



BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

May 22, 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 April 24, 2025, monthly financial report, and department reports.
7. Visitors' Comments:
8. Old Business:
 - A. SECOND READING AND PUBLIC HEARING: Ordinance 25-540- An Ordinance of the Town of Mount Carmel, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2025, and Ending June 30, 2026
9. New Business:
 - A. PROCLAMATION: National Police Week and Peace Officer's Memorial Day
 - B. PROCLAMATION: Recognizing Mount Carmel Elementary School as a Tennessee Reward School
 - C. DISCUSSION AND CONSIDERATION: To enter into a contract with TDOT for reimbursement of routine maintenance of State Routes
 - D. DISCUSSION AND CONSIDERATION: To enter into an administration agreement with First Tennessee Development District regarding the LPRF grant at Mount Carmel Park
 - E. FIRST READING: Ordinance 25-541: Retail Package Store Licensing
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 April 24, 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 Shugart

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 March 27, 2025, Board of Mayor and Aldermen meeting minutes, departmental and financial reports.

Motion: Alderman Shugart

Second: Alderman Binstock

Approved: All present voting in favor

VISITOR COMMENTS

NONE

OLD BUSINESS

NONE

NEW BUSINESS

A. PROCLAMATION: Honoring the Life and Legacy of Quentin R. Dykes

B. DISCUSSION AND CONSIDERATION: Surplus of Fire Dept. SCBA Compressor and Fill Station

The Fire Department requests consideration and approval to donate to the Church Hill Rescue Squad the following surplus items: 7.5 HP 5000psi American Airworks Compressor, 3 bottle 5000psi cascade system, 2 bottle American Airworks fill-station. These items have met their useful and expected life cycle and are no longer functionally available or needed for effective use in the Town and/or the Fire Department.

Motion: Alderman Shugart

Second: Alderman Binstock

Approved: All present voting in favor

C. DISCUSSION AND CONSIDERATION: Resolution 25-651: Establish the Mount Carmel Business and Economic Development Committee

Discussion and Consideration of Resolution 25-651, which establishes a Business and Economic Development Committee for the Town of Mount Carmel.

Motion: Vice-Mayor Bare

Second: Alderman Patrick

Approved: All present voting in favor

D. DISCUSSION AND CONSIDERATION: Resolution 25-652: Wastewater Treatment Plant Operation and Maintenance Agreement- Inframark

This resolution will authorize the mayor to sign a multi-year agreement establishing a public private partnership for safe and efficient operation of the Town's Wastewater Treatment Plant and facilities. This action brings the Town into further compliance with our State of Tennessee NPDES permit for operating the wastewater treatment plant and facilities with the proper number of well-qualified, licensed, and experienced staff.

Motion: Alderman Binstock

Second: Alderman Patrick

	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	✓		

- E. DISCUSSION AND CONSIDERATION: Ordinance 25-540- An Ordinance of the Town of Mount Carmel, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2025, and Ending June 30, 2026

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	✓		

ADJOURN

Motion: Alderman Shugart at **6:08 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 04/30/2025

GENERAL FUND:

BALANCE:

Checking Account (First Horizon)	\$1,664,025.51
LGIP Investment Account	\$5,115,499.08
Capital Outlay Savings (First Horizon)	\$1,396,254.34
TOTAL:	\$8,175,778.93

DRUG FUND:

BALANCE:

Drug Fund Checking (First Horizon)	\$14,576.16
Special Drug Fund (First Horizon)	\$1,038.95
TOTAL:	\$15,615.11

SEWER FUND:

BALANCE:

Checking Account (First Horizon)	\$999,823.84
Savings/Bond Reserve 2014 (First Horizon)	\$105,295.85
Savings/Sewer Savings 2014 (First Horizon)	\$531,397.55
TOTAL:	\$1,636,517.24

GRAND TOTAL CASH ON HAND:	\$9,827,911.28
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Current Savings Rate: 3.20%

Current LGIP Rate: 4.28%

Fund : 110 General Fund		Monthly Comparative				
		Total Estimated	MTD Realized	YTD Realized	Unrealized	% UnRealized
31100	Property Taxes (Current)	1,513,000.00	(13,677.00)	(1,551,751.06)	(38,751.06)	-2.56%
31200	Property Taxes (Prior Years)	40,000.00	(4,090.88)	(44,725.04)	(4,725.04)	-11.81%
31300	Interest, And Court Cost On Prop Tax	3,500.00	(87.00)	(1,849.00)	1,651.00	47.17%
31610	Local Sales Tax	775,000.00	(50,713.53)	(569,377.59)	205,622.41	26.53%
31710	Wholesale Beer Tax	55,000.00	(3,676.50)	(32,953.01)	22,046.99	40.09%
31912	Cable TV Franchise Tax	70,000.00	0.00	(26,783.35)	43,216.65	61.74%
32610	Building Permits	7,000.00	(999.40)	(8,787.40)	(1,787.40)	-25.53%
33190	State Grants	240,000.00	(18,475.00)	(19,475.00)	220,525.00	91.89%
33191	Postal Contract	20,660.00	(1,878.25)	(18,782.50)	1,877.50	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	2,000.00	0.00	(7,546.60)	(5,546.60)	-277.33%
33510	State Sales Tax	650,000.00	(51,032.21)	(448,407.15)	201,592.85	31.01%
33530	State Beer Tax	1,700.00	(1,046.79)	(417.79)	1,282.21	75.42%
33551	State Street Aid Revenue	160,000.00	(12,253.54)	(108,108.46)	51,891.54	32.43%
33552	State Gasoline Tax	37,000.00	(2,959.95)	(25,673.89)	11,326.11	30.61%
33558	Transportation Modernization	0.00	(176.41)	(1,944.18)	(1,944.18)	No Budget
33591	Tva Payments In Lieu Of Taxes	60,000.00	(16,622.57)	(49,867.71)	10,132.29	16.89%
33592	Special Impact Area Funds	8,000.00	0.00	(6,239.73)	1,760.27	22.00%
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	20,000.00	0.00	(77,995.00)	(57,995.00)	-289.98%
34310	State Highway Contract	33,000.00	0.00	0.00	33,000.00	100.00%
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	(3,698.45)	(19,200.03)	30,799.97	61.60%
35112	Redflex Photo Speed Enforcement	25,000.00	0.00	(8,507.25)	16,492.75	65.97%
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%
36100	Interest Earnings	25,000.00	(24,668.35)	(162,411.82)	(137,411.82)	-549.65%

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Town of Mount Carmel
Statement of Revenues - City
April 2025

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Fund : 110		General Fund	Monthly Comparative			
			Total Estimated	MTD Realized	YTD Realized	% UnRealized
36990	Miscellaneous Revenues		20,000.00	(1,145.41)	(13,387.81)	33.06%
36991	Telecommunications Revenue		1,300.00	(143.21)	(1,132.29)	12.90%
36995	Donations Veterans Memorial Wall		0.00	0.00	(7,000.00)	No Budget
Total For Fund: 110			4,032,310.00	(207,344.45)	(3,236,753.06)	19.73%

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**Town of Mount Carmel
Statement of Revenues - City
April 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%

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Town of Mount Carmel
Statement of Revenues - City
April 2025

User: Tyler Williams
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Fund : 412 Sewer Fund		Monthly Comparative			
		Total Estimated	MTD Realized	YTD Realized	% UnRealized
36100	Interest Earnings	2,500.00	(3,516.46)	(27,010.96)	-980.44%
37210	Sewer Service Charges	965,000.00	(81,282.24)	(808,236.29)	16.24%
37294	Accounting Fees	3,000.00	(537.50)	(2,577.50)	14.08%
37295	ARPA	1,448,730.00	0.00	(298,914.00)	79.37%
37296	Sewer Tap Fees	6,000.00	(3,560.00)	(10,560.00)	-76.00%
37299	Miscellaneous - Sewer	100.00	0.00	(32,853.09)	-32853.09%
Total For Fund: 412		2,425,330.00	(88,896.20)	(1,180,251.84)	51.34%

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Town of Mount Carmel
Statement of Expenditures and Encumbrances
April 2025

User: Tyler Williams
Date/Time: 5/13/2025 4:07 PM
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Fund : 110

Monthly Comparative: 83.33%

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) 0.00	(25,000.00)	23,353.72 0.00	(1,646.28)	93.41%	901.72 0.00
240		Utilities	(18,000.00) 0.00	(18,000.00)	11,830.10 0.00	(6,169.90)	65.72%	1,497.41 0.00
245		Telephone And Other Communication Services	(3,000.00) 0.00	(3,000.00)	1,489.27 0.00	(1,510.73)	49.64%	191.11 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
510		Insurance	(125,000.00) 0.00	(125,000.00)	101,972.50 0.00	(23,027.50)	81.58%	16,285.75 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) 0.00	(120.00)	6,530.91 0.00	6,410.91	5442.43%	1,469.95 0.00
720		First Tn Development District	(1,700.00) 0.00	(1,700.00)	1,635.00 0.00	(65.00)	96.18%	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
726		AIRMED	(1,600.00) 0.00	(1,600.00)	0.00 0.00	(1,600.00)	0.00%	0.00 0.00

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Town of Mount Carmel
Statement of Expenditures and Encumbrances
April 2025

User: Tyler Williams
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Fund : 110

Monthly Comparative: 83.33%

Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
790		Home Grant	0.00	0.00	18,475.00	18,475.00	No Budget	18,475.00
			0.00		0.00			0.00
940		Equipment	(250,000.00)	(250,000.00)	123,846.36	(126,153.64)	49.54%	19,846.36
			0.00		0.00			0.00
41500		Financial Administration						
121			(250,000.00)	(250,000.00)	188,842.65	(61,157.35)	75.54%	22,406.92
		Wages	0.00		0.00			0.00
141		Oasi (Employer's Share)	(20,000.00)	(20,000.00)	11,862.56	(8,137.44)	59.31%	1,607.64
			0.00		0.00			0.00
142		Employee Insurance	(45,000.00)	(45,000.00)	49,721.32	4,721.32	110.49%	5,567.97
			0.00		0.00			0.00
143		Employee Retirement Plan	(31,000.00)	(31,000.00)	11,903.80	(19,096.20)	38.40%	1,458.86
			0.00		0.00			0.00
147		Unemployment Insurance	(500.00)	(500.00)	1,160.81	660.81	232.16%	511.24
			0.00		0.00			0.00
148		Employee Education And Training	(1,000.00)	(1,000.00)	1,150.00	150.00	115.00%	0.00
			0.00		0.00			0.00
161		Fees Of Alderman And Mayor	(14,000.00)	(14,000.00)	10,646.09	(3,353.91)	76.04%	841.68
			0.00		0.00			0.00
216		Internet Services	(1,200.00)	(1,200.00)	723.76	(476.24)	60.31%	90.47
			0.00		0.00			0.00
217		Web Services	(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
			0.00		0.00			0.00
235		Dues	(1,000.00)	(1,000.00)	1,563.48	563.48	156.35%	583.60
			0.00		0.00			0.00
237		Advertising	(3,000.00)	(3,000.00)	1,548.80	(1,451.20)	51.63%	91.80
			0.00		0.00			0.00
250		City Judge	(4,800.00)	(4,800.00)	4,000.00	(800.00)	83.33%	400.00
			0.00		0.00			0.00

