,000.00)	2,757.64	(2,242.36)	55.15%	442.30
			Telephone And Other Communication Services	0.00		0.00			0.00
251				(500.00)	(500.00)	100.00	(400.00)	20.00%	0.00
			Medical Services	0.00		0.00			0.00
252				(5,000.00)	(12,500.00)	7,084.50	(5,415.50)	56.68%	0.00
			Legal Services	(7,500.00)		0.00			0.00

Template Name: LGC Statement of Expenditure
Created by: LGC

Town of Mount Carmel
Statement of Expenditures and Encumbrances
June 2025

User: Tyler Williams
Date/Time: 7/17/2025 4:20 PM
Page 16 of 18

Fund : 412

Monthly Comparative: 100.00%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
253		Accounting And Auditing Fees	(2,000.00) 0.00	(2,000.00)	0.00 0.00	(2,000.00)	0.00%	0.00 0.00
254		Engineering Services	(20,000.00) (95,000.00)	(115,000.00)	110,033.56 0.00	(4,966.44)	95.68%	33,579.00 0.00
255		Computer Hardware/Software Support	(1,000.00) 0.00	(1,000.00)	0.00 0.00	(1,000.00)	0.00%	0.00 0.00
260		Repair And Maintenance Services	(10,000.00) (3,000.00)	(13,000.00)	12,809.36 0.00	(190.64)	98.53%	0.00 0.00
268		Repair And Maintenance Roads And Streets	(7,000.00) 0.00	(7,000.00)	1,138.44 0.00	(5,861.56)	16.26%	575.00 0.00
280		Travel	(1,000.00) 0.00	(1,000.00)	0.00 0.00	(1,000.00)	0.00%	0.00 0.00
290		Contractual Services	(8,000.00) (150,000.00)	(158,000.00)	188,020.94 0.00	30,020.94	119.00%	58,169.04 0.00
298		Commission Fees	(20,000.00) (5,000.00)	(25,000.00)	24,370.00 0.00	(630.00)	97.48%	2,085.00 0.00
310		Office Supplies And Postage	(500.00) (50.00)	(550.00)	543.54 0.00	(6.46)	98.83%	0.00 0.00
320		Operating Supplies	(15,000.00) (7,500.00)	(22,500.00)	21,358.26 0.00	(1,141.74)	94.93%	320.00 0.00
322		Chemicals	(20,000.00) (2,000.00)	(22,000.00)	21,835.77 0.00	(164.23)	99.25%	1,875.80 0.00
326		Clothing And Uniforms	(8,000.00) 6,264.00	(1,736.00)	1,735.53 0.00	(0.47)	99.97%	0.00 0.00
330		Vehicle Operating Expense	(5,000.00) 0.00	(5,000.00)	2,463.12 0.00	(2,536.88)	49.26%	17.48 0.00
331		Fuel Expense	(5,500.00) 0.00	(5,500.00)	4,577.93 0.00	(922.07)	83.24%	766.45 0.00
361		Pump Station Repair And Maintenance	(75,000.00) 25,000.00	(50,000.00)	9,518.84 0.00	(40,481.16)	19.04%	0.00 0.00

Fund : 412

Monthly Comparative: 100.00%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
362		Residential Pump Repair And Maintenance	(75,000.00) 0.00	(75,000.00)	71,830.00 0.00	(3,170.00)	95.77%	7,370.00 0.00
363		Sewer Line Repair And Maintenance	(1,500.00) 0.00	(1,500.00)	1,547.80 0.00	47.80	103.19%	1,547.80 0.00
364		Wastewater Plant Repair And Maintenance	(50,000.00) 0.00	(50,000.00)	45,276.89 0.00	(4,723.11)	90.55%	1,520.00 0.00
401		CONSTRUCTION	(1,800,000.00) 25,000.00	(1,775,000.00)	18,619.53 0.00	(1,756,380.47)	1.05%	17,375.00 0.00
479		Miscellaneous	(1,000.00) 0.00	(1,000.00)	580.78 0.00	(419.22)	58.08%	0.00 0.00
510		Insurance	(21,000.00) (4,428.00)	(25,428.00)	25,428.00 0.00	0.00	100.00%	0.00 0.00
533		Machinery And Equipment Rental	(25,000.00) (40,000.00)	(65,000.00)	64,500.00 0.00	(500.00)	99.23%	17,500.00 0.00
540		Depreciation	(240,000.00) (38,682.00)	(278,682.00)	278,682.00 0.00	0.00	100.00%	0.00 0.00
596		State Permit Fees	(3,500.00) 0.00	(3,500.00)	3,460.00 0.00	(40.00)	98.86%	0.00 0.00
614		2013 Rev/Tax Refunding Bonds	(40,000.00) 25,000.00	(15,000.00)	0.00 0.00	(15,000.00)	0.00%	0.00 0.00
635		Tlida Interest	(6,000.00) 0.00	(6,000.00)	2,164.77 0.00	(3,835.23)	36.08%	0.00 0.00
691		Bank Service Charges	(120.00) 0.00	(120.00)	0.00 0.00	(120.00)	0.00%	0.00 0.00
940		Equipment	(75,000.00) 25,000.00	(50,000.00)	0.00 0.00	(50,000.00)	0.00%	0.00 0.00
952		Bfi Sludge Disposal	(50,000.00) (1,500.00)	(51,500.00)	51,730.96 0.00	230.96	100.45%	14,386.09 0.00
955		Belt Press/Roto Rooter Maintenance	(1,500.00) 0.00	(1,500.00)	515.77 0.00	(984.23)	34.38%	79.18 0.00

