



BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

August 27, 2026 - 5:30 P.M.
Town Hall, 100 Main Street E.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Welcome from the Mayor
6. Approval and/or Correction of the minutes of the Board of Mayor and Aldermen Meeting dated July 23, 2026, monthly financial report, and department reports.
7. Visitors' Comments:
8. Old Business:
 - A. SECOND READING: Ordinance 26-549: Establish Certified Tax Rate for FY 26-27
9. New Business:
 - A. FIRST READING: Ordinance 26-550: FY 26-27 Budget Amendment #1
 - B. DISCUSSION AND CONSIDERATION: Resolution 26-687: Appoint Town Recorder
 - i. Oath of Office
 - C. DISCUSSION AND CONSIDERATION: Resolution 26-688: PEP Safety Partners Grant
 - D. DISCUSSION AND CONSIDERATION: Resolution 26-689: Interlocal Agreement with City of Church Hill
 - E. DISCUSSION AND CONSIDERATION: Resolution 26-690: Interlocal Agreement with Sullivan County
 - F. DISCUSSION AND CONSIDERATION: Resolution 26-691: Rules of Order
 - G. DISCUSSION AND CONSIDERATION: Resolution 26-692: Purchasing Policy
 - H. DISCUSSION AND CONSIDERATION: Property Issue- 912 S. Sherbrooke
10. Board Comments: Mayor, Vice-Mayor, Aldermen
11. Staff Comments: Town Manager, Operations Director, Town Recorder, Town Attorney
12. Adjourn



LEGISLATIVE MEMORANDUM			
Date	August 27, 2026	Agenda Item	July 23, 2026 Meeting Minutes
Prepared By	Tyler Williams, Town Manager	Department	Administration
Summary			
The purpose of this item is to consider approval of the official minutes of the regular meeting of the Board of Mayor and Aldermen held on July 23, 2026.			
Fiscal Impact			
None			
Staff Recommendation			
Staff recommends approval.			
Attachments			
July 23 Meeting Minutes			



TOWN OF MOUNT CARMEL

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

A regularly scheduled meeting of the Town of Mount Carmel, Tennessee Board of Mayor and Aldermen was held at Mount Carmel Town Hall, 100 East Main Street, on July 23, 2026, at 5:30 p.m.

CALL TO ORDER

5:30 pm by Mayor John Gibson

INVOCATION AND PLEDGE OF ALLEGIANCE

Led by Vice-Mayor Bare and Alderman Binstock

ROLL CALL:

BMA	Present	Absent	Town Administration Present
Alderman Darby Patrick	✓		Tyler Williams, Town Manager
Alderman James Cross	✓		Mitch Walker, Fire Chief
Alderman Mindy Shugart		✓	Erica Mandi, Town Attorney
Alderman Philip Binstock	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		

WELCOME FROM THE MAYOR/EMPLOYEE RECOGNITION

Charles Clark was recognized for his 5 years of service to the Town.

APPROVAL and/or correction of the June 25, 2026, Board of Mayor and Aldermen meeting minutes, departmental and financial reports.

Motion: Vice-Mayor Bare

Second: Alderman Binstock

Approved: All present voting in favor

VISITOR COMMENTS

None

OLD BUSINESS

None

NEW BUSINESS**A. FIRST READING: Ordinance 26-549: Establish Certified Tax Rate for FY 26-27**

Motion: Vice-Mayor Bare

Second: Alderman Binstock

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart			Absent
Alderman Philip Binstock	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		
Totals:	6	0	

B. DISCUSSION AND CONSIDERATION: Resolution 26-685: Building Inspection and Permit Fees

Motion: Vice-Mayor Bare

Second: Alderman Binstock

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart			Absent
Alderman Philip Binstock	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		
Totals:	6	0	

C. DISCUSSION AND CONSIDERATION: Resolution 26-686: Prohibit Crypto and Data Mining Facilities

Motion: Vice-Mayor Bare

Second: Alderman Binstock

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart			Absent
Alderman Philip Binstock	✓		

Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		
Totals:	6	0	

D. DISCUSSION AND CONSIDERATION: Surplus Items

Picnic Tables from Mount Carmel Park- Gov Deals
America 250 Banners- Sell for \$75/each to public

Motion: Vice-Mayor Bare

Second: Alderman Binstock

	AYES	NAYS	OTHER
Alderman Darby Patrick	✓		
Alderman James Cross	✓		
Alderman Mindy Shugart			Absent
Alderman Philip Binstock	✓		
Alderman Jim Gilliam	✓		
Vice-Mayor Jim Bare	✓		
Mayor John Gibson	✓		
Totals:	6	0	

ADJOURN

Motion: Vice-Mayor Bare at **5:45 P.M.**

Second: Alderman Binstock

Approved: *All present voting in favor*

Approve: _____
John Gibson, Mayor

Attest: _____
Tyler Williams, Town Recorder



LEGISLATIVE MEMORANDUM			
Date	August 27, 2026	Agenda Item	Departmental Reports
Prepared By	Tyler Williams, Town Manager	Department	Administration
Summary			
July 2026 Departmental Reports			
Fiscal Impact			
Staff Recommendation			
Staff recommends approval.			
Attachments			
Financial Report Police Department Report Fire Department Report WWTP Report			