Fund : 110			Monthly Comparative:				83.33%	
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
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)	22,519.50 0.00	(7,480.50)	75.07%	0.00 0.00
253	Accounting And Auditing Fees		(40,000.00) 0.00	(40,000.00)	38,970.20 0.00	(1,029.80)	97.43%	9.95 0.00
255	Computer Hardware/Software Support		(56,400.00) 0.00	(56,400.00)	22,632.50 0.00	(33,767.50)	40.13%	1,069.35 0.00
257	Planning And Zoning Services		(15,000.00) 0.00	(15,000.00)	15,450.00 0.00	450.00	103.00%	0.00 0.00
266	Repair And Maintenance Buildings		(50,000.00) 0.00	(50,000.00)	3,890.64 0.00	(46,109.36)	7.78%	0.00 0.00
280	Travel		(2,500.00) 0.00	(2,500.00)	1,024.10 0.00	(1,475.90)	40.96%	0.00 0.00
298	Commission Fees		(2,000.00) 0.00	(2,000.00)	2,474.21 0.00	474.21	123.71%	204.54 0.00
310	Office Supplies And Postage		(8,000.00) 0.00	(8,000.00)	10,327.48 0.00	2,327.48	129.09%	51.49 0.00
312	Pitney Bowes Supplies		(2,200.00) 0.00	(2,200.00)	1,211.34 0.00	(988.66)	55.06%	0.00 0.00
479	Miscellaneous		(4,000.00) 0.00	(4,000.00)	12,565.83 0.00	8,565.83	314.15%	75.44 0.00
625	Operating Lease Copier		(1,500.00) 0.00	(1,500.00)	664.52 0.00	(835.48)	44.30%	54.78 0.00
940	Equipment		(4,000.00) 0.00	(4,000.00)	(1,484.71) 0.00	(5,484.71)	-37.12%	0.00 0.00
947	New Computer/Support/Equipment		(1,500.00) 0.00	(1,500.00)	(358.02) 0.00	(1,858.02)	-23.87%	0.00 0.00

**Town of Mount Carmel
Statement of Expenditures and Encumbrances
April 2025**

Fund : 110

Monthly Comparative: 83.33%

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) 0.00	(360,000.00)	235,442.58 0.00	(124,557.42)	65.40%	27,489.37 0.00
122	Overtime Wages		(20,000.00) 0.00	(20,000.00)	16,705.73 0.00	(3,294.27)	83.53%	1,677.62 0.00
141	Oasi (Employer's Share)		(30,000.00) 0.00	(30,000.00)	15,028.36 0.00	(14,971.64)	50.09%	2,082.63 0.00
142	Employee Insurance		(75,500.00) 0.00	(75,500.00)	32,750.17 0.00	(42,749.83)	43.38%	4,885.27 0.00
143	Employee Retirement Plan		(48,000.00) 0.00	(48,000.00)	18,150.34 0.00	(29,849.66)	37.81%	2,094.47 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%	2.11 0.00
148	Employee Education And Training		(4,500.00) 0.00	(4,500.00)	14,790.00 0.00	10,290.00	328.67%	360.00 0.00
216	Internet Services		(1,000.00) 0.00	(1,000.00)	639.84 0.00	(360.16)	63.98%	79.98 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 0.00	0.00	197.50 0.00	197.50	No Budget	0.00 0.00
245	Telephone And Other Communication Services		(6,000.00) 0.00	(6,000.00)	4,218.08 0.00	(1,781.92)	70.30%	529.21 0.00
251	Medical Services		(500.00) 0.00	(500.00)	395.00 0.00	(105.00)	79.00%	0.00 0.00
255	Computer Hardware/Software Support		(15,000.00) 0.00	(15,000.00)	13,312.02 0.00	(1,687.98)	88.75%	5,613.70 0.00

Fund : 110			Monthly Comparative:			83.33%		
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	0.00	150.00	150.00	No Budget	150.00
			0.00		0.00			0.00
266		Repair And Maintenance Buildings	(15,000.00)	(15,000.00)	13,944.08	(1,055.92)	92.96%	0.00
			0.00		0.00			0.00
280		Travel	(2,500.00)	(2,500.00)	3,889.67	1,389.67	155.59%	2,180.52
			0.00		0.00			0.00
310		Office Supplies And Postage	(3,000.00)	(3,000.00)	3,572.74	572.74	119.09%	177.55
			0.00		0.00			0.00
320		Operating Supplies	(5,000.00)	(5,000.00)	5,470.07	470.07	109.40%	0.00
			0.00		0.00			0.00
325		Bullet Proof Vests	(2,000.00)	(2,000.00)	1,275.00	(725.00)	63.75%	0.00
			0.00		0.00			0.00
326		Clothing And Uniforms	(4,000.00)	(4,000.00)	4,655.96	655.96	116.40%	0.00
			0.00		0.00			0.00
329		E-TICKET SUPPLIES	(800.00)	(800.00)	0.00	(800.00)	0.00%	0.00
			0.00		0.00			0.00
330		Vehicle Operating Expense	(25,000.00)	(25,000.00)	10,975.64	(14,024.36)	43.90%	1,324.78
			0.00		0.00			0.00
331		Fuel Expense	(20,000.00)	(20,000.00)	10,182.06	(9,817.94)	50.91%	1,706.80
			0.00		0.00			0.00
336		Radio Expense	(4,500.00)	(4,500.00)	225.44	(4,274.56)	5.01%	0.00
			0.00		0.00			0.00
479		Miscellaneous	(1,500.00)	(1,500.00)	1,272.28	(227.72)	84.82%	0.00
			0.00		0.00			0.00
560		Dept Of Safety Charges	(6,500.00)	(6,500.00)	1,273.91	(5,226.09)	19.60%	270.87
			0.00		0.00			0.00
625		Operating Lease Copier	(2,000.00)	(2,000.00)	607.65	(1,392.35)	30.38%	84.67
			0.00		0.00			0.00
705		THSO HI VISIBILITY GRANT FY 20-21	(5,000.00)	(5,000.00)	7,546.60	2,546.60	150.93%	0.00
			0.00		0.00			0.00

Fund : 110			Monthly Comparative:			83.33%		
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)	60,078.04	78.04	100.13%	2,851.12
42129	Drug Fund				0.00			0.00
940	Equipment		(2,000.00)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
			0.00		0.00			0.00
42200	Fire Department							
121			(92,000.00)	(92,000.00)	56,328.27	(35,671.73)	61.23%	5,500.48
	Wages		0.00		0.00			0.00
141			(7,000.00)	(7,000.00)	3,471.15	(3,528.85)	49.59%	420.79
	Oasi (Employer's Share)		0.00		0.00			0.00
147			(500.00)	(500.00)	184.50	(315.50)	36.90%	23.39
	Unemployment Insurance		0.00		0.00			0.00
148			(6,000.00)	(6,000.00)	2,861.16	(3,138.84)	47.69%	498.55
	Employee Education And Training		0.00		0.00			0.00
235			(500.00)	(500.00)	145.00	(355.00)	29.00%	45.00
	Dues		0.00		0.00			0.00
238			(3,000.00)	(3,000.00)	3,433.52	433.52	114.45%	0.00
	Public Relations/Parade		0.00		0.00			0.00
240			(13,000.00)	(13,000.00)	6,304.64	(6,695.36)	48.50%	823.04
	Utilities		0.00		0.00			0.00
245			(800.00)	(800.00)	554.40	(245.60)	69.30%	67.04
	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)	(3,000.00)	344.27	(2,655.73)	11.48%	0.00
	Computer Hardware/Software Support		0.00		0.00			0.00
266			(42,000.00)	(42,000.00)	42,648.75	648.75	101.54%	3,102.74
	Repair And Maintenance Buildings		0.00		0.00			0.00
280			(1,000.00)	(1,000.00)	152.90	(847.10)	15.29%	0.00
	Travel		0.00		0.00			0.00

Fund : 110										Monthly Comparative:		83.33%
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance				
281		Osha Testing	(8,000.00) 0.00	(8,000.00)	10,346.16 0.00	2,346.16	129.33%	0.00 0.00				
290		Contractual Services	(2,000.00) 0.00	(2,000.00)	1,350.00 0.00	(650.00)	67.50%	0.00 0.00				
310		Office Supplies And Postage	(1,000.00) 0.00	(1,000.00)	615.54 0.00	(384.46)	61.55%	0.00 0.00				
320		Operating Supplies	(2,000.00) 0.00	(2,000.00)	64,769.94 0.00	62,769.94	3238.50%	0.00 0.00				
326		Clothing And Uniforms	(3,000.00) 0.00	(3,000.00)	2,807.16 0.00	(192.84)	93.57%	809.82 0.00				
330		Vehicle Operating Expense	(30,000.00) 0.00	(30,000.00)	18,135.18 0.00	(11,864.82)	60.45%	4,740.54 0.00				
331		Fuel Expense	(6,000.00) 0.00	(6,000.00)	3,796.64 0.00	(2,203.36)	63.28%	757.34 0.00				
336		Radio Expense	(5,000.00) 0.00	(5,000.00)	4,205.00 0.00	(795.00)	84.10%	0.00 0.00				
344		Fire Department Equipment	(18,000.00) 0.00	(18,000.00)	16,478.67 0.00	(1,521.33)	91.55%	0.00 0.00				
479		Miscellaneous	(1,000.00) 0.00	(1,000.00)	669.00 0.00	(331.00)	66.90%	0.00 0.00				
940		Equipment	(145,000.00) 0.00	(145,000.00)	93,795.90 0.00	(51,204.10)	64.69%	5,978.19 0.00				
42400		Animal Control Department										
121		Wages	(17,000.00) 0.00	(17,000.00)	9,397.59 0.00	(7,602.41)	55.28%	0.00 0.00				
141		Oasi (Employer's Share)	(1,500.00) 0.00	(1,500.00)	523.74 0.00	(976.26)	34.92%	0.00 0.00				
147		Unemployment Insurance	(100.00) 0.00	(100.00)	5.64 0.00	(94.36)	5.64%	0.00 0.00				

Fund : 110										Monthly Comparative:		83.33%
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance				
148			(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00				0.00
		Employee Education And Training	0.00		0.00			0.00				0.00
170			(8,000.00)	(8,000.00)	5,050.00	(2,950.00)	63.13%	250.00				250.00
		Fees	0.00		0.00			0.00				0.00
235			(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00				0.00
		Dues	0.00		0.00			0.00				0.00
240			(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00				0.00
		Utilities	0.00		0.00			0.00				0.00
245			(600.00)	(600.00)	327.77	(272.23)	54.63%	40.98				40.98
		Telephone And Other Communication Services	0.00		0.00			0.00				0.00
251			(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00				0.00
		Medical Services	0.00		0.00			0.00				0.00
320			(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00				0.00
		Operating Supplies	0.00		0.00			0.00				0.00
326			(100.00)	(100.00)	0.00	(100.00)	0.00%	0.00				0.00
		Clothing And Uniforms	0.00		0.00			0.00				0.00
330			(1,100.00)	(1,100.00)	1,335.00	235.00	121.36%	0.00				0.00
		Vehicle Operating Expense	0.00		0.00			0.00				0.00
331			(2,600.00)	(2,600.00)	892.20	(1,707.80)	34.32%	0.00				0.00
		Fuel Expense	0.00		0.00			0.00				0.00
479			0.00	0.00	9.68	9.68	No Budget	0.00				0.00
		Miscellaneous	0.00		0.00			0.00				0.00
940			(4,500.00)	(4,500.00)	0.00	(4,500.00)	0.00%	0.00				0.00
		Equipment	0.00		0.00			0.00				0.00
42420		Building Inspection/Stormwater Managemnt										
121			0.00	0.00	(144.00)	(144.00)	No Budget	0.00				0.00
		Wages	0.00		0.00			0.00				0.00
141			0.00	0.00	(132.00)	(132.00)	No Budget	0.00				0.00
		Oasi (Employer's Share)	0.00		0.00			0.00				0.00

Fund : 110			Monthly Comparative:				83.33%	
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)	(2,600.00)	0.00	(2,600.00)	0.00%	0.00
			0.00		0.00			0.00
235		Dues	(32,900.00)	(32,900.00)	59,548.14	26,648.14	181.00%	0.00
			0.00		0.00			0.00
269		Demolition	(25,000.00)	(25,000.00)	0.00	(25,000.00)	0.00%	0.00
			0.00		0.00			0.00
320		Operating Supplies	(2,000.00)	(2,000.00)	51.99	(1,948.01)	2.60%	0.00
			0.00		0.00			0.00
479		Miscellaneous	(550.00)	(550.00)	41.80	(508.20)	7.60%	0.00
			0.00		0.00			0.00
43100		Highways And Streets						
121		Wages	(251,000.00)	(251,000.00)	171,089.56	(79,910.44)	68.16%	16,189.12
			0.00		0.00			0.00
122		Overtime Wages	(5,000.00)	(5,000.00)	5,043.58	43.58	100.87%	0.00
			0.00		0.00			0.00
141		Oasi (Employer's Share)	(19,700.00)	(19,700.00)	9,735.77	(9,964.23)	49.42%	1,128.43
			0.00		0.00			0.00
142		Employee Insurance	(42,000.00)	(42,000.00)	34,711.06	(7,288.94)	82.65%	3,231.45
			0.00		0.00			0.00
143		Employee Retirement Plan	(31,000.00)	(31,000.00)	13,194.99	(17,805.01)	42.56%	1,185.02
			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)	0.00	(1,500.00)	0.00%	0.00
			0.00		0.00			0.00
216		Internet Services	(2,000.00)	(2,000.00)	1,369.73	(630.27)	68.49%	171.12
			0.00		0.00			0.00