Fund : 412			Monthly Comparative:			100.00%		
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
956			(5,000.00)	0.00	0.00	0.00	No Budget	0.00
	Sewer Plant Blowers		5,000.00		0.00			0.00
Total For Fund: 412			(3,068,620.00)	(3,269,832.00)	1,319,280.42	(1,950,551.58)	40.35%	188,728.31
			(201,212.00)		0.00			0.00

Mount Carmel Fire Department

Mitch Walker, Fire Chief



July 1st, 2025

To: James Stables, City Manager

Ref: June 2025 Monthly Report

The Mount Carmel Fire Department answered a total of 29 calls for service during the month of June. Day shift personnel answered 20 calls, and 9 calls were answered by volunteer staff. Our average dispatch to arrival time was 5:09 with a 90th percentile of 8:29. Calls for this month included structure fires, multiple vehicle accidents and medical responses. This brings our year-to-date total to 211 calls for service.

June was clean-up month around the fire department. Members completed multiple projects around the station to enhance the look for summer months. Power washing, weeding, and window cleaning occurred to keep our renovated station in top condition. We also saw the installation of our new SCBA compressor and fill-station, this grant funded equipment allows us to refill air bottles quickly and efficiently. This \$70,000 equipment was acquired at no cost to the town.

During June, the focus of training revolved around water supply. Our department has really worked hard to build equipment and training to increase efficiency and volume during water supply operations. We would like to congratulate Firefighters Caleb McKinley and Elijah Needham on obtaining their Firefighter I certifications, Firefighter Michael Murray on obtaining aerial apparatus operator certification, and Firefighter Hayden Joyner on obtaining Fire Officer III. These members are dedicated to continuing their education.

Thank you and the BMA for your continued support.

Mitch Walker, Fire Chief



Custom ▾

Jun 1, 2025 - Jun 30, 2025 ▾

38%

FIRE

Percentage of Total
Incidents

62%

EMS

Percentage of Total
Incidents

29

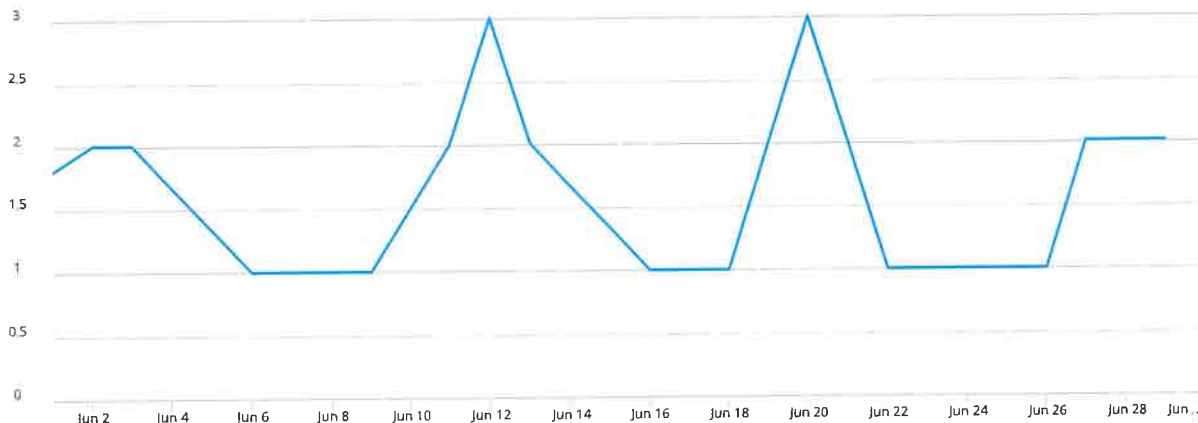
INCIDENTS

In Selected Time Slice

30

DAYS

In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	6/1/25	6/8/25	6/15/25	6/22/25	6/29/25	7/6/25	7/13/25	7/20/25	7/27/25	8/3/25	8/10/25	8/17/25	8/24/25	Total
(11) Structure Fire		1		1										2
(31) Medical assist		3	3	4	2									12
(32) Emergency medical service (EMS) incident			2	2	2									6
(44) Electrical wiring/equipm. problem				1										1
(46) Accident, potential accident					1									1
(55) Public service assistance				1	1									2
(61) Dispatched and canceled en route		1												1
(62) Wrong location, no emergency found			1											1
(63) Controlled burning			1											1
(73) System or detector malfunction					1									1
(74) Unintentional system/detect... operation (no fire)			1											1
Total		5	8	9	7									29