FINANCIAL REPORT

TOWN OF MOUNT CARMEL, TN

Month ending 07/31/2026

<u>GENERAL FUND:</u>	<u>BALANCE:</u>
Checking Account (First Horizon)	\$247,989.50
LGIP Investment Account	\$950,604.70
Certificate of Deposit (First Horizon)	\$5,000,000.00
Capital Outlay Savings (First Horizon)	\$16,101.33
TOTAL:	\$6,214,695.53
 <u>DRUG FUND:</u>	 <u>BALANCE:</u>
Drug Fund Checking (First Horizon)	\$28,143.16
Special Drug Fund (First Horizon)	\$0.00
TOTAL:	\$28,143.16
 <u>SEWER FUND:</u>	 <u>BALANCE:</u>
Checking Account (First Horizon)	\$210,501.62
Savings/Sewer Savings 2014 (First Horizon)	\$1,068.98
LGIP Investment Account	\$604,523.49
TOTAL:	\$816,094.09
GRAND TOTAL CASH ON HAND:	\$7,058,932.78

Current Savings Rate: 2.42%

Current LGIP Rate: 3.68%

Mount Carmel Police Department Report

Date: August 10, 2026

Prepared for: Tyler Williams, David Larson

Subject: Department Updates - July 2026

1. Introduction

This report provides an overview of significant developments within the Mount Carmel Police Department during the month of July 2026. Key highlights include personnel updates, technological advancements, and changes in service coverage.

2. Personnel Updates

- New Hires:
 - The department has successfully hired two new officers, both of whom are Tennessee P.O.S.T certified.
 - These officers bring a combined total of over 20 years of law enforcement experience to our team, enhancing our operational capacity and community service.

3. Technological Advancements

- New Reporting and Ticketing Software:
 - The department has negotiated and secured a contract for a state-of-the-art reporting and ticketing software system.
- Benefits of the New System:
 - Streamlines the process for reports, traffic citations, warnings, summons, and arrests.
 - Reduces the time spent traveling to and from Rogersville for paperwork completion.
 - Minimizes wear and tear on police vehicles and decreases fuel consumption.

- Expected to save several hours of administrative time, allowing officers to focus more on community engagement and response.

4. Service Coverage Expansion

- 24/7 Coverage Implementation:
 - Starting August 3rd, the Mount Carmel Police Department will transition to a 24/7 coverage model.
 - This new structure will consist of four patrol shifts, ensuring continuous availability to the community.
 - The enhancement in service coverage aims to improve response times and community safety.

5. Conclusion

The Mount Carmel Police Department is taking significant steps to enhance its operational efficiency and community service capabilities. The addition of experienced officers, the implementation of advanced technology, and the expansion of service coverage are all crucial measures to ensure the safety and well-being of our citizens.

6. Recommendations

- Continued support from the Alderman Board for future initiatives aimed at improving police services and community safety.
- Consideration of additional funding for ongoing training and development to maximize the benefits of the new software system.

Prepared by:

Sergeant Josh Walsh

Mount Carmel Police Department



Mount Carmel Police Department

Activity Report

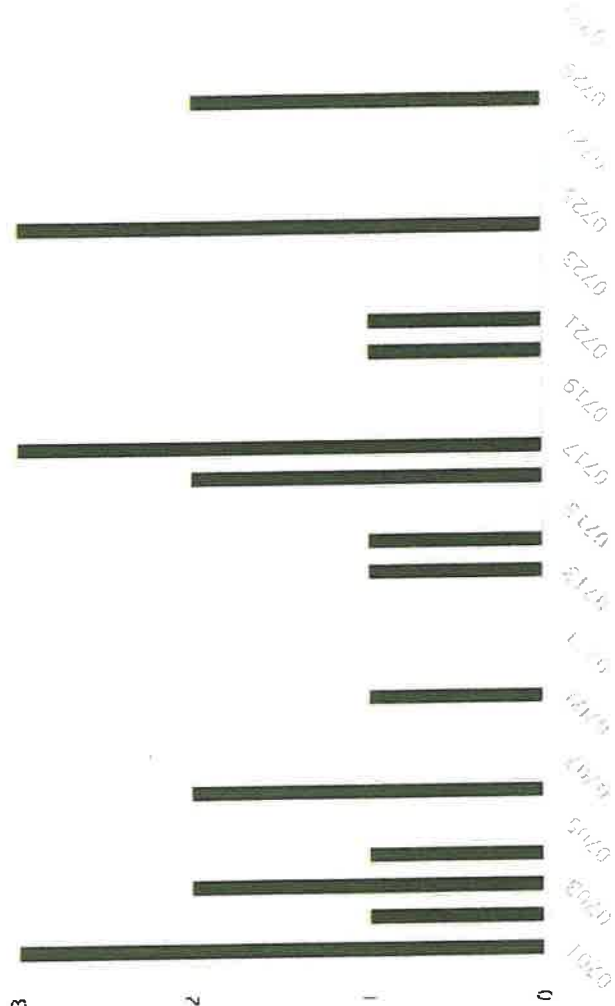
Jul 1, 2026 - Aug 1, 2026

Incident Activity

Total Incidents
Incidents Cleared
Incidents Open
Pending Approval
Total Parties
Total Arrests
Total Juveniles
Complainants
Victims
Suspects
Unsubs
Witnesses
Other Parties

Incident Activity

24
14
1
8
3
57
6
3
3
25
17
3
7
2



Incident Offenses

Alphabetical:		Most Active:	
All Other Offenses	4	Information only	9
Animal Complaint	1	All Other Offenses	4
Assault Offenses - Aggravated Assault	1	Assault Offenses - Simple Assault	3
Assault Offenses - Simple Assault	3	Driving Under the Influence	1
Driving Under the Influence	1	Drug Narcotic Offenses - Drug/Narcotic Violations	1
Drug Narcotic Offenses - Drug/Narcotic Violations	1	Fraud Offenses - Credit Card/Automatic Teller Machine Fraud	1
Fraud Offenses - Credit Card/Automatic Teller Machine Fraud	1	Animal Complaint	1
Information only	9	Assault Offenses - Aggravated Assault	1