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Town of Mount Carmel
Statement of Expenditures and Encumbrances
April 2025

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Fund : 110

Monthly Comparative: 83.33%

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)	5,741.73 0.00	(2,758.27)	67.55%	1,175.57 0.00
245		Telephone And Other Communication Services	(2,800.00) 0.00	(2,800.00)	1,750.24 0.00	(1,049.76)	62.51%	245.88 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) 0.00	(3,000.00)	3,690.67 0.00	690.67	123.02%	128.50 0.00
268		Repair And Maintenance Roads And Streets	(15,000.00) 0.00	(15,000.00)	8,259.82 0.00	(6,740.18)	55.07%	459.82 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)	518.73 0.00	(2,981.27)	14.82%	0.00 0.00
310		Office Supplies And Postage	(500.00) 0.00	(500.00)	395.99 0.00	(104.01)	79.20%	0.00 0.00
320		Operating Supplies	(8,000.00) 0.00	(8,000.00)	8,089.13 0.00	89.13	101.11%	480.62 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)	13,467.98 0.00	(11,532.02)	53.87%	391.55 0.00
331		Fuel Expense	(35,000.00) 0.00	(35,000.00)	23,243.92 0.00	(11,756.08)	66.41%	2,310.18 0.00
479		Miscellaneous	(1,000.00) 0.00	(1,000.00)	929.26 0.00	(70.74)	92.93%	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) 0.00	(330,000.00)	252,822.79 0.00	(77,177.21)	76.61%	0.00 0.00

Fund : 110			Monthly Comparative:				83.33%	
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
940	Equipment		(230,000.00)	(230,000.00)	217,505.67	(12,494.33)	94.57%	0.00
			0.00		0.00			0.00
43190	State Street Aid							
247	Street Lighting		(80,000.00)	(80,000.00)	37,539.48	(42,460.52)	46.92%	258.87
			0.00		0.00			0.00
342	Sign Parts And Supplies		(8,000.00)	(8,000.00)	3,348.42	(4,651.58)	41.86%	0.00
			0.00		0.00			0.00
343	Traffic Light Maintenance		(2,000.00)	(2,000.00)	384.00	(1,616.00)	19.20%	0.00
			0.00		0.00			0.00
400	Materials And Supplies		(30,000.00)	(30,000.00)	17,868.88	(12,131.12)	59.56%	0.00
			0.00		0.00			0.00
931	Paving		(50,000.00)	(50,000.00)	4,286.45	(45,713.55)	8.57%	0.00
			0.00		0.00			0.00
940	Equipment		(5,000.00)	(5,000.00)	8,832.51	3,832.51	176.65%	612.48
			0.00		0.00			0.00
43200	Solid Waste And Recycling							
121	Wages		(51,400.00)	(51,400.00)	39,786.74	(11,613.26)	77.41%	3,796.80
			0.00		0.00			0.00
122	Overtime Wages		(2,500.00)	(2,500.00)	1,281.44	(1,218.56)	51.26%	0.00
			0.00		0.00			0.00
141	Oasi (Employer's Share)		(4,100.00)	(4,100.00)	2,120.54	(1,979.46)	51.72%	250.27
			0.00		0.00			0.00
142	Employee Insurance		(13,000.00)	(13,000.00)	10,844.20	(2,155.80)	83.42%	1,079.60
			0.00		0.00			0.00
143	Employee Retirement Plan		(8,000.00)	(8,000.00)	3,018.92	(4,981.08)	37.74%	277.92
			0.00		0.00			0.00
147	Unemployment Insurance		(100.00)	(100.00)	42.00	(58.00)	42.00%	0.00
			0.00		0.00			0.00
251	Medical Services		(100.00)	(100.00)	45.00	(55.00)	45.00%	45.00
			0.00		0.00			0.00

Fund : 110

Monthly Comparative: 83.33%

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)	160,959.00 0.00	(84,041.00)	65.70%	20,121.75 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) 0.00	(23,000.00)	21,714.02 0.00	(1,285.98)	94.41%	4,337.39 0.00
44440		Recreation						
240		Utilities	(20,000.00) 0.00	(20,000.00)	2,925.78 0.00	(17,074.22)	14.63%	163.63 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)	892.46 0.00	(607.54)	59.50%	145.06 0.00
479		Miscellaneous	(250.00) 0.00	(250.00)	209.74 0.00	(40.26)	83.90%	0.00 0.00
715		Land Purchase	(400,000.00) 0.00	(400,000.00)	62.00 0.00	(399,938.00)	0.02%	62.00 0.00
725		Park Development And Operation	(60,000.00) 0.00	(60,000.00)	24,876.63 0.00	(35,123.37)	41.46%	0.00 0.00
910		Land	(200,000.00) 0.00	(200,000.00)	0.00 0.00	(200,000.00)	0.00%	0.00 0.00
44800		Library						
121		Wages	(45,500.00) 0.00	(45,500.00)	34,493.04 0.00	(11,006.96)	75.81%	3,331.27 0.00
141		Oasi (Employer's Share)	(4,000.00) 0.00	(4,000.00)	2,131.07 0.00	(1,868.93)	53.28%	254.83 0.00
147		Unemployment Insurance	(140.00) 0.00	(140.00)	109.16 0.00	(30.84)	77.97%	14.73 0.00
148		Employee Education And Training	(1,000.00) 0.00	(1,000.00)	256.76 0.00	(743.24)	25.68%	56.64 0.00

Town of Mount Carmel
Statement of Expenditures and Encumbrances
April 2025

Fund : 110

Monthly Comparative: 83.33%

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)	1,357.40	(1,642.60)	45.25%	169.71
			0.00		0.00			0.00
240		Utilities	(5,000.00)	(5,000.00)	2,017.18	(2,982.82)	40.34%	347.64
			0.00		0.00			0.00
245		Telephone And Other Communication Services	(1,000.00)	(1,000.00)	115.47	(884.53)	11.55%	13.73
			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)	675.00	(2,325.00)	22.50%	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)	(1,500.00)	1,637.45	137.45	109.16%	177.74
			0.00		0.00			0.00
479		Miscellaneous	(400.00)	(400.00)	110.01	(289.99)	27.50%	0.00
			0.00		0.00			0.00
490		BOOKS	(5,300.00)	(5,300.00)	4,699.79	(600.21)	88.68%	345.74
			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)	358.91	(141.09)	71.78%	43.27
			0.00		0.00			0.00
721		Summer Reading Program	(2,000.00)	(2,000.00)	436.73	(1,563.27)	21.84%	233.79
			0.00		0.00			0.00
90000		Lease Principal Payments						
100		Personal Services	0.00	0.00	5,804.00	5,804.00	No Budget	0.00
			0.00		0.00			0.00

Fund : 110			Monthly Comparative:		83.33%	
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD	MTD Actual/ Encumbrance
					Expenditures/ Encumbrances	
294			0.00	0.00	488.00	0.00
	Equipment Leasing		0.00		0.00	0.00
Total For Fund: 110			(4,585,760.00)	(4,585,760.00)	2,806,975.74	233,548.72
			0.00		0.00	0.00
					(1,778,784.26)	61.21%

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Town of Mount Carmel
Statement of Expenditures and Encumbrances
April 2025

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Fund : 412

Monthly Comparative: 83.33%

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)	(215,000.00)	100,474.86	(114,525.14)	46.73%	3,496.48
	Wages			0.00		0.00			0.00
122				(15,000.00)	(15,000.00)	10,073.97	(4,926.03)	67.16%	252.00
	Overtime Wages			0.00		0.00			0.00
141				(20,000.00)	(20,000.00)	8,133.18	(11,866.82)	40.67%	284.54
	Oasi (Employer's Share)			0.00		0.00			0.00
142				(60,000.00)	(60,000.00)	14,780.57	(45,219.43)	24.63%	62.80
	Employee Insurance			0.00		0.00			0.00
143				(35,000.00)	(35,000.00)	9,009.82	(25,990.18)	25.74%	274.39
	Employee Retirement Plan			0.00		0.00			0.00
146				(5,000.00)	(5,000.00)	38,527.58	33,527.58	770.55%	9,197.75
	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)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
	Employee Education And Training			0.00		0.00			0.00
216				(800.00)	(800.00)	532.32	(267.68)	66.54%	66.48
	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)	(110,000.00)	111,809.14	1,809.14	101.64%	14,756.57
	Utilities			0.00		0.00			0.00
245				(5,000.00)	(5,000.00)	2,274.36	(2,725.64)	45.49%	228.98
	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)	(5,000.00)	7,084.50	2,084.50	141.69%	0.00
	Legal Services			0.00		0.00			0.00

Town of Mount Carmel
Statement of Expenditures and Encumbrances
April 2025

Fund : 412			Monthly Comparative:			83.33%		
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)	(2,000.00)	0.00	(2,000.00)	0.00%	0.00
			0.00		0.00			0.00
254		Engineering Services	(20,000.00)	(20,000.00)	140,112.56	120,112.56	700.56%	5,797.50
			0.00		0.00			0.00
255		Computer Hardware/Software Support	(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
			0.00		0.00			0.00
260		Repair And Maintenance Services	(10,000.00)	(10,000.00)	12,809.36	2,809.36	128.09%	0.00
			0.00		0.00			0.00
268		Repair And Maintenance Roads And Streets	(7,000.00)	(7,000.00)	563.44	(6,436.56)	8.05%	0.00
			0.00		0.00			0.00
280		Travel	(1,000.00)	(1,000.00)	0.00	(1,000.00)	0.00%	0.00
			0.00		0.00			0.00
290		Contractual Services	(8,000.00)	(8,000.00)	108,201.42	100,201.42	1352.52%	26,373.10
			0.00		0.00			0.00
298		Commission Fees	(20,000.00)	(20,000.00)	20,259.00	259.00	101.30%	2,022.00
			0.00		0.00			0.00
310		Office Supplies And Postage	(500.00)	(500.00)	543.54	43.54	108.71%	0.00
			0.00		0.00			0.00
320		Operating Supplies	(15,000.00)	(15,000.00)	19,897.20	4,897.20	132.65%	1,430.43
			0.00		0.00			0.00
322		Chemicals	(20,000.00)	(20,000.00)	14,933.97	(5,066.03)	74.67%	2,065.18
			0.00		0.00			0.00
326		Clothing And Uniforms	(8,000.00)	(8,000.00)	1,735.53	(6,264.47)	21.69%	451.85
			0.00		0.00			0.00
330		Vehicle Operating Expense	(5,000.00)	(5,000.00)	2,306.85	(2,693.15)	46.14%	824.05
			0.00		0.00			0.00
331		Fuel Expense	(5,500.00)	(5,500.00)	3,432.21	(2,067.79)	62.40%	325.05
			0.00		0.00			0.00
361		Pump Station Repair And Maintenance	(75,000.00)	(75,000.00)	9,518.84	(65,481.16)	12.69%	7,517.40
			0.00		0.00			0.00