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor Gibson, Vice Mayor Bare, and Alderman Gilliam,
Alderman Patrick, Alderman Shugart, Alderman Binstock, Alderman Cross

THRU: James Stables, Town Administrator/Manager

FROM: James Stables, Town Administrator/Manager

DATE: July 24, 2025

RE: **ORDINANCE NO. 25-542 (1st Reading) AN ORDINANCE TO REPEAL
AND REPLACE TITLE 3, CHAPTERS 1 THROUGH 4 OF THE MOUNT
CARMEL MUNICIPAL CODE-2010 REGARDING MUNICIPAL COURTS**

SUMMARY:

This ordinance will repeal and replace chapters 1 through 4 of the Mount Carmel Municipal Code-2010, which allows for updates consistent with Tennessee law and standards and updating the court costs to the current day valuation of expenses.

REQUESTING DEPARTMENT(S):

Administration

FISCAL IMPACT:

Incalculable revenue increase/decrease to offset overall court costs.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

EXHIBIT A Proposed Title 3, Chapter 1 through 4 rewritten

EXHIBIT B Original Title 3, Chapter 1 through 4



ORDINANCE 25-542

BEFORE THE MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL,
TENNESSEE

**AN ORDINANCE TO REPEAL AND REPLACE TITLE 3, CHAPTERS 1 THROUGH 4
OF THE MOUNT CARMEL MUNICIPAL CODE-2010 REGARDING MUNICIPAL
COURTS**

WHEREAS, Title 3 of the Mount Carmel Municipal Code-2010 needs to be updated to reflect changes in Tennessee law and standards, and to further detail the scope of jurisdiction, finance, operations, and functions of the municipal court.

NOW, THEREFORE BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee that:

SECTION 1. Title 3, Chapters 1 through 4 of the Mount Carmel Municipal Code is amended by repealing existing Title 3, Chapter 1 through 4 in their entirety, and replacing it with Title 3, Chapters 1 through 4 as contained in Exhibit A attached hereto.

SECTION 2. This ordinance shall take effect from and after the final passage upon second reading, and publishing as required.

Approved on First Reading July 24, 2025

Approved on Second Reading August 28, 2025

Approved as to Form:

Town Attorney

This Ordinance was duly considered and adopted by the Board of Mayor and Aldermen, on first reading, in and for the Town of Mount Carmel, Tennessee, this 24th day of **July 2025**.

Attest

John Gibson, Mayor

Tyler Williams, Town Recorder

EXHIBIT A – 2025 REPLACEMENT

TITLE 3 **MUNICIPAL COURT**

CHAPTER

1. MUNICIPAL JUDGE.
2. COURT ADMINISTRATION.
3. WARRANTS, SUMMONSES AND SUBPOENAS.
4. BONDS AND APPEALS.

CHAPTER 1 **MUNICIPAL JUDGE**

SECTION

- 3-101. Municipal judge.
3-102. Jurisdiction.

3-101. Municipal judge.

- (1) **Office created.** Pursuant to the authority granted in state law and the town charter, there is hereby created and established for the Town of Mount Carmel, Tennessee, the office of municipal judge, which judge shall be vested with the judicial powers and functions granted under the laws of Tennessee, and said judge shall be subject to the provisions of the laws governing the municipal court, as set out by the laws of the State of Tennessee.
- (2) **Appointment.** The municipal judge designated by the charter to handle judicial matters within the town shall be appointed by the board of mayor and aldermen and shall serve at the pleasure of the governing body. Vacancies in the office of the municipal judge arising from resignation, disqualification or for any other reason whatsoever, shall be filled in the same manner as prescribed for the appointment of the municipal judge.
- (3) **Qualifications.** The municipal judge shall be a minimum of thirty (30) years of age, be licensed by the State of Tennessee to practice law, and be a resident of Tennessee.
- (4) **Term of office; vacancy.** The municipal judge shall be appointed by the board of mayor and aldermen for a term of two (2) years, said term beginning the first day of July and any incumbent judge shall serve during the term and until his successor is appointed and qualified. Any vacancy in the office of municipal judge shall be filled for the unexpired term by the board of mayor and aldermen.
- (5) **Judge pro tem.** During the absence of the municipal judge from his duties for any reason or at any time the office of the municipal judge is vacant, the board of mayor and aldermen may appoint a municipal judge pro tem to serve until the municipal judge returns to his duties or the office of municipal judge is no longer vacant. The municipal judge pro tem shall have all the qualifications required, and powers, of the municipal judge.
- (6) **Oath and bond.** The municipal judge shall take the same oath of office as that prescribed for the mayor and, before entering upon the duties of this office, shall make bond in the

amount of five thousand dollars (\$5,000), the cost of said bond being paid by the Town of Mount Carmel.

- (7) Salary. The salary of the municipal judge shall be fixed by board of mayor and aldermen before his or her appointment and said salary shall not be altered during the term for which he or she is appointed.

3-102. Jurisdiction. The municipal judge shall have the authority to try persons charged with the violation of municipal ordinances, and to punish persons convicted of such violations by levying a civil penalty under the general penalty provision of this code.