Mount Carmel Fire Department

Mitch Walker, Fire Chief



August 3rd, 2026

To: Tyler Williams, City Manager

Ref: July 2026 Monthly Report

Call Data

- 54 Calls for Service
 - o Fires: 3
 - o Hazardous Situations: 4
 - o Medical: 26
 - o Public Service: 12
 - o No Emergency: 8
 - o Rescue: 1
- Year to Date Calls: 284

Volunteer Response Time to Station

- Average: 00:52
- 90th Percentile: 2:23

Apparatus Response Times

- Average: 5:51
- 90th Percentile: 9:22

Volunteer Staff Hours

- Emergency Response Hours: 112 hours, 23 minutes

Training Hours

- Total: 302.5 Hours
 - o Company Level Training – 95.5 hours
 - o Hazardous Materials Training – 80 hours
 - o Fire Prevention – 127 hours

Significant Activities

- Provided medical and fire standby personnel for Town of Mount Carmel's Fourth of July Celebration
- Retired Assistant Chief Carl Cradic, Jr. passed away unexpectedly June 27th, 2026. Members coordinated and participated in his funeral services
- Submitted Norfolk Southern Safety-First Grant for Seek Thermal Imaging Cameras
- Participated in New Testament Church of Christ Vacation Bible School Event
- Attended Tennessee State Fire Marshalls Office Grant Awardee luncheon
- Attended Northeast Regional Fire Chiefs Association meeting
- Attended Hawkins County Fireman's Association meeting
- Attended Hawkins County First Responder Committee meeting
- Attended State Fire Marshall's Office Public Safety meeting
- Met with Kingsport Fire Department concerning upcoming training opportunities and collaboration events
- Met with Oak Grove Baptist Church regarding public outreach events
- Submitted Public Entity Partners Judy Housley Safety Grant
- Submitted Public Entity Partners Property Conservation Grant
- Submitted Harbor Freight Community Engagement Grant
- Received new 5" large diameter hose and Turbodraft Fire Eductors
- Conducted annual uniform and gear sizing for members
- Two members participated in and completed Tennessee Emergency Management Authority Hazardous Materials Operations training at Gray Volunteer Fire Department
- Conducted annual wildland firefighting certification training
- Installed wash sink in bay of fire station for equipment cleaning
- Firefighters Kendall Jackson, Noah Williams, and Matthew Hall obtained Tennessee Firefighting Commission Hazardous Materials Operations Certification.
- Lieutenant Brody Armstrong obtained certification as a Fire Officer I.
- Captain David Vencill obtained certification as a Fire Officer III.

Date: June 29, 2026
To: Tyler Williams, Jason Salyer
Copy: Matt Malone
From: Chad Arnold
Subject: June 2026 Management, Operations & Maintenance Report - WWTP

Executive Summary

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

We continued to produce good water and compliant lab results at the Mount Carmel STP during the month of June 2026. The continued hard work and dedication of the employees at the Mount Carmel STP are the driving factor for this continued compliance.

The rental dewatering press continues to operate within parameters and is not producing a solids rich filtrate that is recycled to the plant.

Garney and JMT have broken ground on Phase 1B. Garney has been great to work with. They communicate very well and any time they have questions they reach out to me first before proceeding. I trust we are in good hands, and we are looking forward to the much needed upgrades that this project brings.

Operations

Loading and percent removal as follows:

Parameter	Influent, mg/L	Effluent *mg/L / lbs/day	Reduction % Monthly (85% minimum)	Reduction % Daily (40% minimum)
BOD average	278	3 / 9	99%	97%
TSS average	345	11 / 31	97%	93%

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

Flow as follows:

Flow*	MGD
Influent Flow Average, monthly	0.158 MGD*
Effluent Flow Average, monthly	0.347 MGD

*Mt Carmel STP is rated at **0.472 MGD**.

Please refer to the attachments for the state operating report.

Biosolids Dewatering & Disposal

- Dewatering
 - Dewatered 99,243 gallons.
 - 3 loads were transported to Eco-Safe Landfill in June 2026.
 - 25.2 wet tons disposed.

Biosolids Wet Tons Disposed via Landfill

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2026	41.8	48.2	34.8	53.5	28.1	25.2	-	-	-	-	-	-	231.6

Residential Lift Stations Maintenance Summary

- Inframark's Maintenance Team responded to twenty six (26) recorded residential lift station calls during the month of June 2026.
- Inframark's Maintenance Team responded to three (3) after hours calls for main lift stations.
- Five (5) residential lift station pump replacements were recorded during the month of June 2026. One of these pumps was a newer Barnes pump that tested bad. It was successfully warrantied with Buchanan Pumps and a new one was given to us.
- Eleven (11) residential pumps are in inventory. We have everything needed for the installation of a new residential station on Willow St. A replacement wet well for Ruritan Rd has arrived.

Residential Lift Station Pumps Replaced

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2026	3	3	3	1	6	5	-	-	-	-	-	-	21

Major Maintenance Items - WWTP

- Project construction with Garney has been going well. Adjustments to the lay of the force main trench have been made to accommodate depth and grade issues, but because of the flexibility of the HDPE pipe it is something that can be worked around.

Major Maintenance Items – Lift Stations

- Lift station 7 pump 2 starter and overload installed. Working in auto.
- Lift station 4 pump 2 drive replaced. Working in auto.
- Lift station 8 pump 2 drive replaced. Working in auto.
- Awaiting installation of control panel at Lift station 6.
- Our Maintenance Technicians have continued verifying residential pump locations at addresses. The number of verified pump systems at addresses in our work order system is now at approximately 250.