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Created by: LGC

Town of Mount Carmel
Statement of Expenditures and Encumbrances
April 2025

User: Tyler Williams
Date/Time: 5/13/2025 4:07 PM
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Fund : 412		Monthly Comparative:					83.33%	
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)	(75,000.00)	64,460.00	(10,540.00)	85.95%	2,624.21
			0.00		0.00			0.00
363		Sewer Line Repair And Maintenance	(1,500.00)	(1,500.00)	0.00	(1,500.00)	0.00%	0.00
			0.00		0.00			0.00
364		Wastewater Plant Repair And Maintenance	(50,000.00)	(50,000.00)	41,096.54	(8,903.46)	82.19%	1,868.58
			0.00		0.00			0.00
401		CONSTRUCTION	(1,800,000.00)	(1,800,000.00)	6,669.53	(1,793,330.47)	0.37%	5,425.00
			0.00		0.00			0.00
479		Miscellaneous	(1,000.00)	(1,000.00)	580.78	(419.22)	58.08%	0.00
			0.00		0.00			0.00
510		Insurance	(21,000.00)	(21,000.00)	0.00	(21,000.00)	0.00%	0.00
			0.00		0.00			0.00
533		Machinery And Equipment Rental	(25,000.00)	(25,000.00)	25,000.00	0.00	100.00%	2,500.00
			0.00		0.00			0.00
540		Depreciation	(240,000.00)	(240,000.00)	278,682.00	38,682.00	116.12%	0.00
			0.00		0.00			0.00
596		State Permit Fees	(3,500.00)	(3,500.00)	3,460.00	(40.00)	98.86%	0.00
			0.00		0.00			0.00
614		2013 Rev/Tax Refunding Bonds	(40,000.00)	(40,000.00)	0.00	(40,000.00)	0.00%	0.00
			0.00		0.00			0.00
635		Tlida Interest	(6,000.00)	(6,000.00)	3,218.77	(2,781.23)	53.65%	1,610.93
			0.00		0.00			0.00
691		Bank Service Charges	(120.00)	(120.00)	0.00	(120.00)	0.00%	0.00
			0.00		0.00			0.00
940		Equipment	(75,000.00)	(75,000.00)	0.00	(75,000.00)	0.00%	0.00
			0.00		0.00			0.00
952		Bfi Sludge Disposal	(50,000.00)	(50,000.00)	12,011.17	(37,988.83)	24.02%	1,918.57
			0.00		0.00			0.00
955		Belt Press/Roto Rooter Maintenance	(1,500.00)	(1,500.00)	436.59	(1,063.41)	29.11%	86.66
			0.00		0.00			0.00

Fund : 412		Monthly Comparative:				83.33%		
Object	Cost Center	Sub Object	Original Budget/ Amendments	Total Budget	YTD Expenditures/ Encumbrances	Funds Available	% Used	MTD Actual/ Encumbrance
956			(5,000.00)	(5,000.00)	0.00	(5,000.00)	0.00%	0.00
			0.00		0.00			0.00
Sewer Plant Blowers								
Total For Fund: 412			(3,068,620.00)	(3,068,620.00)	1,073,863.08	(1,994,756.92)	34.99%	91,460.50
			0.00		0.00			0.00

Mount Carmel Fire Department

Mitch Walker, Fire Chief



May 1st, 2025

To: James Stables, City Manager

Ref: April 2025 Monthly Report

The Mount Carmel Fire Department answered a total of 36 calls for service during the month of April. Day shift personnel answered 23 calls, and 13 calls were answered by the volunteer staff. Our average dispatch to arrival time was 5:41 with a 90th percentile of 11:04. Calls for this month included a structure fire, brush fire, multiple vehicle accidents, and medical responses. This brings our year-to-date total of 151 calls for service.

Over the month of April, multiple annual projects occurred, including fire pump and aerial testing. This NFPA and ISO requirement is performed by a third-party company who certifies the apparatus for another year. All Mount Carmel apparatus passed testing. Members also participated in several public relations events including Oak Grove Baptist Church and Mount Carmel Elementary School. Administration staff worked considerably on projects and priorities for our upcoming budget year.

During April, Mount Carmel members completed a Tennessee Fire and Codes Enforcement Academy course in self-contained breathing apparatus. This 16-hour course is a pre-requisite for upcoming rapid intervention team training. Members also completed a Tennessee Emergency Management Agency lithium battery class. We would like to congratulate Firefighter Noah Graziano for obtaining his National Registry EMR certification, Firefighter Hayden Joyner obtained Fire Officer II certification, and Firefighter Caleb McKinley obtained Hazardous Materials Operations certification. These members are dedicated to serving the town to the highest level possible.

Thank you and the BMA for your continued support.

Mitch Walker, Fire Chief



Custom ▾

Apr 1, 2025 - Apr 30, 2025 ▾

44%

FIRE

Percentage of Total Incidents

56%

EMS

Percentage of Total Incidents

36

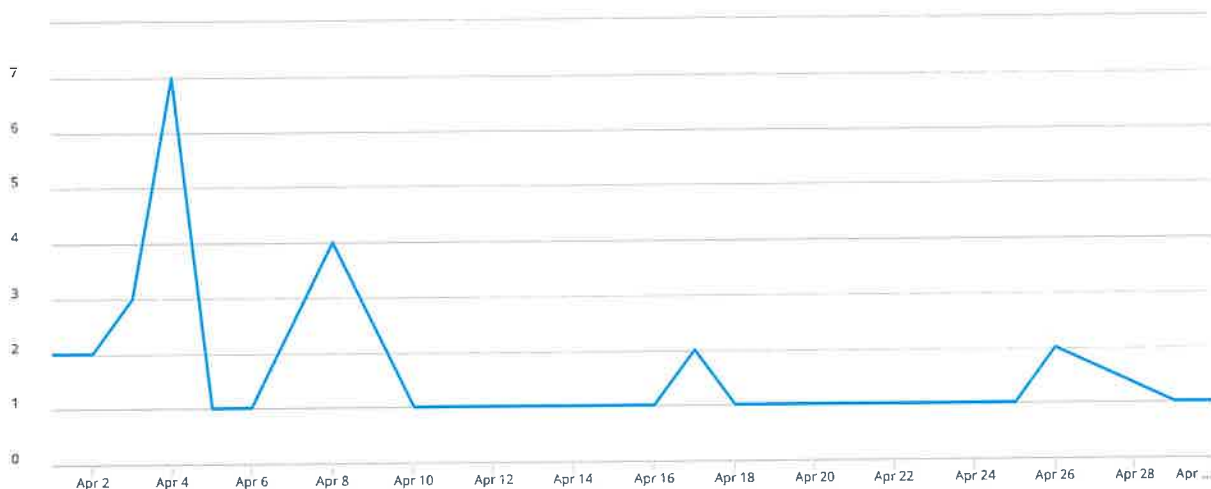
INCIDENTS

In Selected Time Slice

30

DAYS

In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	4/6/25	4/13/25	4/20/25	4/27/25	5/4/25	5/11/25	5/18/25	5/25/25	6/1/25	6/8/25	6/15/25	6/22/25	6/29/25	Total
(11) Structure Fire				1										1
(14) Natural vegetation fire	1													1
(31) Medical assist	5	1	2	1										9
(32) Emergency medical service (EMS) incident	3	3	2	2	1									11
(46) Accident, potential accident	1	2												3
(55) Public service assistance	2	1												3
(56) Unauthorized burning	1													1
(60) Good intent call, other	1													1
(61) Dispatched and canceled en route			2											2
(62) Wrong location, no emergency found	2				1									3
(63) Controlled burning				1										1
Total	16	7	6	5	2									36



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: May 22, 2025

RE: **ORDINANCE NO. 25-540 (Second Reading)**

SUMMARY:

Second Reading and Public Hearing of Ordinance # 25-540, An Ordinance of the Town of Mount Carmel, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2025, and Ending June 30, 2026

Please refer to the attached Ordinance and provided Budget Book for further detailed budgetary information

REQUESTING DEPARTMENT(S):

Administration

FISCAL IMPACT:

See attached information for total fiscal impact

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

Ordinance 25-540

FY 2026 Budget Book (provided in-person)



ORDINANCE # 25-540

**AN ORDINANCE OF THE TOWN OF MOUNT CARMEL, TENNESSEE ADOPTING
THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND
ENDING JUNE 30, 2026**

WHEREAS, Tenn, Code Ann. § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

**NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN
OF MOUNT CARMEL, TENNESSEE AS FOLLOWS:**

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2026, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

General Fund		2023-2024	2024-2025	2025-2026
Revenues		Audited	Estimated	Budgeted
Local Taxes		\$ 2,387,276	\$ 2,460,000	\$ 2,500,640
Licenses and Permits		10,690	8,000	9,000
Intergovernmental		1,452,029	1,137,305	1,995,650
Fines and Forfeitures		79,069	44,050	76,050
Miscellaneous Revenues		168,700	273,800	389,800
Total Revenues and Other Financing Sources		\$ 4,097,764	\$ 3,923,155	\$ 4,971,140
Appropriations				
Expenditures				
General Government		\$ 215,998	\$ 593,940	\$ 445,860
Administration		461,835	491,750	639,163
Police Department		472,825	590,000	829,275
Animal Control		26,041	22,900	6,000
Fire Department		430,506	445,050	1,304,960
Building Inspector		27,731	75,200	85,100
Public Works		571,233	908,250	1,144,350
State Street Aid		282,343	117,500	177,000
Solid Waste		332,160	343,300	275,000
Recreation		74,506	37,300	517,050
Debt Service		12,793	12,903	12,843
Intergovernmental Expenditures		432,387	-	-
Library		71,600	71,940	100,335
Total Appropriations		\$ 3,411,958	\$ 3,710,033	\$ 5,536,936
Change in Fund Balance		\$ 697,813	\$ 213,122	\$ (565,796)
Beginning Fund Balance		\$ 7,030,260	\$ 7,728,073	\$ 7,941,195
Ending Fund Balance		\$ 7,728,073	\$ 7,941,195	\$ 7,375,399
Ending Fund Balance as % of Appropriations		226%	214%	133%

Sewer Fund		2023-2024	2024-2025	2025-2026
Revenues		Audited	Estimated	Budgeted
Operating Revenues		\$ 975,361	\$ 976,100	\$ 1,315,850
Sewer Operating Expenses		954,822	893,820	1,401,800
Depreciation		273,023	280,000	290,000
Net Operating Income (Expense)		\$ (252,484)	\$ (197,720)	\$ (375,950)
Net Nonoperating Revenues (Expenses)		\$ 1,339,540	\$ 333,743	\$ 1,653,650
Change in Net Position		\$ 1,087,056	\$ 136,023	\$ 1,277,700
Change in Net Position		\$ 1,087,056	\$ 136,023	\$ 1,277,700
Estimated Beginning Net Position		\$ 7,242,629	\$ 8,329,685	\$ 8,465,708
Estimated Ending Net Position		\$ 8,329,685	\$ 8,465,708	\$ 9,743,408

Drug Fund	2023-2024	2024-2025	2025-2026
Revenues	Audited	Estimated	Budgeted
Drug Related Fines	\$ 786	\$ 1,000	\$ 1,000
Drug Contributions	13,580	4,600	36,500
Total Revenues and Other Financing Sources	\$ 14,366	\$ 5,600	\$ 37,500
Appropriations			
Expenditures			
Drug Fund Operations	\$ 1,069	\$ 2,000	\$ 35,000
Total Appropriations	\$ 1,069	\$ 2,000	\$ 35,000
Change in Fund Balance	\$ 13,297	\$ 3,600	\$ 2,500
Beginning Fund Balance	\$ 13,439	\$ 26,736	\$ 30,336
Ending Fund Balance	\$ 26,736	\$ 30,336	\$ 32,836

SECTION 2: At the end of the fiscal year 2025, the governing body estimates fund balances or deficits as follows:

General Fund	\$ 7,941,195
Sewer Fund	\$ 8,465,708
Drug Fund	\$ 30,336

SECTION 3: That the governing body recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Type of Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2025	FY 2026 Debt Interest	FY 2026 Debt Principal
Sewer Revenue Bond	\$ -	\$ 84,914	\$ 3,200	\$ 45,000

SECTION 4: During the coming fiscal year (2026) the governing body has planned capital projects with proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Grants	Proposed Amount Financed by Debt	Total Proposed Capital Projects
Police Vehicle (x2)	\$ 120,000			\$ 120,000
CGBD Fire Truck Grant	\$ 100,000	\$ 420,000		\$ 520,000
Fire Chief Vehicle	\$ 80,000			\$ 80,000
FEMA Hazard Mitigation	\$ 30,000	\$ 210,000		\$ 240,000
Parking Lot Paving	\$ 100,000			\$ 100,000
Security System	\$ 30,000			\$ 30,000
Updates to P/W Building	\$ 100,000			\$ 100,000
P/W Equipment	\$ 130,000			\$ 130,000
Library Equipment/Bldg.	\$ 25,000			\$ 25,000
LPRF Park Grant	\$ 200,000	\$ 200,000		\$ 400,000
Totals:	\$915,000	\$830,000		\$1,745,000

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (Tenn. Code Ann. § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tenn. Code Ann. § 6-56-205.