CHAPTER 2

COURT ADMINISTRATION

SECTION

- 3-201. Maintenance of docket.
3-202. Imposition of penalties and costs.
3-203. Disposition and report of penalties and costs.
3-204. Contempt of court.
3-205. Use of collections agency authorized.

3-201. Maintenance of docket. The court clerk in conjunction with the municipal judge shall keep a complete docket of all matters coming before him in his judicial capacity. The docket shall include for each defendant such information as his name; alleged offense(s); disposition; penalties and costs imposed and whether collected; and all other information which may be relevant.

3-202. Imposition of Fines, Penalties, and Court Costs.

- (1) All fines and costs shall be imposed by the municipal judge and recorded by the municipal court clerk on the municipal court docket. The maximum fine amount shall be \$50.00, as identified in Article VI, Section 14 of the Tennessee Constitution. All fines or costs to the Town paid via credit or debit cards may be subject to a processing fee
- (2) Court Costs - In all cases heard and determined by him or her, the municipal judge shall impose court costs in the amount of one hundred and twenty-two dollars (\$122.00). Two dollars (\$2.00) of the court costs shall be forwarded by the court clerk to the state treasurer in accordance to Tennessee Code Annotated § 16-18-304(a) to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks.
- (3) Court Costs for compliance dismissal prior to court date - When any person has been charged with violation of a law regarding vehicle equipment (including but not limited to inoperable headlights, tail lights, brake lights or turn signals), driver licensing, or vehicle licensing and registration, the charge may be dismissed if the person charged with the violation submits evidence of compliance with such law on or before the court date; provided, however, that the municipal judge may establish a separate court cost not to exceed \$27.00 to be collected from the person charged with the violation. This separate court costs will be assessed in lieu of the court costs detailed in Section 3-202(2) above.

Two dollars (\$2.00) of the court costs shall be forwarded by the court clerk to the state treasurer in accordance with Tennessee Code Annotated § 16-18-304(a) to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks.

- (4) **Litigation Taxes** - In all cases where the defendant is charged with the violation of a municipal ordinance or authorized state statute and is found guilty, whether by trial or plea of guilty, such defendant shall pay:

(a) The State litigation taxes of \$13.75 as defined in Tennessee Code Annotated § 67-4-601.

(b) Any other taxes and/or fees imposed pursuant to state statutes and/or municipal ordinances.

- (5) **Electronic citation regulations and fees.**

(a) As used in this section, "electronic citation" means a written citation or an electronic citation prepared by a law enforcement officer on paper or on an electronic data device with the intent the citation shall be filed, electronically or otherwise, with a court having jurisdiction over the alleged offense.

(b) Pursuant to and in accordance with state statutory requirements found in Tennessee Code Section 55-10-207(e), each court clerk shall charge and collect an electronic citation fee of five dollars (\$5.00) for each citation which results in a conviction.

(c) Sunset provision. This Ordinance and its fee requirement shall terminate five (5) years from the date of adoption of this Ordinance and the Town's Municipal Code shall be so annotated.

3-203. Disposition and report of penalties and costs. All funds coming into the Town in the form of penalties, costs, and forfeitures shall be recorded by the court clerk. At the end of each month the court clerk shall submit to the Town Administrator/Manager for availability to the board of mayor and aldermen a report accounting for the collection or non-collection of all penalties and costs imposed by his or her court during the current month and to date for the current fiscal year.

3-204. Contempt of court. Contempt of court is punishable by a fine of fifty dollars (\$50.00), or such lesser amount as may be imposed in the judge's discretion.

3-205. Use of a collection agency authorized. In addition to all other remedies for collecting delinquent fines and costs owed to the town, the town may use the services of a collection agency pursuant to the procedures as set forth in Tennessee Code Annotated, § 40-24-105. (Ord. #267, Feb. 2004)

CHAPTER 3

SUMMONSES AND SUBPOENAS

SECTION

3-301. Issuance of summonses.

3-302. Issuance of subpoenas.

3-301. Issuance of summonses. When a complaint of an alleged ordinance violation is made to the municipal judge, the judge may, in his discretion, issue a summons ordering the alleged offender personally to appear before the municipal court at a time specified

therein to answer to the charges against them. The summons shall contain a brief description of the offense charged but need not set out verbatim the provisions of the municipal code or ordinance alleged to have been violated. Upon failure of any person to appear before the municipal court as commanded in a summons lawfully served on him, the cause may be proceeded with ex parte, and the judgment of the court shall be valid and binding subject to the defendant's right of appeal.

3-302. Issuance of subpoenas. The municipal judge may subpoena as witnesses all persons whose testimony he believes will be relevant and material to matters coming before his court, and it shall be unlawful for any person lawfully served with such a subpoena to fail or neglect to comply therewith.

CHAPTER 4

BONDS AND APPEALS

SECTION

3-401. Appeals.

3-402. Bond amounts, conditions, and forms.