Type	Month	Fiscal Year	Remaining Balance (1)
Repair & Maintenance Cap	\$12,915.51	\$155,697.70	\$(55,697.70)
Chemical Cap	\$0.00	\$21,204.51	\$1,113.49
Sludge Cap	\$4,933.96	\$39,899.59	\$78,125.41

- (1) Annual Repair & Maintenance Budget - \$100,000.00
 Annual Sludge Cap Budget - \$118,025.00
 Annual Chemical Budget - \$22,318.00

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

Capital Expenditures Procured by the Town of Mount Carmel

Type	Month	Fiscal Year
Residential Pump Maintenance	\$16,932.84	\$148,260.83
WWTP Maintenance	\$827.02	\$62,094.53
Machinery & Equipment Rental	\$19,766.07	\$111,564.28
TOTAL	\$37,525.93	\$321,919.64

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

Health & Safety

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

Personnel

- Lab Technician Kaitlyn Welsch has applied to test for her Grade I Wastewater treatment certification this fall.
- We added a new position to our team in the month of June. Jake Qualls was hired as a Maintenance Technician I. This was a much needed addition to our team. With this addition, Matt Herron was transitioned to Operator I. He is now in the plant full time and performs daily operating tasks such as wasting, running the dewatering press and grounds maintenance.



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

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

The effluent flow meter failed and was replaced on the week of May 18. Further calibration of the new effluent flow meter may be necessary upon completion of the #3 Lift Station force main discharge line which is scheduled for July 2026.

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

Sincerely,

A handwritten signature in blue ink that reads "Anthony C. Arnold".

Anthony C. Arnold
Project Manager – Mount Carmel STP

Enclosures

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



LEGISLATIVE MEMORANDUM			
Date	August 27, 2026	Agenda Item	Ordinance 26-549
Prepared By	Tyler Williams, Town Manager	Department	Administration
Summary			
The purpose of this ordinance is to formally establish the Town of Mount Carmel's certified property tax rate for Fiscal Year 2026-2027 following certification by the Tennessee Comptroller of the Treasury. At the time of budget adoption, the Comptroller's Office had not yet certified the Town's property tax rate following the countywide property reappraisal. The Comptroller's office has since certified the Town's property tax rate at \$0.9758 per \$100 of assessed valuation.			
Fiscal Impact			
This ordinance does not increase the Town's adopted budget or authorize additional appropriations. Rather, it establishes the certified tax rate necessary to fund the Fiscal Year 2026-2027 budget previously adopted by Ordinance No. 26-547.			
Staff Recommendation			
Staff recommends approval.			
Attachments			
Ordinance 26-549 Memo from Comptroller's Office			



ORDINANCE # 26 – 549

AN ORDINANCE OF THE TOWN OF MOUNT CARMEL, TENNESSEE ESTABLISHING THE CERTIFIED PROPERTY TAX RATE FOR FY 2026-2027

WHEREAS, the Board of Mayor and Aldermen adopted the annual budget and appropriations for Fiscal Year 2026-2027 by Ordinance No. 26-547; and

WHEREAS, at the time Ordinance No. 26-547 was adopted, the certified property tax rate had not yet been finalized by the Office of the Comptroller of the Treasury, Division of Property Assessments; and

WHEREAS, the certified property tax rate for the Town of Mount Carmel has now been established at \$0.9758 per one hundred dollars (\$100.00) of assessed valuation; and

WHEREAS, it is necessary to establish the Town's property tax rate for Fiscal Year 2026-2027 consistent with the certified tax rate as established by the State of Tennessee;

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

SECTION 1. The property tax rate for the Town of Mount Carmel for Fiscal Year 2026-2027 is hereby established at Ninety-Seven and Fifty-Eight Hundredths Cents (\$0.9758) per One Hundred Dollars (\$100.00) of assessed valuation on all taxable property within the corporate limits of the Town.

SECTION 2. The tax rate established herein shall be the certified property tax rate as determined by the Tennessee Comptroller of the Treasury, Division of Property Assessments, and shall be levied and collected for the purpose of funding the Fiscal Year 2026-2027 budget adopted by Ordinance No. 26-547.

SECTION 3. The adoption of this ordinance does not amend or alter the appropriations contained in Ordinance No. 26-547 except to establish the certified property tax rate necessary to fund those appropriations.

SECTION 4. This ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

Voting by the Board, as follows, July 23, 2026, First Reading:

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

Voting by the Board, as follows, August 27, 2026, Second Reading:

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

John K. Gibson, Mayor

ATTEST:

APPROVED AS TO FORM:

Tyler S. Williams, CMFO
Town Recorder

Matthew Matney, Town Attorney



JASON E. MUMPOWER
Comptroller

July 7, 2026

Honorable John Gibson
Mayor, Town of Mount Carmel, Hawkins County
100 East Main Street
Mount Carmel, TN 37645-1421

Re: Certified tax rate concurrence, T.C.A. § 67-5-1701(b) for the Town of Mount Carmel

Dear Mayor Gibson:

We concur with the town certified tax rate calculation for Mount Carmel at \$0.9758. The town may formally determine the certified tax rate and then adopt the actual 2026 tax rate if it will not exceed the certified tax rate. If the certified rate must be exceeded, refer to our step-by-step instructions available through the assessor. It is especially important that any notice of intent to exceed the certified rate be published in the proper form.

Sincerely,

A handwritten signature in dark ink, appearing to read "E. R. Pope", followed by a horizontal line.

Mr. E. Robin Pope, J.D.
Executive Secretary
State Board of Equalization

cc: Michael Gillespie, Hawkins County Assessor of Property
Tyler Williams, Town of Mount Carmel Manager/CMFO

CERTIFIED TAX RATE CALCULATION

COUNTY	JURISDICTION	TAX YEAR
Hawkins	Mount Carmel (507)	2026
	Current Year	Prior Year
1. Appraisal Ratio	1.0000	0.5940
2. Total locally assessed Real Property (Less new real)	\$ 158,673,735 \$ (633,660) *	\$ 96,839,630
3. Total assessed value of tangible Personal Property (Less new personal)	\$ 1,043,243 \$ (122,185) *	\$ 820,645
4. Total locally assessed tax base with adjustments	\$ 158,961,133	\$ 97,660,275
5. Estimated public utility assessments	\$ 4,234,662	\$ 2,515,389
6. Total Tax Base Assessment	\$ 163,195,795	\$ 100,175,664
7. Prior Year's Tax Rate		1.5897
8. Prior year's adjusted tax levy		\$ 1,592,493
9. Certified Tax Rate	\$ 0.9758 **	

By signing this calculation form you are concurring in the calculated certified tax rate.