SECTION 6: Money may be transferred from one appropriation to another in the same fund in an amount of up to \$25,000 by the Town Administrator, subject to such limitations and procedures as set by the Governing Body pursuant to Tenn. Code Ann. § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: There is hereby levied a property tax of \$1.5897 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2025, the public welfare requiring it.

Passed 1st Reading: April 24, 2025

Passed 2nd Reading: May 22, 2025

Voting by the Board, as follows, on April 24, 2025, First Reading:

	<u>Yes</u>	<u>No</u>
Alderman Patrick	X	—
Alderman Binstock	X	—
Alderman Cross	X	—
Alderman Shugart	X	—
Alderman Gilliam	X	—
Vice Mayor Bare	X	—
Mayor Gibson	X	—

Voting by the Board, as follows, on May 22, 2025, Second Reading:

	<u>Yes</u>	<u>No</u>
Alderman Patrick	—	—
Alderman Binstock	—	—
Alderman Cross	—	—
Alderman Shugart	—	—
Alderman Gilliam	—	—
Vice Mayor Bare	—	—
Mayor Gibson	—	—

John K. Gibson, Mayor

ATTEST:

Tyler S. Williams, Town Recorder

	TOWN OF MOUNT CARMEL, TENNESSEE	2023-2024	2024-2025	2025-2026	
110	General Fund				
		2023-2024	2024-2025	2025-2026	
		Audited	Estimated	Budgeted	
	REVENUES				
	Local Taxes				
31100	Property Taxes	\$ 1,546,459	\$ 1,513,000	\$ 1,542,140	
31200	Delinquent Property Taxes	32,786	34,000	40,000	
31300	Penalty Property Tax	1,084	1,000	3,500	
31610	Local Option Sales Tax	696,096	800,000	800,000	
31710	Wholesale Beer Tax	50,013	52,000	55,000	
31912	Charter Cable Franchise	60,838	60,000	60,000	
	Total Local Taxes	\$ 2,387,276	\$ 2,460,000	\$ 2,500,640	
	Licenses & Permits				
32610	Building Permits	10,690	8,000	8,500	
32200	Beer Licenses/Permits		500	500	
	Total Licenses and Permits	\$ 10,690	\$ 8,000	\$ 9,000	
	Intergovernmental Revenue				
33191	Postal Contract	\$ 22,539	\$ 22,500	22,500	
33410	State Supplemental Pay (POST)	5,600	3,200	4,800	
33423	State LPRF Grant	5,000	-	200,000	
33429	THSO (High Visibility Grant)	1,932	10,000	10,000	
33190	Home Grant		111,405	130,000	
33110	CDBG Grant	432,387		420,000	
33721	FEMA Hazard Mitigation Grant			210,000	
33290	Library Grants	2,353		-	
33710	Grants from County- Fire	20,000	20,000	20,000	
33711	Grants from County- Library	5,000	5,000	5,000	
33510	State Sales Tax	674,943	682,000	689,000	
33530	State Beer Tax	2,465	2,400	2,400	
33551	State Street Aid	162,462	162,000	162,000	

33552	State Gasoline Tax	38,277	37,000	38,000	
33592	Sportsbetting	10,402	10,000	10,000	
33591	TVA (Payment in Lieu of Taxes)	67,072	68,000	68,000	
33558	Transportation Modernization Tax	-	2,500	2,500	
36991	Telecommunications Revenue	1,597	1,300	1,450	
	Total Intergovernmental Revenue	\$ 1,452,029	\$ 1,137,305	\$ 1,995,650	
	Charges for Service				
	Total Charges for Service	\$ -	\$ -	\$ -	
	Fines & Penalties				
34510	Animal Control (Fees, Fines, Adoption)	20	50	50	
35110	City Court (Fines & Costs)	55,845	18,000	50,000	
35112	Photo Enforcement	22,046	25,000	25,000	
35160	County Court (Fines & Costs)	1,158	1,000	1,000	
	Total Fines & Penalties	\$ 79,069	\$ 44,050	\$ 76,050	
	Other Revenue				
33719	Library (Donations & Revenue)	639	-	500	
33720	Fire Department (Donations & Revenue)	13,270	8,000	10,000	
33721	Police Department (Donations & Revenue)			500	
34310	State Highway Contract	18,309	33,000	33,000	
34320	E-Ticket Citation Fee	-	800	800	
36100	Interest Earnings	36,033	200,000	300,000	
36995	Donation from Private Entities	58,816			
36330	Sale of Equipment				
36990	Miscellaneous	41,633	32,000	45,000	
	Total Other Revenue	\$ 168,700	\$ 273,800	\$ 389,800	
	TOTAL REVENUE	\$ 4,097,764	\$ 3,923,155	\$ 4,971,140	
	Other Financing Sources	\$ 12,007			

	Beginning Fund Balance	\$	7,030,260	\$	7,728,073	\$	7,941,195		
	Available for Appropriation	\$	11,140,031	\$	11,651,228	\$	12,912,335		
	EXPENDITURES								
41000	General Government								
161	Mayor & Aldermen (Fees)					\$	14,000		
235	Dues, Memberships and Registration Fees		3,716		4,000		4,500		
236	Public Relations/Community Outreach		26,262		25,000		28,000		
240	Utilities		16,868		18,000		18,000		
245	Telephone and Other		1,507		1,800		2,000		
254	Engineering Services		(2,072)		-		-		
510	Insurance		117,716		125,000		125,000		
551	Reappraisal Costs		6,106		9,000		9,000		
597	Safety Program		-		-		-		
691	Bank Service Charges		150		8,500		15,000		
720	FTDD		1,635		1,635		35,760		
722	FTHRA		2,000		2,500		2,500		
723	Senior Citizen's Center		30,000		33,000		33,000		
724	Hawkins Co. Chamber		-		2,500		2,500		
726	AIRMED		1,050		1,600		1,600		
790	Home Grant				111,405		130,000		
940	Capital Outlay/Interior Renovations		11,060		250,000		25,000		
	Total General Government	\$	215,998	\$	593,940	\$	445,860		

42400	Animal Control								
121	Wages	\$	15,823		12,000				
134	Christmas Bonus								
141	OASI - Employer Share		1,422		1,000				
143	Employee Retirement Plan		(299)						
146	Worker's Compensation		637		650				
147	Unemployment Insurance		42		50				
148	Education & Training		-		0				
170	Shelter Fees		5,075		6,000		6,000		
235	Dues		-		0				
240	Utilities		-		0				
245	Telephone		546		500				
251	Medical Services		-		0				
320	Operating Supplies		361		0				
326	Clothing and Uniforms		-		0				
330	Vehicle Operating Expense		845		1,500				
331	Fuel		1,589		1,200				
940	Equipment		-		-				
	Total Animal Control	\$	26,041	\$	22,900	\$	6,000		
42200	Fire Department								
121	Wages	\$	67,603	\$	71,000	\$	135,160		
134	Christmas Bonus					\$	1,900		
141	OASI - Employer Share		6,074		5,500		10,400		
143	Employee Retirement Plan		(1,278)				10,500		
146	Worker's Compensation		2722		3000		3200		
147	Unemployment Insurance		236		300		400		
148	Education & Training		4,529		4,500		8,000		
235	Dues		50		250		500		
238	Public Relations/Parade		2,815		3,500		5,000		
240	Utilities		8,261		9,000		9,000		
245	Telephone		804		800		800		

251	Medical Services	45	50	100	
255	Computer Hardware/Software Support	313	3,500	4,500	
266	Building Maint. & Repair	15,983	42,750	40,000	
280	Travel	431	1,000	1,000	
281	Osha Testing	3,222	10,400	10,500	
290	Contractual Services	1,598	2,000	2,000	
310	Office Supplies	486	1,000	1,000	
320	Operating Supplies	19,250	2,000	3,000	
326	Clothing and Uniforms	2,780	3,000	3,000	
330	Vehicle Operating Expense	29,608	20,000	30,000	
331	Fuel	5,097	6,000	6,000	
336	Radio	4,871	5,000	5,000	
344	Fire Department Equipment	12,489	18,000	48,000	
479	Miscellaneous	15,848	2,500	1,000	
733	FEMA Hazard Mitigation Grant			240,000	
931	Paving			120,000	
940	Equipment	226,669	230,000	605,000	
	Total Fire Department	\$ 430,506	\$ 445,050	\$ 1,304,960	
	Total Public Safety	\$ 929,372	\$ 1,057,950	\$ 2,140,235	
42420	Building Inspector				
121	Wages	\$ 9,780	\$ -	-	
141	OASI - Employer Share	879	-	-	
146	Worker's Compensation	1,958	-	-	
147	Unemployment Insurance	-	-	-	
148	Education & Training	250	-	-	
216	Internet Services	279	-	-	
235	Dues	4,285	75,000	-	
240	Utilities	237	-	-	
245	Telephone	361	-	-	
269	Demolition	7,450	-	10,000	
280	Travel	-	-	-	
290	Other Contractual Services (SAFEBuilt)			75,000	

320	Operating Supplies	1,955	100		
479	Miscellaneous	297	100	100	
940	Equipment			-	
	Total Building Inspector	\$ 27,731	\$ 75,200	\$ 85,100	
43100	Public Works Department				
121	Wages	\$ 224,982	\$ 225,000	\$ 329,150	
122	Overtime Wages	\$ 3,236	\$ 6,000	6,000	
134	Christmas Bonus			3,500	
141	OASI - Employer Share	18,888	18,000	24,500	
142	Employee Insurance	48,270	43,000	50,000	
143	Employee Retirement Plan	16,715	15,000	18,000	
146	Worker's Compensation	9,059	9,400	9,700	
147	Unemployment Insurance	247	300	400	
148	Education & Training	-	-	1,500	
216	Internet Services	1,833	2,000	2,000	
240	Utilities	7,236	8,500	8,500	
245	Telephone	2,731	2,800	2,800	
251	Medical Services	325	500	500	
266	Building Maintenance & Repair	6,776	3,750	3,500	
268	Street Maintenance & Road Repair	10,695	2,000	15,000	
280	Travel	-	-	500	
294	Equipment Leasing	2,210	1,000	2,000	
310	Office Supplies	48	500	800	
320	Operating Supplies	11,569	8,000	9,000	
326	Clothing and Uniforms	3,154	4,500	5,000	
330	Vehicle Operating Expense	17,848	16,000	35,000	
331	Fuel	27,968	35,000	38,500	
479	Miscellaneous	721	1,000	1,000	
482	Drainage Repair	78	1,000	1,000	
922	Capital Outlay- P/W Building & Grounds			96,500	
931	Paving	37,357	275,000	350,000	
940	Equipment	119,287	230,000	130,000	
	Total Public Works Department	\$ 571,233	\$ 908,250	\$ 1,144,350	

44800	Library		\$	41,191	\$	45,000	48,445	
121	Wages						800	
134	Christmas Bonus						3,650	
141	OASI - Employer Share		3,701		3,300		1,700	
146	Worker's Compensation		1,659		1,700		140	
147	Unemployment Insurance		139		600		1,000	
148	Education & Training		554		2,500		2,600	
216	Internet		2,572		800		100	
240	Utilities		2,565		100		6,500	
245	Telephone		779		300		3,000	
251	Medial Services		-		200		500	
255	Computer Hardware/Software Support		3,125		2,000		1,700	
266	Building Maintenance & Repair		7,567		400		400	
280	Travel		114		5,300		2,500	
310	Office Supplies		1,159		2,000		500	
479	Miscellaneous		264		2,000		2,000	
490	Books		5,002				17,000	
619	Library Training Grant							
625	Operating Lease- Copier		463					
721	Summer Reading Program		746					
940	Capital Outlay							
	Total Library		\$ 71,600	\$	71,940	\$	100,335	
46530	Intergovernmental Expenditures							
400	2021 CDBG Water System Project		432,387					
	Total Intergovernmental Expenditures		\$ 432,387					
90000	Debt Service							
100	Lease Principal Payments		\$ 5,574	\$	5,864		6,044	
294	Lease Interest		719		489		249	
300	Subscription IT Principal		5,758		5,800		5,800	
400	Subscription IT Interest		742		750		750	
	Total Debt Service		\$ 12,793	\$	12,903	\$	12,843	