3-401. Appeals. Any person dissatisfied with any judgment of the municipal court against him may, within ten (10) days thereafter, Sundays exclusive, appeal to the circuit court of the county upon giving bond.

"Person" as used in this section includes, but is not limited to, a natural person, corporation, business entity or the municipality.

3-402. Bond amounts, conditions, and forms.

(1) Appeal bond. An appeal bond in any case shall be two hundred fifty dollars (\$250.00) for such person's appearance and the faithful prosecution of the appeal.

(2) Pauper's oath. A bond is not required provided the defendant/appellant

(a) Files the following oath of poverty:

I, _____, do solemnly swear under penalties of perjury, that owing to my poverty, I am not able to bear the expense of the action which I am about to commence, and that I am justly entitled to the relief sought, to the best of my belief;

(b) Files an accompanying affidavit of indigency.

The affidavit of indigency must be sworn to by the defendant/appellant and the facts therein may be investigated.

If approved by the Judge, the appeal bond may be waived or reduced

"Person" as used in this section includes, but is not limited to, a natural person, corporation, business entity or the municipality.

EXHIBIT B – 2010 ORIGINAL DOCUMENT

EXHIBIT B – 2010 ORIGINAL DOCUMENT

TITLE 3

MUNICIPAL COURT¹

CHAPTER

1. CITY JUDGE.
2. COURT ADMINISTRATION.
3. WARRANTS, SUMMONSES AND SUBPOENAS.
4. BONDS AND APPEALS.

CHAPTER 1

CITY JUDGE

SECTION

3-101. City judge.

3-101. City judge. (1) Office created. Pursuant to the authority granted in state law and the town charter, there is hereby created and established for the Town of Mount Carmel, Tennessee, the office of municipal judge, which judge shall be vested with the judicial powers and functions granted under the laws of Tennessee, and said judge shall be subject to the provisions of the laws governing the municipal court, as set out by the laws of the State of Tennessee.

(2) Qualifications. Any person serving as municipal judge shall be at least twenty-five (25) years of age and shall be a resident of the State of Tennessee at the time of and for the duration of his appointment.

(3) Term of office; vacancy. The municipal judge shall be appointed by the board of mayor and aldermen for a term of two (2) years, said term beginning the first day of July and any incumbent judge shall serve during the term and until his successor is appointed and qualified. Any vacancy in the office of municipal judge shall be filled for the unexpired term by the board of mayor and aldermen.

(4) Oath and bond. The municipal judge shall take the same oath of office as that prescribed for the mayor and, before entering upon the duties of this office, shall make bond in the amount of five thousand dollars (\$5,000.00), the cost of said bond being paid by the Town of Mount Carmel.

(5) Salary. The salary of the municipal judge shall be fixed by the board of mayor and aldermen before his or her appointment and said salary

¹Charter reference

City Judge--City Court: § 6-4-301.

EXHIBIT B – 2010 ORIGINAL DOCUMENT

shall not be altered during the term for which he or she is appointed. (1990 Code, § 3-101, modified)

CHAPTER 2 COURT

ADMINISTRATION

SECTION

3-201. Maintenance of docket.

3-202. Fines, forfeitures and commissions.

3-203. Disposition and report of fines, penalties, and costs. 3-204.

Contempt of court.

3-205. Use of a collection agency authorized.

3-201. Maintenance of docket. The city judge shall keep a complete docket of all matters coming before him in his judicial capacity. The docket shall include for each defendant such information as his name; warrant and/or summons numbers; alleged offense; disposition; fines, penalties, and costs imposed and whether collected; whether committed to workhouse; and all other information which may be relevant. (1990 Code, § 3-201)

3-202. Fines, forfeitures, and commissions.¹ In all charges involving the violations or alleged violations of a city ordinance:

(1) In all cases heard and determined by him, the city judge shall impose court costs in the amount of seventy-seven dollars and twenty-five cents (\$77.25), to be added to the fine and litigation tax. One dollar (\$1.00) of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.

(2) The maximum fine of forfeiture shall be fifty dollars (\$50.00), unless assessed by a jury of peers who find that the fine should be more than fifty dollars (\$50.00), yet not exceeding five hundred dollars (\$500.00). (1990 Code, § 3-203, as amended by Ord. #228, Dec. 2001, and Ord. #09-347, Oct. 2009)

3-203. Disposition and report of fines, penalties, and costs. All funds coming into the hands of the city judge in the form of fines, penalties, costs, and forfeitures shall be recorded by him and paid over daily to the town. At the end of each month he shall submit to the board of mayor and aldermen a report accounting for the collection or noncollection of all fines, penalties, and costs imposed by his court during the current month and to date for the current fiscal year. (1990 Code, § 3-203)

¹The schedule of commissions and fines is of record in the office of the city recorder.

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3-204. Contempt of court. Contempt of court is punishable by a fine of fifty dollars (\$50.00), or such lesser amount as may be imposed in the judge's discretion.