Michael S. Gillespie John K. Gibson Tyler Williams
 Signature - County Assessor Signature - Town of Mount Carmel Mayor Signature - (Finance Officer, Treasurer, etc.)

Michael S. Gillespie John Gibson Tyler Williams
 Print Name Print Name Print Name
6-24-26 6-24-26 6-24-26
 Date Date Date

Please Note:

*New property is removed from the tax base in order to ensure that all property taxed the year prior to reappraisal produces the same total revenue after reappraisal. For budget purposes, add new property to the total tax base to determine property tax revenue.
 **Rounding up is not permitted.



LEGISLATIVE MEMORANDUM			
Date	August 27, 2026	Agenda Item	Ordinance 26-550
Prepared By	Tyler Williams, Town Manager	Department	Administration
Summary			
Ordinance No. 26-550 amends the Town's Fiscal Year 2026-2027 budget to recognize and appropriate an additional \$2,000,000 Local Parks and Recreation Fund (LPRF) grant award received by the Town for improvements to the Town's park system.			
Fiscal Impact			
The ordinance increases General Fund budgeted revenues and expenditures by \$2,000,000. It also moves money allocated to the Hawkins Co ECD into other departmental areas that need adjustment.			
Staff Recommendation			
Staff recommends approval.			
Attachments			
Ordinance 26-550 LPRF Award Letter			



ORDINANCE # 26-550

AN ORDINANCE AMENDING THE FISCAL YEAR 2026-2027 BUDGET AS PASSED BY ORDINANCE # 26-547 OF THE TOWN OF MOUNT CARMEL, TENNESSEE

WHEREAS, the Town of Mount Carmel adopted the fiscal year 2026-2027 budget by passage of Ordinance #26-547 on May 21, 2026; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and,

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code Annotated* section 6-56-209, the Board of Mayor and Aldermen has the authority to authorize the budget officer to transfer moneys from one appropriation to another within the same fund; and,

WHEREAS, projected revenues and expenditures for FY 2026-2027 have evolved;

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2026-2027 BUDGET AS FOLLOWS:

SECTION 1. Ordinance #26-57 is hereby amended by the following for Revenues:

General Fund	FY 2026-2027 Original Budget	FY 2026-2027 Amended Budget
Total Revenue	\$4,110,368.00	\$6,110,368.00

SECTION 2. Ordinance #26-57 is hereby amended by the following for Expenditures:

General Fund	FY 2026-2027 Original Budget	FY 2026-2027 Amended Budget
Total Appropriations:	\$5,728,068.00	\$7,728,068.00

	FY 2025-2026 Original Budget	FY 2025-2026 Amended Budget
Fund Balance – Appropriated	\$1,617,700.00	\$1,617,700.00

SECTION 3. The Board of Mayor and Alderman authorizes the Town Recorder to make said changes in the accounting system.

SECTION 4. This ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

Voting by the Board, as follows, August 27, 2026, First Reading:

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

Voting by the Board, as follows, September 24, 2026, Second Reading and Public Hearing:

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

John K. Gibson, Mayor

ATTEST:

Tiffany Bishop, Town Recorder

[Notification Only] Application Submission Confirmation: Application ID 32701-2026-341 (Mount Carmel, Town of) - Mount Carmel, Town of

From donotreply@smartsimple.com <donotreply@smartsimple.com>

Date Thu 8/20/2026 4:30 PM

To Tyler Williams <tyler.williams@mountcarmeltn.gov>

Dear Tyler Williams and Mount Carmel, Town of,

Congratulations! The TN Office of Outdoor Recreation is excited to inform you that your grant for the ORec Public Recreation Grants Application has been approved. Soon you will receive various Notes from the Grants Management System inviting you to upcoming Project Workshops and a one-on-one budget meeting with your assigned Grant Specialist. Once the budget meeting has taken place, you will receive a copy of the grant contract via AdobeSign within approximately 30 days, which you and your entity should review before signing. We recommend that you carefully read all terms and conditions of the grant and contact our staff if you need clarification.

As a reminder, all deliverables and construction projects must be finalized before the expiration date listed on your grant contract. Please check budget categories in your application to make sure all fund amounts are allocated to the correct budget category. No work on this project should begin until after you receive the executed grant contract.

Congratulations, good luck, and prepare to receive and review your grant contract. If you have any questions about this notification or the grant process, please contact Outdoor.Recreation@tn.gov.

Thank You,

Office of Outdoor Recreation Grants team



LEGISLATIVE MEMORANDUM			
Date	August 27, 2026	Agenda Item	Resolution 26-687
Prepared By	Tyler Williams, Town Manager	Department	Administration
Summary			
This Resolution formally appoints Tiffany Bishop as Town Recorder for the Town of Mount Carmel. The Town Charter, applicable ordinances, and Tennessee law provide for the office of Town Recorder and its associated duties and responsibilities. Upon the recommendation of the Town Manager, the Board is asked to formally appoint Mrs. Bishop to the position.			
Fiscal Impact			
None.			
Staff Recommendation			
Staff recommends approval.			
Attachments			
Resolution 26-687			



RESOLUTION 26-687

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE APPOINTING TIFFANY BISHOP AS TOWN RECORDER

WHEREAS, the Town of Mount Carmel, Tennessee, requires the services of a Town Recorder to perform the duties and responsibilities of that office as provided by the Town Charter, applicable ordinances, and the laws of the State of Tennessee; and

WHEREAS, the governing body of the Town, upon the recommendation of the Town Manager, has determined that Tiffany Bishop is qualified to serve as Town Recorder and that her appointment is in the best interest of the Town;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 27th day of August, 2026, that

SECTION 1. Tiffany Bishop is hereby appointed to serve as Town Recorder for the Town of Mount Carmel, Tennessee, with all duties, responsibilities, and authority associated with that office as provided by the Town Charter, Town ordinances, applicable policies, and Tennessee law.