	TOTAL EXPENDITURES	\$ 3,411,958	\$ 3,710,033	\$ 5,536,936		
	Excess (deficit) of revenues over (under) expenditures	\$ 697,813	\$ 213,122	\$ (565,796)		
	Ending Fund Balance	\$ 7,728,073	\$ 7,941,195	\$ 7,375,399		
	Beginning Cash Balance	\$ 6,793,006	\$ 7,483,160	\$ 7,696,282		
	Ending Cash Balance	\$ 7,483,160	\$ 7,696,282	\$ 7,130,486		

362	Residential Pump Repair and Maintenance	33,162	95,000		
363	Sewer Line Maintenance and Repair	1,351	1,500		
364	Wastewater Plant Maintenance and Repair	60,068	50,000		
479	Miscellaneous Expenses	12,313	1,000	1,000	
510	Insurance	931	2,000	2,000	
533	Machinery & Equipment Rental	35,000	70,000	200,000	
540	Depreciation	273,023	280,000	290,000	
596	State Permit Fee	-	3,500	3,500	
635	TLDA Interest Expense	4,319			
952	Sludge Disposal Fees	58,401	30,000	-	
955	Press Maintenance	1,015	1,000	1,500	
956	Sewer Blowers	1,332	1,500	5,000	
	Total Sewer Operating Expenses	\$ 1,197,161	\$ 1,141,200	\$ 1,652,800	
	ADMINISTRATIVE & GENERAL EXPENSES				
252	Legal Services	\$ 6,364	\$ 10,000	\$ 15,000	
253	Accounting/Auditing		2,000	2,000	
298	Collection Fees	24,283	20,000	22,000	
310	Office Expenses and Postage	37	500	-	
691	Bank Service Charges	-	120	-	
	Total Sewer Operating Expenses	\$ 30,684	\$ 32,620	\$ 39,000	
	Total Administrative & Operating Expenses	\$ 1,227,845	\$ 1,173,820	\$ 1,691,800	
	Operating Income (Loss)	\$ (252,484)	\$ (197,720)	\$ (375,950)	
	NON-OPERATING REVENUES & (EXPENSES)				
36100	Federal Grants- Local ARPA	\$ 1,271,888	\$ 298,914		
37295	TDEC - ARPA	51,888	8,829	1,628,850	
52200-635	TLDA Interest			(3,200)	
36100	Interest Earnings	15,764	26,000	28,000	
	TOTAL NON-OPERATING REVENUES	\$ 1,339,540	\$ 333,743	\$ 1,653,650	
	Change in Net Position	\$ 1,087,056	\$ 136,023	\$ 1,277,700	
	Beginning Net Position July 1	\$ 7,242,629	\$ 8,329,685	\$ 8,465,708	
	Ending Net Position June 30	\$ 8,329,685	\$ 8,465,708	\$ 9,743,409	

Town of Mount Carmel, Tennessee

PROCLAMATION



WHEREAS, in 1962, President John F. Kennedy signed a national proclamation that designated May 15 as Peace Officers Memorial Day when the flag is to be flown at half-staff by Public Law 103-322 (36 U.S.C. 175), and the week in which that date falls as National Police Week, approved by a joint resolution of Congress on October 1, 1962, and;

WHEREAS, Every day police officers place their lives on the line in the United States, as evidenced by routinely being listed in the top 25 most dangerous jobs, with 165 line of duty deaths in 2024, according to the Officer Down Memorial Page, 6 of those police officers were from the State of Tennessee, with 3 deaths from gunfire, 1 death from a vehicle crash, 1 death from drowning, and 1 death from a duty-related illness, and;

WHEREAS, The Town of Mount Carmel wishes to publicly recognize and commend our local law enforcement officers, our regional law enforcement partners, and all law enforcement officers throughout the United States that faithfully protect our safety and security each and every day, and;

WHEREAS, The Town of Mount Carmel asks our citizens to please take notice of this date, and record it for the future, and keep all our law enforcement officers in your thoughts and caring regards year round.

NOW THEREFORE, I, John Gibson, Mayor of the Town of Mount Carmel, and on behalf of the Board of Mayor and Aldermen of the Town of Mount Carmel, do hereby proclaim May 11th through May 17th, 2025, as;

National Police Week

and May 15th, 2025, as;

Peace Officers Memorial Day

in the Town of Mount Carmel and urge the residents of our community to support the law enforcement community by displaying a blue ribbon or light up your porch with a blue light for the entire week and lower your flags to half-staff on May 15th in honor of our fallen peace officers.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Mount Carmel, Tennessee, to be affixed this the 22nd day of May, in the year two thousand twenty-five.

John Gibson, Mayor

Town of Mount Carmel, Tennessee

PROCLAMATION



WHEREAS, the Tennessee Department of Education has honored Mount Carmel Elementary School as a Tennessee Reward School for the 2020–2021, 2021–2022, 2022–2023, and 2023–2024 academic years, a rare and remarkable accomplishment reflecting consistent excellence in education; and

WHEREAS, the Reward School designation is one of the highest distinctions awarded by the Tennessee Department of Education, acknowledging schools that demonstrate exceptional academic achievement and student growth across all student groups; and

WHEREAS, the students, educators, administrators, and families of Mount Carmel Elementary School have collaboratively worked with heart, commitment, and perseverance to achieve and sustain this distinguished level of performance year after year; and

WHEREAS, this recognition not only showcases students' academic success, but also highlights a strong school culture rooted in school pride, inclusivity, and a belief in the potential of every child; and

WHEREAS, the Mount Carmel Elementary Wildcats have become a symbol of dedication, determination, and school spirit within our community, serving as role models for excellence in education and as a shining example of hope for the future of Mount Carmel; and

WHEREAS, the Town of Mount Carmel is proud to stand behind our Wildcats, celebrating the strength of their achievements and the impact they have on the identity and future growth of our community;

NOW, THEREFORE, I, John K. Gibson, Mayor of the Town of Mount Carmel, and on behalf of the Board of Mayor and Aldermen, do hereby extend my heartfelt congratulations to Mount Carmel Elementary School for being named a Tennessee Reward School for the 2020–2021, 2021–2022, 2022–2023, and 2023–2024 school years and commend every teacher, staff member, student, and family involved for their unwavering commitment to educational excellence and the betterment of our community.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Mount Carmel, Tennessee, to be affixed this the 22nd day of May, in the year two thousand twenty-five.

John K. Gibson, Mayor

PROCLAMATION: Initiated by Mayor Gibson
Recognizing Mount Carmel Elementary School as a Tennessee Reward School

NOTES

In Tennessee, schools are recognized as a Reward school when they demonstrate high levels of performance and/or improvement in performance. In 2023-24, schools earn Reward status based on their performance on the federal accountability system—A school is recognized as a Reward school when (1) it has an overall school score of 3.1 or higher in accordance with the federal accountability calculation; and (2) is not identified as a Comprehensive Improvement School (CSI), Targeted Support and Improvement School (TSI), or Additional Targeted Support and Improvement (ATSI) school.

377 schools are identified as Reward schools for the 2023-24

2023-24 Mount Carmel Elementary School also received a 5 School-Wide Literacy Score, 5 School-Wide Numeracy Score, and a 5 School-Wide Composite Score, and received an A Rating from the Tennessee Department of Education,



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: May 22, 2025

RE: **DISCUSSION/CONSIDERATION: TDOT Reimbursement Contract**

SUMMARY:

Discussion and Consideration of a contract between TDOT and the Town of Mount Carmel for reimbursement of routine maintenance of state routes. This is a continuation of an existing relationship between TDOT and the Town. The prior contract was from 2023-2025. The new contract covers 2025-2027. Total reimbursement amount is \$74,651.94 (same amount as prior contract).

REQUESTING DEPARTMENT(S):

Administration

FISCAL IMPACT:

\$74,651.94 in revenue, split over FY26 and FY27

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

“Contract Between the State of Tennessee, Department of Transportation and The City of Mount Carmel”

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MOUNT CARMEL**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State' and the city of Mount Carmel, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000002588
Contract #: CMA 2618

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2025 ("Effective Date"), and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed seventy-four thousand six hundred fifty-one dollars and ninety-four cents (\$74,651.94). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
"Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Daniel Singleton
1825 State Street
Morristown, TN 37814

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Daniel Singleton
District 17 Operations Supervisor
State of Tennessee Department of Transportation
1825 State Street
Morristown, TN 37814
Daniel.Singleton@tn.gov
Telephone # (423) 587-7026
FAX # (423) 317-0946

The Contractor:

Tyler Williams
Assistant City Manager/ Recorder
City of Mount Carmel
100 E Main Street, PO Box 1421
Mount Carmel, TN 37645
P: (423) 357-7311
Tyler.williams@mountcarmeltn.gov

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

THE CITY OF MOUNT CARMEL:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

LESLIE SOUTH, GENERAL COUNSEL

DATE

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable, are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current **total roadway surface area to be maintained in a 12-Month period** to the nearest whole square yard. For a 24-Month contract, the following quantities will be doubled. Routes listed below shall be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

[illegible]