3-205. Use of a collection agency authorized. In addition to all other remedies for collecting delinquent fines and costs owed to the town, the town may use the services of a collection agency pursuant to the procedures as set forth in Tennessee Code Annotated, § 40-24-105. (Ord. #267, Feb. 2004)

CHAPTER 3

WARRANTS, SUMMONSES, AND SUBPOENAS

SECTION

3-301. Issuance of arrest warrants. 3-

302. Issuance of summonses.

3-303. Issuance of subpoenas.

3-304. Citations in lieu of arrest in non-traffic cases. 3-305.

Summonses in lieu of arrest.

3-301. Issuance of arrest warrants.¹ The city judge shall have the power to issue warrants for the arrest of persons charged with violating municipal ordinances. (1990 Code, § 3-301)

3-302. Issuance of summonses. When a complaint of an alleged ordinance violation is made to the city judge, the judge may in his discretion, in lieu of issuing an arrest warrant, issue a summons ordering the alleged offender personally to appear before the city court at a time specified therein to answer to the charges against him. The summons shall contain a brief description of the offense charged but need not set out verbatim the provisions of the municipal code or ordinance alleged to have been violated. Upon failure of any person to appear before the city court as commanded in a summons lawfully served on him, the cause may be proceeded with ex parte, and the judgment of the court shall be valid and binding subject to the defendant's right of appeal. (1990 Code, § 3-302)

3-303. Issuance of subpoenas. The city judge may subpoena as witnesses all persons whose testimony he believes will be relevant and material to matters coming before his court, and it shall be unlawful for any person lawfully served with such a subpoena to fail or neglect to comply therewith. (1990 Code, § 3-303)

3-304. Citations in lieu of arrest in non-traffic cases. Pursuant to Tennessee Code Annotated, § 7-63-101, et seq., the board of mayor and aldermen appoints the fire chief, or his designee in the fire department and the building inspector, or his designee in the building department, special police officers having the authority to issue citations in lieu of arrest. The fire chief, or his designee in the fire department shall have the authority to issue citations in lieu

¹State law reference

For authority to issue arrest warrants see Tennessee Code Annotated, title 40, chapter 5.

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of arrest for violations of the fire code adopted in this municipal code of ordinances. The building inspector, or his designee in the building department shall have the authority to issue citations in lieu of arrest for violations of the building, utility and housing codes adopted in this municipal code of ordinances. The citation in lieu of arrest shall contain the name and address of the person being cited and such other information necessary to identify and give the person cited notice of the charges against him, and state a specific date and place for the offender to appear and answer the charges against him. The citation shall also contain an agreement to appear, which shall be signed by the offender. If the offender refuses to sign the agreement to appear, the special officer in whose presence the offense was committed shall immediately arrest the offender and dispose of him in accordance with Tennessee Code Annotated,

§ 7-63-101. (Ord. #211, Dec. 1999)

3-305. Summonses in lieu of arrest. Pursuant to Tennessee Code Annotated, § 7-63-201, et seq., which authorizes the board of mayor and aldermen to designate certain city enforcement officers the authority to issue ordinance summons in the areas of sanitation, litter control and animal control, the board designates the animal control officer or his designee in the police department and the public utilities board manager, or his designee in the sewer department, to issue ordinance summonses in those areas. These enforcement officers may not arrest violators or issue citations in lieu of arrest, but upon witnessing a violation of any ordinance, law or regulation in the areas of sanitation, litter control or animal control, may issue an ordinance summons and give the summons to the offender.

The ordinance summons shall contain the name and address of the person being summoned and such other information necessary to identify and give the person summoned notice of the charge against him, and state specific date and place for the offender to appear and answer the charges against him.

The ordinance summons shall also contain an agreement to appear, which shall be signed by the offender. If the offender refuses to sign the agreement to appear, the enforcement officer in whose presence the offense occurred may:

- (1) Have a summons issued by the clerk of the city court; or
- (2) May seek the assistance of a police officer to witness the violation.

The police officer who witnesses the violation may issue a citation in lieu of arrest for the violation, or arrest the offender for failure to sign the citation in lieu of arrest.

It shall be unlawful for any person to violate this agreement to appear in court, regardless of the disposition of the charge for which the ordinance summons was issued. (Ord. #211, Dec. 1999)

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CHAPTER 4

BONDS AND APPEALS

SECTION

3-401. Appearance bonds authorized. 3-

402. Appeals.

3-403. Bond amounts, conditions, and forms.

3-401. Appearance bonds authorized. When the city judge is not available or when an alleged offender requests and has reasonable grounds for a delay in the trial of his case, he may, in lieu of remaining in jail pending disposition of his case, be allowed to post an appearance bond with the city judge or, in the absence of the judge, with the city court clerk, or in the absence of the city court clerk, with the ranking police officer on duty at the time, provided such alleged offender is not under the influence of alcohol or drugs. (1990 Code, § 3-401)

3-402. Appeals. Any defendant who is dissatisfied with any judgment of the city court against him may, within ten (10) days¹ next after such judgment is rendered, appeal to the next term of the circuit court upon posting a proper appeal bond. (1990 Code, § 3-401)