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

ADOPTED this 27th day of August, 2026.

John K. Gibson, Mayor

Attest:

Tyler S. Williams, CMFO
Town Recorder



LEGISLATIVE MEMORANDUM			
Date	August 27, 2026	Agenda Item	Resolution 26-688
Prepared By	Tyler Williams, Town Manager	Department	Administration
Summary			
This Resolution authorizes the Town to apply for the Public Entity Partners Judy Housley Safety Partners Matching Grant Program. The program is intended to support efforts by participating public entities to maintain safe and hazard-free workplaces for their employees.			
Fiscal Impact			
\$800 grant for safety equipment for Public Works department.			
Staff Recommendation			
Staff recommends approval.			
Attachments			
Resolution 26-688 PEP Award Letter			



RESOLUTION 26-688

A RESOLUTION AUTHORIZING THE TOWN OF MOUNT CARMEL TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS JUDY HOUSLEY SAFETY PARTNERS MATCHING GRANT PROGRAM

WHEREAS, the safety and well-being of the employees of the Town of Mount Carmel, Tennessee is of great importance; and

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

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “Safety Partners” Matching Grant Program; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 27th day of August, 2026, that:

SECTION 1. That the Town of Mount Carmel is hereby authorized to submit application for the *Judy Housley Safety Partners Matching Grant Program* through Public Entity Partners.

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

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

ADOPTED this 27th day of August, 2026

John K. Gibson, Mayor

Attest: _____
Tiffany Bishop, Town Recorder

Fw: APPROVAL NOTIFICATION - 2026 SAFETY PARTNERS GRANT

From Mitch Walker <mitch.walker@mountcarmeltn.gov>
Date Wed 8/19/2026 8:34 AM
To Jason Salyer <jason.salyer@mountcarmeltn.gov>; Tyler Williams <tyler.williams@mountcarmeltn.gov>

Please see the attached regarding approval for the boot reimbursement.

Thanks!

Mitchell Walker, Fire Chief
Town of Mount Carmel Fire Department
100 E Main Street
Mount Carmel, TN 37645
mitch.walker@mountcarmeltn.gov
423-444-1027



From: Tahitia Mitchell <TMitchell@PEpartners.org>
Sent: Tuesday, August 18, 2026 12:12 PM
To: Mitch Walker <mitch.walker@mountcarmeltn.gov>
Subject: APPROVAL NOTIFICATION - 2026 SAFETY PARTNERS GRANT



August 18, 2026

Mount Carmel, Town of
100 E Main Street
Mount Carmel, TN 37645

Subject: **JUDY HOUSLEY SAFETY PARTNERS MATCHING GRANT - APPROVED STATUS**

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

A Grant in the amount of \$800.00 was approved for your requested items. The PAID receipts for the approved items along with the invoices for the approved items must amount to at least \$1,600.00 to be eligible to receive the full reimbursement of \$800.00. Your 2026-2027 Priority Classification Rating is Class IV.

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

GRANT REIMBURSEMENT CHECKLIST:

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

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

Best Regards,

Chester Darden
Director of Loss Control



LEGISLATIVE MEMORANDUM

Date	August 27, 2026	Agenda Item	Resolution 26-689
Prepared By	Tyler Williams, Town Manager	Department	Administration
Summary			
This Resolution approves an Interlocal Agreement with the City of Church Hill for automatic mutual assistance with structure fire responses. The agreement is intended to provide for the automatic response of fire services between Mount Carmel and Church Hill to enhance firefighting capabilities and provide additional depth of fire protection within the two jurisdictions.			
Fiscal Impact			
None.			
Staff Recommendation			
Staff recommends approval.			
Attachments			
Resolution 26-689 INTER-LOCAL AGREEMENT FOR AUTOMATIC RESPONSE OF FIRE SERVICES			



RESOLUTION 26-689

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CHURCH HILL, TENNESSEE, FOR AUTOMATIC MUTUAL ASSISTANCE WITH STRUCTURE FIRE RESPONSES

WHEREAS, the Town of Mount Carmel, Tennessee, is authorized under the Interlocal Cooperation Act, Tennessee Code Annotated § 12-9-101 *et seq.*, to enter into agreements with other governmental entities for the joint exercise of powers, privileges, and authority; and

WHEREAS, Tennessee Code Annotated §§ 6-54-601 through 6-54-603 authorize incorporated municipalities to enter into agreements with other municipalities and counties for firefighting assistance

WHEREAS, the Town of Mount Carmel, Tennessee, and the City of Church Hill, Tennessee, desire to provide for the automatic response of fire services between their respective jurisdictions in order to enhance firefighting capabilities and provide adequate depth of fire protection; and

WHEREAS, the proposed Interlocal Agreement for Automatic Response of Fire Services, including Exhibit 01 thereto, establishes the terms and conditions under which the parties will provide automatic fire response and related assistance; and

WHEREAS, the Board of Mayor and Aldermen has reviewed the proposed Interlocal Agreement and finds that approval thereof is in the best interest of the Town of Mount Carmel and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 27th day of August, 2026, that

SECTION 1. The Interlocal Agreement between the Town of Mount Carmel, Tennessee, and the City of Church Hill, Tennessee, attached hereto and incorporated herein, is approved in the form presented.