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

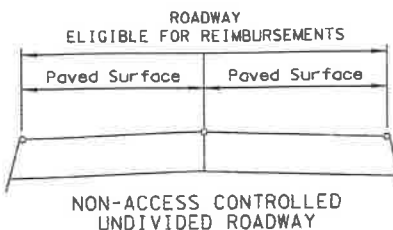


FIGURE 1A

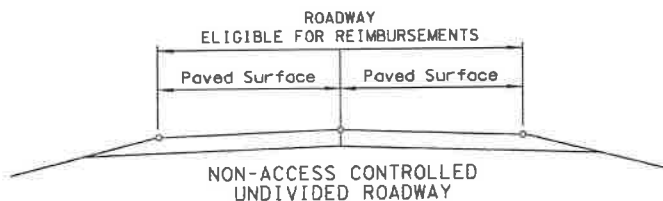


FIGURE 1B

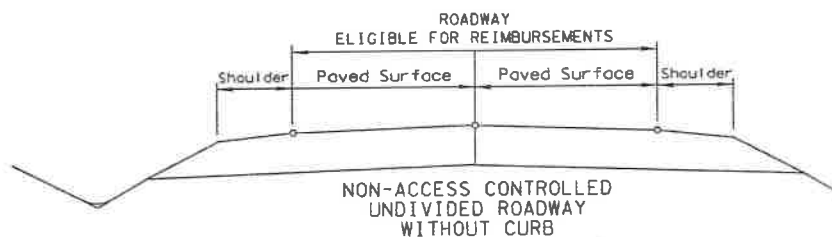


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

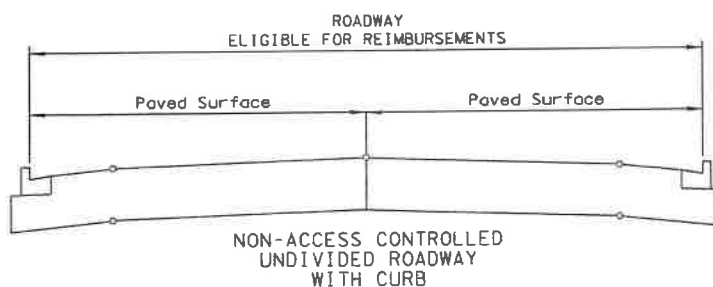


FIGURE 1D

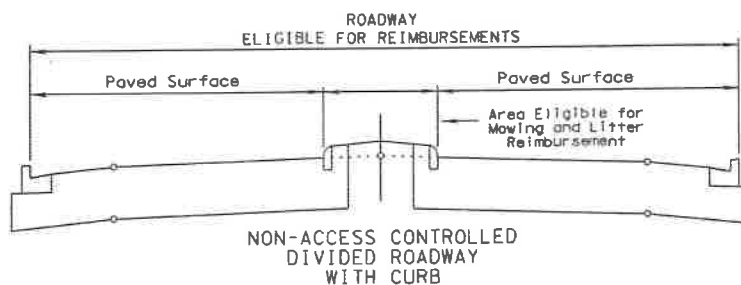


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

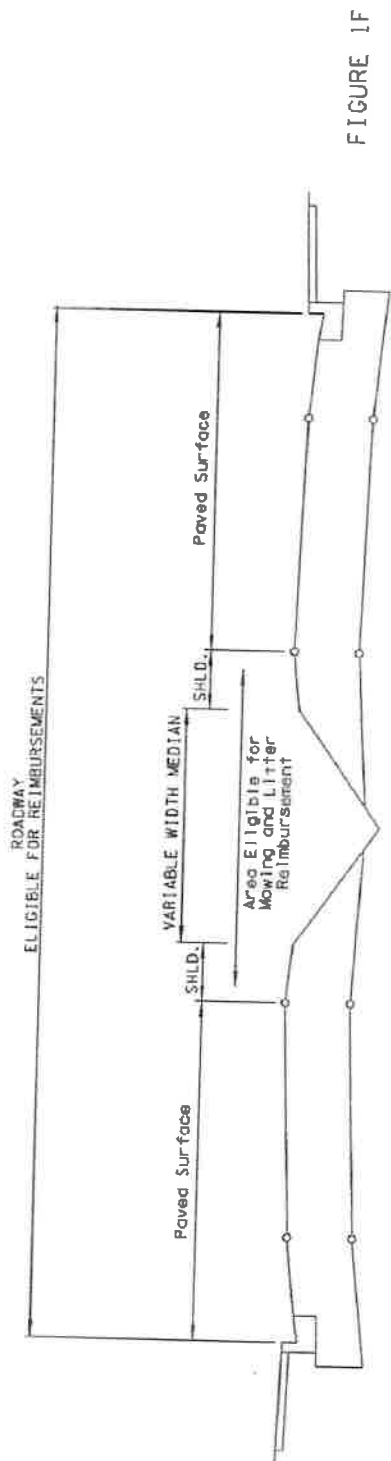


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

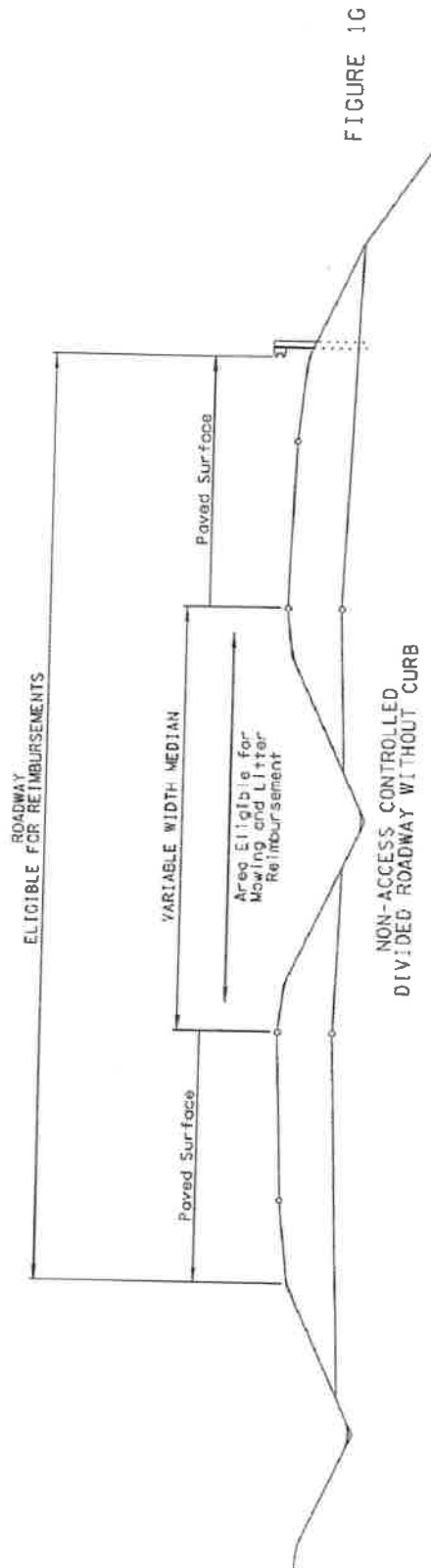


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

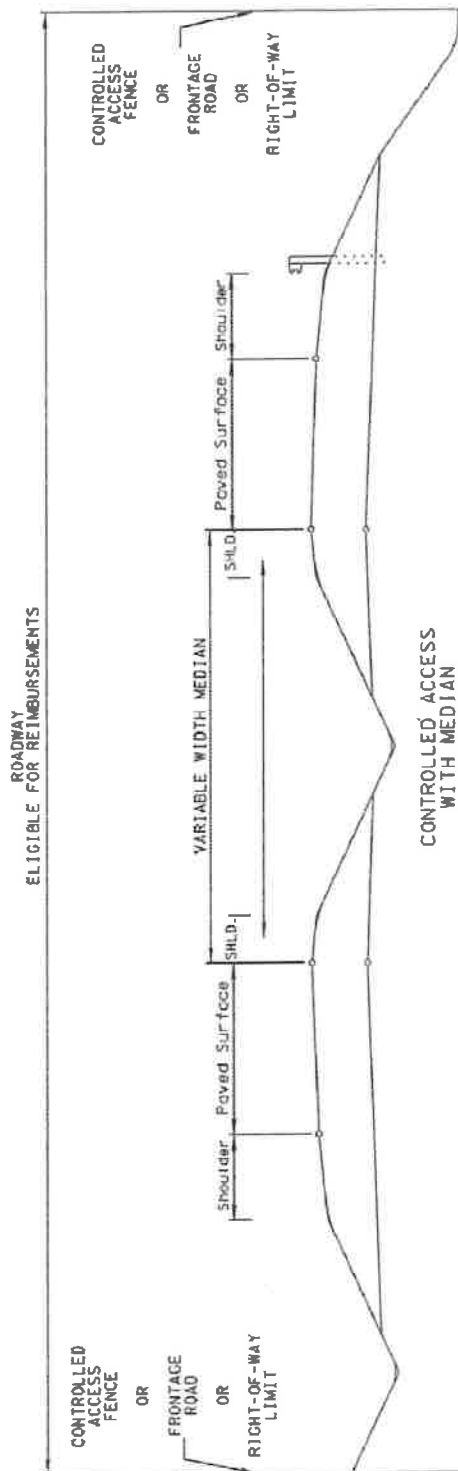


FIGURE 2A

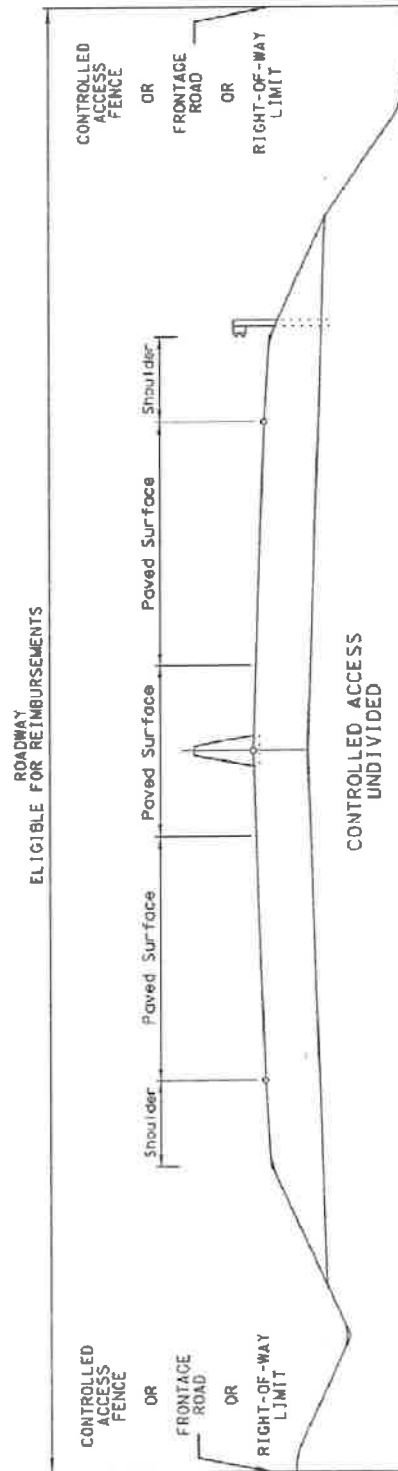


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2025-2027 FISCAL YEAR

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¼ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¼ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2025-2027 FISCAL YEAR

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

"EXHIBIT B"

**CITY OF MOUNT CARMEL
MAXIMUM ALLOWABLE LABOR RATES**

(To be supplied by the City at this time)

Beginning July 1, 2025 and ending June 30, 2027

Job Title Classification	Low Rate	High Rate



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: May 22, 2025

RE: **DISCUSSION/CONSIDERATION: FTDD Admin. Agreement-LPRF Grant**

SUMMARY:

Discussion and Consideration of an administration agreement between First Tennessee Development District (FTDD) and the Town of Mount Carmel for FTDD to render administrative services for the Mount Carmel Park LPRF Grant for park improvements.

REQUESTING DEPARTMENT(S):

Administration

FISCAL IMPACT:

\$10,000.00 (\$5,000 grant funded, \$5,000 local match). Included in FY26 budget.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

“Town of Mount Carmel 2023 TDEC Local Parks and Recreation Fund Grant Mount Carmel City Park Improvements Administration Agreement”

**TOWN OF MOUNT CARMEL
2023 TDEC LOCAL PARKS AND RECREATION FUND GRANT
MOUNT CARMEL CITY PARK IMPROVEMENTS
ADMINISTRATION AGREEMENT**

THIS AGREEMENT entered into as of May 14, 2025, by and between the Town of Mount Carmel, Tennessee (hereinafter called the "Town") and the First Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS, the Town desires to engage the Contractor to render certain technical or professional administrative services for the Mount Carmel City Park Improvements project with funding from the Local Parks and Recreation Fund (LPRF) through the Tennessee Department of Environment and Conservation (TDEC):

NOW THEREFORE, the parties hereto do mutually agree as follows:

- 1) The Town hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
- 2) The Contractor shall do, perform and carry out, in a satisfactory and proper manner the following services:
 - a) Provide administrative assistance to the Town through staff that is experienced in the LPRF Program.
 - b) Set up administrative record keeping files which will be kept at the community after administration of the project is completed.
 - c) Assist with the engineering selection, environmental review, Title VI compliance, bid opening, bid tabulations, bid award, preconstruction conference, and notice of award.
 - d) Assist in meeting any contract conditions and securing release of funds.
 - e) Assist in establishing procedures for financial management of contract funds.
 - f) Prepare and submit any necessary budget amendments.
 - g) Assist in meeting Equal Opportunity requirements and construction wage and employment requirements if applicable.
 - h) Monitor submission of weekly payrolls by contractor and subcontractors if applicable.

- i) Monitor records for completeness.
 - j) Prepare, coordinate and/or submit all necessary reports, forms, and documents.
 - k) Perform any and all other technical assistance requested and required by the Town in completion of their LPRF grant in a timely and proper manner.
- 3) All costs and travel charges of the Contractor shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development District Association, and the Contractor's Cost Allocation Plan. All costs are charged in accordance with the Accounting Manual for Recipients of Grant Funds in Tennessee prescribed by the Comptroller of the Treasury of the State of Tennessee.
- 4) The Town, with the assistance of the Contractor, shall maintain documentation for all expenditures under this Agreement. If applicable, the Town will provide the local match and pay all bills incurred. The books, records, and documents of the Town, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by TDEC. The records shall be maintained at no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.
- 5) It is expressly understood and agreed that based on the scope of the work for this project the total compensation and reimbursement to be paid hereunder is **\$10,000.00** for grant administration costs.
- 6) If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this agreement, the Town shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
- 7) In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, color, religion, sex, age, or national origin, or any other classification protected by Federal and/or State constitutional or statutory law. The Contractor will take affirmative action to ensure that applicants and employees are treated without regard to their disability, race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notice to be provided by the Town setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to disability, race, color, religion, sex, age, or national origin.