3-403. Bond amounts, conditions, and forms. An appearance bond in any case before the city court shall be in such amount as the city judge shall prescribe and shall be conditioned that the defendant shall appear for trial before the city court at the stated time and place. An appeal bond in any case shall be two hundred and fifty dollars (\$250.00), and shall be conditioned that if the circuit court shall find against the appellant the fine or penalty and all costs of the trial and appeal shall be promptly paid by the defendant and/or his sureties. An appearance or appeal bond in any case may be made in the form of a cash deposit or by any corporate surety company authorized to do business in Tennessee or by two (2) private persons who individually own real property within the county. No other type bond shall be acceptable. (1990 Code, § 3-401, modified)

¹State law reference

Tennessee Code Annotated, § 16-18-307.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor Gibson, Vice Mayor Bare, and Alderman Gilliam,
Alderman Patrick, Alderman Shugart, Alderman Binstock, Alderman Cross

THRU: James Stables, City Manager

FROM: Tyler Williams, Assistant City Manager/CFO

DATE: July 24, 2025

RE: **DISCUSSION/CONSIDERATION:** Wastewater Rate Study Contract with
MTAS

SUMMARY:

On July 17, 2025, the Town appeared on the agenda before the Tennessee Board of Utility Regulation (TBOUR) based on a referral due to financial distress for the Sewer Fund. This followed a request from TBOUR in early 2025 for the Town to complete a financial distress questionnaire.

During the July 17 meeting, TBOUR approved an order which requires the Town to complete a wastewater rate study by a qualified expert, and to have said rate study under contract by August 31, 2025, and the study completed and implemented or have plans for implementation by February 15, 2026.

Based on the action of TBOUR, the Town desires to enter into a contract with MTAS (qualified expert) to complete the rate study in accordance with the guidelines set forth by the Order.

REQUESTING DEPARTMENT(S):

Administration/Finance

FISCAL IMPACT:

Up to \$5,000.00 for the MTAS contract. Overall Sewer fiscal impact currently unknown.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

TBOUR Staff Recommendation/Order

MTAS Contract for Wastewater Rate Study



Jason E. Mumpower
Comptroller

Entity Referred: **Town of Mount Carmel**

Referral Reason: **Decrease In Net Position**

Utility Type Referred: **Sewer**

Staff Summary:

In 2024, the Town of Mount Carmel (the "Utility") was referred to the Tennessee Board of Utility Regulation following three consecutive years of a statutory decrease in Net Position within its Sewer Fund pursuant to Tenn. Code Ann. § 7-82-703. According to the Utility, the primary cause of this decline was the failure to adjust sewer rates over the past decade.

Since the referral, the Utility has implemented a 35% rate increase and has initiated conversation with a third party regarding the completion of a rate study.

Staff Recommendation:

The Board should order the following:

1. The Utility shall have a qualified expert as approved by Board staff, perform a rate study that includes the following:
 - a. a review of the capitalization policy, including any recommended modifications;
 - b. a review of the debt management policy, including any recommended modifications;
 - c. the creation of a five-year capital asset budget, to be taken from the current capital asset list and to include future anticipated needs;
 - d. a review of relevant utility fees including but not limited to connection or tap fees, including any recommended modifications;
 - e. verification that all governing body members of the utility are in compliance with all relevant training requirements;
2. By **Aug 31, 2025**, the Utility shall send Board staff a copy of the contract between the Utility and the qualified expert who is to perform the tasks in paragraph 1.
3. By **Feb 15, 2026**, the Utility shall provide Board staff with the completed rate study and either proof of implementation of the resulting recommendations or a proposed plan of implementation.
4. Board staff is given the authority to grant up to two extensions of up to six months of the foregoing deadlines upon a showing of good cause by the Utility.
5. Should the Utility fail to comply with any directive in this order, Board staff and Counsel shall issue subpoenas for the Utility's governing body and/or Manager to appear in-person before the Board during its next meeting following non-compliance of this order.

LETTER OF AGREEMENT
BETWEEN
THE UNIVERSITY OF TENNESSEE MUNICIPAL TECHNICAL ADVISORY SERVICE
AND
THE TOWN OF MOUNT CARMEL, TENNESSEE

This letter of agreement is dated July 25, 2025 (effective date), and is between The University of Tennessee, on behalf of its Institute of Public Service's Municipal Technical Advisory Service, an instrumentality of the state of Tennessee ("MTAS"), and the Town of Mount Carmel ("Customer").

WHEREAS, the Customer has determined it to be in the public interest to have the Customer's municipal water and/or wastewater rate schedule(s) reviewed, with the goal of establishing rates which will comply with State revenue requirements; and

WHEREAS, MTAS has offered to complete such a review for a reasonable fee.

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

1. **Term**: The term of this agreement begins on 7/25/2025 and ends on 2/28/2026.
2. **Termination**:
 - a) **Unrestricted Right to Terminate**: Except as otherwise specified in the invoicing and payment section below, either party may terminate this agreement, without cause, by providing the other party with notice at least 30 calendar days in advance. When providing notice, either party will comply with the Notice section of this agreement.
 - b) **Termination for Cause**: If the Customer fails to perform its obligations under this agreement in a timely or proper manner, or if Customer materially breaches any provision of this agreement, MTAS may immediately terminate this agreement by providing notice to Customer.
 - c) **Amounts Owed**: In the event that either party terminates this agreement, Customer shall pay MTAS for all services provided up until the effective date of the termination of this agreement.