SECTION 2. The Mayor is hereby authorized and directed to execute the Interlocal Agreement on behalf of the Town of Mount Carmel, the Town Recorder is authorized to attest the same, and the Fire Chief is authorized to execute the Agreement where required.

SECTION 3. The Interlocal Agreement approved herein shall not become effective unless and until it is also approved by resolution of the governing body of the City of Church Hill, Tennessee.

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

ADOPTED this 27th day of August, 2026

John K. Gibson, Mayor

Attest:

Tiffany Bishop, Town Recorder

INTER-LOCAL AGREEMENT FOR AUTOMATIC RESPONSE OF FIRE SERVICES

Pursuant to T.C.A. §6-54-601, et seq. and T.C.A. §12-9-104 et seq.

THIS AGREEMENT entered as of the _____ day of _____, 2026, by and between the TOWN of MOUNT CARMEL, TENNESSEE, hereinafter called "MOUNT CARMEL", the CITY of CHURCH HILL, TENNESSEE, hereinafter called "CHURCH HILL".

WHEREAS, Sections 12-9-101 through 12-9-109, *Tennessee Code Annotated*, authorizes public agencies of the State of Tennessee to enter into inter-local agreements; and

WHEREAS, Sections 6-54-601 through 6-54-603, *Tennessee Code Annotated*, specifically authorizes incorporated cities to enter into agreements with other cities and counties for fire fighting assistance; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by these laws; and

WHEREAS, the purpose of this agreement is to provide each of the parties, through their cooperation, a predetermined plan by which each might render aid to the other as needed for fire fighting services under specific arrangements as provided herein; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an agreement for Automatic Response with regard to fire fighting services to provide aid as needed to assure each party of this agreement adequate depth of protection.

NOW THEREFORE, pursuant to *Tennessee Code Annotated* §6-54-601 and §12-9-102, et seq., and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree to provide automatic fire fighting response to the geographic boundaries of each municipality that is a party to this agreement.
2. Automatic Response is defined as the simultaneous dispatch and response of two or more fire departments to the same property, area, or zone regardless of the actual location or jurisdiction the property is located in.
3. This agreement shall be valid between the signed parties when the mayor and fire chief of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing the mayor to execute it.

4. With the exception of the specific services described in this inter-local agreement and Exhibit 01, all other requests for aid or assistance between the parties shall be governed by *Tennessee Code Annotated* §58-8-101 et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written above.

TOWN of MOUNT CARMEL, TENNESSEE

By: _____ By: _____
Mayor *Fire Chief*

CITY of CHURCH HILL, TENNESSEE

By: _____ By: _____
Mayor *Fire Chief*

Approved as to form:

_____ Date: _____
Town of Mount Carmel, Tennessee Attorney

_____ Date: _____
City of Church Hill, Tennessee Attorney

TOWN of MOUNT CARMEL and CITY OF CHURCH HILL INTERLOCAL AGREEMENT

EXHIBIT 01

Pursuant to Tennessee Code Annotated, Section 6-54-601 relative to fire fighting assistance, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties will automatically be dispatched and respond to calls reporting a structure fire emergency, or any other agreed upon call types in each of the respective jurisdiction of the parties of this agreement.
2. Upon being dispatched to a structure fire, the senior fire officer shall authorize a response as follows:

(a) Each of the parties to this agreement will attempt to provide at least the following personnel and equipment in response to the request:

- Minimum response – one (1) pumper apparatus and one (2) firefighters.
- Maximum response – fifty (50) percent of personnel and resources of the agency providing aid. Each agency's level of response will be determined by an agreed upon automatic aid emergency response guideline.

(b) If there is an existing emergency in the jurisdiction providing aid or an emergency occurs in the course of providing aid under this agreement, the senior fire officer of the agency providing aid may determine that their agency cannot comply with the minimal requirements under this agreement without endangering life or incurring significant property damages in their own jurisdiction, or both, the officer may choose to recall all equipment and personnel to their primary jurisdiction.

- In this case, the senior fire officer of the agency providing aid shall inform the senior fire officer of the agency receiving aid of the decision.

(c) In cases where two or more incidents of automatic aid assistance occur at the same time, thereby making compliance with the minimum requirements of this agreement impossible for the agency providing aid, the senior fire officer of the agency providing aid shall determine, based upon a

reasonable appraisal of the emergencies of the jurisdictions receiving aid, how best to respond to the requests.

- The senior fire officer may determine to send all available resources under this agreement to the jurisdiction with the direst emergency or may send some resources to each jurisdiction receiving aid. The senior fire officer shall inform the senior fire officer of the jurisdiction receiving aid of the decision.

3. In both situations outlined in subsections (b) and (c) where compliance with the minimal duties of this agreement is impossible, the party receiving aid will not expect full compliance with those minimal duties but will expect a fair appraisal of the emergencies involved and a commensurate response.

4. When fire personnel are sent to another community, pursuant to this agreement, the jurisdiction, authority, rights, privileges, and immunities, including coverage under the Workers' Compensation Laws, which they have in their fire department shall be extended to and include any geographic area necessary as a result of this automatic aid agreement when these personnel are acting within the scope of the authority conferred by this agreement.

5. The jurisdiction receiving aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the agency providing aid that may be lost, stolen, or damaged while performing their duties in responding under the terms of this agreement.

6. The agency providing aid, under the terms of this agreement, assumes all liabilities and responsibility as between the parties for damage to its own apparatus and / or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and / or negligence of its personnel while en-route to or returning from a specific location.