- 8) No officer, member, or employee of the Town and no members of its governing body, and no other public official of the governing body of the locality who exercises any functions or responsibilities in the review, approval, or administration of this Agreement, shall participate in an decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 9) The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performances of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- 10) The Certification of Contractor form is an attachment to the Administration Agreement.
- 11) The term of this agreement shall begin May 14, 2025 and extend to January 31, 2028.

AGREED TO, and executed by the parties' duly authorized officials, to be effective as of the date first written above.

TOWN OF MOUNT CARMEL, TENNESSEE

Date

By _____

John Gibson, Mayor

FIRST TENNESSEE DEVELOPMENT DISTRICT

By _____

Mike Harrison, Executive Director

5/14/25

Date



**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
RECREATION EDUCATIONAL SERVICES**

WR Snodgrass TN Tower, 312 Rosa L. Parks Avenue, 2nd Floor, Nashville, TN 37243
PH: 615-532-0748 FAX: 615-532-0732

**CERTIFICATION OF CONTRACTOR
REGARDING CONFLICTS OF INTEREST,
LOBBYING, NONDISCRIMINATION, PUBLIC ACCOUNTABILITY,
AND PUBLIC NOTICE**

This certification is required by the agency that has funded, in part, by: (check one)

- ☒ **Local Park & Recreation Fund (LPRF)** ☐ **Land & Water Conservation Fund (LWCF)**
☐ **Recreation Trail Program (RTP)** ☐ **Other** _____

The Contractor, FTDD, by signing and submitting this Certification, acknowledges the following: This Certification will be incorporated into the Agreement executed between: Town of Mount Carmel (the Grantee) and the Contractor.

By signing and submitting this Certification, the Contractor certifies that neither it, its principals nor affiliates has violated the following:

1. **Conflicts of Interest:** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
2. **Lobbying:** The Grantee certifies to the best of its knowledge and belief that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

3. **Nondiscrimination:** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color,

religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4. Public Accountability: If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

5. Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
6. Records: The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Grantee's Authorized Representative:
(USUALLY MAYOR)

Signature

John Gibson


Print Name

Mayor

Title

Date

CONTRACTOR: First Tennessee Development District



Signature

Mike Harrison

Print Name

Executive Director

Title

5/14/2025

Date



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: May 22, 2025

RE: **ORDINANCE NO. 25-541 (First Reading) Retail Package Store Licensing**

SUMMARY:

First Reading of Ordinance # 25-541, “An Ordinance To Amend the Code of Ordinances, Title 8, Relating to Alcoholic Beverages; By Amending Chapter 2 Definition of Beer; By Amending Chapter 2 By Adding a New Subsection Relating to Special Events Permits for On Premises Sale of Beer; By Adding a New Chapter 3 Relating to Retail Package Store Licensing; To Fix a Penalty For Violation Thereof; And, To Fix the Effective Date of this Ordinance”

Ordinance is being brought for consideration as a result of the November 5, 2024 election where Mount Carmel voters approved a referendum to allow packaged liquor sales within the town limits.

REQUESTING DEPARTMENT(S):

Administration

FISCAL IMPACT:

Revenue from “Inspection Fee” equal to eight percent (8%) of the wholesale price of alcoholic beverages supplied by a wholesaler. Other positive economic impacts are possible from increased traffic and sales.

STAFF RECOMMENDATION:

N/A, voter referendum

ATTACHMENTS:

Ordinance 25-541

ORDINANCE NO. 541-2025

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, TITLE 8, RELATING TO ALCOHOLIC BEVERAGES; BY AMENDING CHAPTER 2 DEFINITION OF BEER; BY AMENDING CHAPTER 2 BY ADDING A NEW SUBSECTION RELATING TO SPECIAL EVENTS PERMITS FOR ON PREMISES SALE OF BEER; BY ADDING A NEW CHAPTER 3 RELATING TO RETAIL PACKAGE STORE LICENSING; TO FIX A PENALTY FOR VIOLATION THEREOF; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, Mount Carmel voters approved a referendum on November 5, 2024, to allow packaged liquor sales within the town limits. Now therefore,

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN, AS FOLLOWS:

SECTION I. That the Code of Ordinances, Title 8, Alcoholic Beverages, Chapter 2, Section 8-206 relating to the definition of beer, be and hereby is amended by deleted it in its entirety and replacing it with a new Section 8-206 to read as follows:

Section 8-206 "BEER" DEFINED.

Tenn. Code Ann. §57-5-101(b), including all amendments thereto, is hereby adopted by reference and incorporated in this ordinance as if fully set out herein and shall constitute the definition of beer.

SECTION II. That the Code of Ordinances, Title 8, Alcoholic Beverages, Chapter 2, Section 8-209, relating to permits for retail sale of beer be and hereby is amended by adding an additional Subsection (4) relating to Special Events, which Subsection (4) to read as follows:

(4) A special events permit for the retail sale of beer may be issued to current not-for-profit (as defined by subsection (a) herein) on-premises permit holders to be effective for periods of time not exceeding forty-eight (48) hours duration. Such permits shall be issued only for a community event designated as a special event by the beer board.

(a) A special event is defined as an event held or sponsored by a not for-profit organization, qualified as tax exempt by §501 of the Internal Revenue Code of 1954, as amended, held on public or private property (but in no event to be held on municipal park or school property), the proceeds of said event to be used solely for the benefit of the not-for-profit

organization. The location of the event, if to be held on public property, must receive the prior approval of the board of mayor and alderman.

(b) The special events permit may provide for the sale and consumption of beer in public or private locations by individuals attending the special event but does not otherwise suspend the prohibitions of § 8-102 regarding motor vehicles. The special events permit shall provide the following:

1. The name of the permit holder;
2. The location of the retail sale of beer during the special event;
3. The name of the special event;
4. The duration of the permit.

(c) The application for the special events permit shall be filed with the beer board not later than thirty (30) days prior to the beginning date of the special event accompanied by the application fee set forth on §8-207.

(d) The board shall designate the geographical location of a special event and any sale and consumption of beer, sold by a special event permit holder, in a public place, shall be subject to the provisions of this chapter.

SECTION III. That the Code of Ordinances, Title 8, Alcoholic Beverages, be and hereby is amended by adding an additional Chapter 3 relating to retail package store licenses, which chapter to read as follows:

8-301. Alcoholic beverages subject to regulation. It shall be unlawful to engage in the business of selling, storing, transporting or distributing, or to purchase or possess alcoholic beverages except as provided by Tennessee Code Annotated, title 57.

8-302. Application for certificate.¹ Before any certificate, as required by Tennessee Code Annotated, §57-3-208 shall be signed by the mayor, or by any aldermen, a request in writing shall be filed with the recorder, giving the following information: (1) Name, age and address of the applicant. (2) Number of years residence at applicant's address. (3) Whether or not the applicant has been convicted of a felony in the past ten (10) years.² (4) The location of the proposed store for the sale of alcoholic beverages. (5) The name and address of the owner of the store. (6) If the applicant is a partnership, the name, age and address of each partner. If the applicant is a corporation, the name, age and address of the executive officers, or those who will be in control of the package store. The information in the application shall be verified by the

¹
State law reference Tennessee Code Annotated, §57-3-208

²
State law reference Tennessee Code Annotated, §57-3-208 requires the applicant to submit a criminal history background report

oath of the applicant. If the applicant is a partnership or a corporation, the application shall be verified by the oath of each partner, or by the president of the corporation.

8-303. Applicant to agree to comply with laws. The applicant for a certificate of good moral character shall agree in writing to comply with the state and federal laws, the rules and regulations of the Tennessee Alcoholic Beverage Commission for sale of alcoholic beverages and the Code of Ordinances of the Town of Mount Carmel.

8-304. Applicant to appear before board of mayor and aldermen; duty to give information. An applicant for a certificate of good moral character may be required to appear in person before the board of mayor and aldermen for such reasonable examination as may be desired by the board.

8-305. Action on application. Every application for a certificate of good moral character shall be referred to the chief of police for investigation and to the city/town attorney for review, each of whom shall submit his findings to the board of mayor and aldermen within thirty (30) days of the date each application was filed. The board of mayor and aldermen may issue a certificate of good moral character to any applicant, which shall be signed by the mayor or by a majority of the board of mayor and aldermen

8-306. Renewal of certificate.³ A certificate issued under this chapter remains valid unless there is a change of ownership or location. If either of these events occur, a new certificate must be obtained.

8-307. Applicants for certificate who have criminal record. No certificate of good moral character for the manufacture or sale at wholesale or retail of alcoholic beverages, or for the manufacture or vinting of wine, shall be issued to any person, (or if the applicant is a partnership, any partner, or if the applicant is a corporation, any stockholder), who, within ten (10) years preceding the application for such certificate of good moral character, has been convicted of any felony or of any offense under the laws of the state or of the United States prohibiting the sale, possession, transportation, storage or otherwise handling of intoxicating liquors, or who has during such period been engaged in business, alone or with others, in violation of such laws.

8-308. Number of retail licenses to be held by retailer.⁴ No retail licensee shall, directly or indirectly, hold more one (1) retail license in the Town of Mount Carmel.

8-309. Where establishments may be located. It shall be unlawful for any person to operate or maintain any retail establishment for the sale, storage or distribution of alcoholic beverages

³
State law reference Tennessee Code Annotated, § 57-3-208

⁴
State law reference Tennessee Code Annotated, §57-3-406

except at locations zoned for that purpose. In no event will a certificate be issued to an applicant when the location secured for the retail store is within three hundred feet (300) of any school, residence, church, or other place of public gathering.

8-310. Retail stores to be on ground floor; entrances. No retail store shall be located anywhere on premises except on the ground floor thereof. Each such store shall have only one (1) main entrance; provided, that when a store is located on the corner of two (2) streets, such store may maintain a door opening on each such street; and provided further, that any salesroom adjoining the lobby of a hotel may maintain an additional door into such lobby as long as the lobby is open to the public.⁵

8-311. Limitation on number of retailers.⁶ No more than two (2) retail licenses for the sale of alcoholic beverages shall be issued under this chapter.

8-312. Sales for consumption on-premises. No alcoholic beverages shall be sold for consumption on the premises of a retail seller.

8-313. Radios, amusement devices and seating facilities prohibited in retail establishments. No radios, pinball machines, slot machines or other devices which tend to cause persons to congregate in such place shall be permitted in any retail establishment. No seating facilities shall be provided for persons other than employees.

8-314. Inspection fee. There is imposed an inspection fee in the maximum amount allowed by Tennessee Code Annotated, §57-3-501 on all licensed retailers of alcoholic beverages.

8-315. Violations and penalty. Any violation of this chapter shall constitute a civil offense and shall, upon conviction, be punishable by a penalty under the general penalty provision of this code. Upon conviction of any person under this chapter, it shall be mandatory for the municipal judge to immediately certify the conviction, whether on appeal or not, to the Tennessee Alcoholic Beverage Commission.

SECTION IV. That the violation of any provision of this ordinance shall be punishable by a penalty of not more than fifty dollars (\$50.00). Each day of violation may constitute a separate offense.

SECTION V. That this ordinance shall take effect from and after the date of its passage and publication as the law directs.

⁵

State law reference Tennessee Code Annotated, §57-3-404(f)

⁶

State law reference Tennessee Code Annotated, §57-3-208(c)

JOHN GIBSON, Mayor

ATTEST:

TYLER WILLIAMS, CMFO, Recorder

ROUGH DRAFT

1st Reading Motion By: _____ Second By: _____

	Ayes	Nays	Other
Vice Mayor Bare			
Alderman Binstock			
Alderman Cross			
Mayor Gibson			
Alderman Gilliam			
Alderman Patrick			
Alderman Shugart			
Total			

2nd Reading Motion By: _____ Second By: _____

	Ayes	Nays	Other
Vice Mayor Bare			
Alderman Binstock			
Alderman Cross			
Mayor Gibson			
Alderman Gilliam			
Alderman Patrick			
Alderman Shugart			
Total			

PASSED FIRST READING: this ___th day of May, 2025.

PASSED SECOND READING: this ___th day of June, 2025

ORDINANCE PUBLISHED: this ___th day of June, 2025