3. **Scope of Work:** MTAS to conduct review of the municipal wastewater rates. MTAS's work under this contract is advisory in nature. Any recommendations MTAS makes under this contract are non-binding and Customer is free to accept or reject them. MTAS shall conduct a detailed review consisting of the following documents and services:
- a) A narrative and summary of the review with recommendations for setting fair and equitable rates for customers of the Customer's municipal wastewater system;
 - b) Spreadsheets showing the past two to three municipal audits, current year-to-date revenues and expenditures, and a 3- to 4-year projection of all wastewater revenues assuming no adjustment of the Customer's wastewater rate schedule;
 - c) Spreadsheets with all of the elements of Section (b) above, but with rate adjustments designed to produce a positive change in the net assets of the utility within 2 to 3 years;
 - d) Cash flow depictions reflecting the results of both spreadsheets;
 - e) If the Customer provides MTAS with summarized customer data, MTAS shall also produce a customer analysis contrasting each customer class by volumes used and revenue generated;
 - f) Recommended structural changes to existing rate schedules;
 - g) A schedule of recommended rates; and
 - h) Graphical and/or PowerPoint presentation of findings at a meeting of the governing body.
4. **Fees:** MTAS's fee for providing the requested utility review to the Customer shall be \$60.00 per consulting hour, not to exceed \$5,000 per year.
5. **Information Required by Customer:** Customer shall provide MTAS with the necessary financial and operational information requested by MTAS prior to the initiation of the review.
6. **Follow-Up After Completion Of The Review:**
- a) 12 months after the Customer has adopted recommendations of the review, MTAS will provide a brief follow-up on the status review to assure that its recommendations are achieving the desired revenue results.

- b) At the Customer's request, MTAS will communicate its work to the staff of the Tennessee Board of Utility Regulation (TBOUR) and/or accompany the governing body representatives to meetings of the Tennessee Board of Utility Regulation.

7. **Invoicing and Payment:**

- a) **Invoices:** MTAS will invoice Customer via Email.
- b) **Disputes:** Customer must notify MTAS of any disputed items on MTAS's invoice within 10 calendar days of Customer's receipt of MTAS's invoice. When providing notice, either party will comply with the Notice section of this agreement. If Customer notifies MTAS of disputed items on an invoice within 10 calendar days, Customer and MTAS will work in good faith to resolve the dispute. If Customer does not notify MTAS of any disputed items on an invoice within 10 calendar days, Customer waives its right to dispute the invoice.
- c) **Payment Method:** Customer must pay MTAS via check, made payable to The University of Tennessee.
- d) **Payment Time:** Customer shall pay MTAS within 30 calendar days of Customer's receipt of MTAS's invoice. If Customer's payment is more than 45 calendar days past due, MTAS may suspend its services for Customer, and charge Customer 1.5% interest on late amounts. If Customer is more than 60 calendar days past due, MTAS may immediately terminate this agreement by providing notice to Customer. When providing notice, either party will comply with the Notice section of this agreement.

8. **Notice:**

- a) For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, (3) by registered or certified mail, return receipt requested and postage prepaid, or (4) by email;
- b) Subject to sub-section (d) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
 - 1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and

2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
 3. if it is delivered by email, on the next business day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered. For the purposes of this contract, the parties intend that the phrase 'business day' is defined as Monday through Friday, excluding federal or MTAS holidays.
- c) For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Customer:

Town of Mount Carmel
100 East Main Street
Mount Carmel, TN 37645-1421
ATTN: Tyler Williams, Assistant City Manager/CFO
Email: tyler.williams@mountcarmeltn.gov

MTAS:

Municipal Technical Advisory Service
1610 University Avenue, Room 119G
Knoxville, TN 37921
ATTN: Sherri Brown
Email: sherri.brown@tennessee.edu

Legal notices only; do not send invoices to this address:

The University of Tennessee
505 Summer Place- UT Tower #1044
Knoxville, TN 37902
ATTN: Office of Procurement Services
Email: contracts@tennessee.edu

- d) If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

9. **Governing Law**: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. MTAS's liability will be governed by the Tennessee Claims Commission Act.
10. **MTAS's Liability**: Any liability of MTAS to Customer and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by MTAS under this agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.
11. **Self-Insurance**: MTAS is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.
12. **Modification; Waiver**: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by an authorized official of the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
13. **Severability**: The parties intend as follows:
- a) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
 - b) that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
 - c) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
14. **Counterparts**: If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.
15. **Entire Agreement**: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

Agreed: The parties are signing this agreement on the effective date listed in the introductory clause of this agreement.

The University of Tennessee

Town of Mount Carmel

Signature: _____

Signature: _____

Name: Rumira Xhaferaj

Name: John K. Gibson

Title: Chief Business Officer

Title: Mayor