7. The agency providing aid, under the terms of this agreement, assumes no responsibility for liability for property damages or destroyed or bodily injury at the actual scene of any emergency due to actions that are taken in responding under this agreement. All liability and responsibility rests solely with the agency receiving aid and within whose jurisdiction the incident occurs.

8. No compensation will be paid by the parties under this agreement for automatic aid fire services assistance rendered.

9. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage, or personal injury occurring in consequence of automatic aid assistance rendered under this agreement, and all such rights or claims are hereby expressly waived.

10. The senior fire officer whose community the emergency exists, and whose agency is receiving automatic aid assistance, shall in all instances be in command of the emergency as to strategy, tactics, and overall direction of the operations.

11. This agreement shall continue from year to year from unless written notice of termination is given by either party hereto at least sixty (60) days prior to termination of the agreement. No further obligation or liabilities shall be imposed upon the withdrawing agency after termination.

12. This agreement shall be valid only when it is executed by the mayors of the respective jurisdictions pursuant to the ordinance/ resolution of each jurisdiction authorizing the mayors to execute it.



LEGISLATIVE MEMORANDUM			
Date	August 27, 2026	Agenda Item	Resolution 26-690
Prepared By	Tyler Williams, Town Manager	Department	Administration
Summary			
This Resolution authorizes the Town to enter into the Interlocal Cooperation and Mutual Aid Agreement for the Creation and Management of the Tennessee District 1 Task Force. Sullivan County, through the Sullivan County Emergency Management Agency, serves as the sponsoring agency for the Task Force. Participation allows Mount Carmel to make appropriate personnel, equipment, and other resources available in accordance with the agreement.			
Fiscal Impact			
None.			
Staff Recommendation			
Staff recommends approval.			
Attachments			
Resolution 26-690 INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT			



RESOLUTION 26-690

A RESOLUTION AUTHORIZING THE TOWN OF MOUNT CARMEL, TENNESSEE, TO ENTER INTO THE INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT FOR THE CREATION AND MANAGEMENT OF THE TENNESSEE DISTRICT 1 TASK FORCE

WHEREAS, the Town of Mount Carmel, Tennessee, is authorized under the Interlocal Cooperation Act, Tennessee Code Annotated § 12-9-101 *et seq.*, to enter into agreements with other governmental entities for the joint exercise of powers, privileges, and authority; and

WHEREAS, Tennessee Code Annotated § 58-8-102 authorizes local governments to provide emergency assistance and mutual aid to one another; and

WHEREAS, Sullivan County, doing business as the Sullivan County Emergency Management Agency, serves as the Sponsoring Agency for the Tennessee District 1 Task Force; and

WHEREAS, the Town of Mount Carmel desires to participate in the Tennessee District 1 Task Force and to make available appropriate personnel, equipment, and other resources in accordance with the terms of the Interlocal Cooperation and Mutual Aid Agreement; and

WHEREAS, participation in the Tennessee District 1 Task Force will enhance regional cooperation, emergency preparedness, specialized rescue capabilities, and the ability of the Town of Mount Carmel to respond to emergencies and disasters affecting the Town and surrounding jurisdictions; and

WHEREAS, the Board of Mayor and Aldermen has reviewed the proposed Interlocal Agreement and finds that approval thereof is in the best interest of the Town of Mount Carmel and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 27th day of August, 2026, that

SECTION 1. The Interlocal Cooperation and Mutual Aid Agreement for the Creation and Management of the Tennessee District 1 Task Force is hereby approved in the form presented.

SECTION 2. The Mayor of the Town of Mount Carmel, or such other authorized representative of the Town as may be appropriate under the Agreement, is hereby authorized and directed to execute the Interlocal Cooperation and Mutual Aid Agreement on behalf of the Town of Mount Carmel.

SECTION 3. Upon execution of the Agreement, the Town of Mount Carmel is authorized to participate as a Participating Agency in the Tennessee District 1 Task Force in accordance with the terms, conditions, policies, membership requirements, and operational procedures established pursuant to the Agreement.

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

ADOPTED this 27th day of August, 2026

John K. Gibson, Mayor

Attest:

Tiffany Bishop, Town Recorder

INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT
FOR THE CREATION & MANAGEMENT OF THE
TENNESSEE DISTRICT 1 TASK FORCE

This agreement is made and entered into as of the ____ day of _____, 2026 (the "Effective Date") by and between Sullivan County *d/b/a* Sullivan County Emergency Management Agency ("Sullivan County EMA") as the "Sponsoring Agency" and the local government entities identified in Exhibit "A" (the "Participating Agencies"). The Sponsoring Agency and Participating Agencies are referred to collectively as "Agencies" and individually as "Agency" with each Agency's participation beginning upon the date of executing this agreement.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 *et seq.*, authorizes public agencies in this state to enter into interlocal cooperation agreements; and

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and

WHEREAS, the Agencies wish to avail themselves of all authority conferred by these statutes and any other provision of law, to create and operate the Tennessee District 1 Task Force which will provide response and rescue services throughout the northeast area of the state, and statewide as requested in accordance with Tennessee Code Annotated, Section 58-8-101 *et seq.*, "Mutual Aid and Emergency and Disaster Assistance Act of 2004, "and nationally through Emergency Management Assistance Compact (EMAC) requests; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional, regional Tennessee District 1 Task Force be created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CREATION AND PURPOSE

The Tennessee District 1 Task Force (Team) is hereby created to provide a coordinated multi-disciplined approach to the management of minor, major, or catastrophic disasters and large-scale or complex incidents including but not limited to swiftwater rescue and floodwater reconnaissance and evacuations, Search and Rescue, and Incident Management.

The Tennessee District 1 Task Force may create more focused teams to address the needs of the Team. The first anticipated focused team will be a Water Rescue Team and others may be created in the future and will fall within the scope of this agreement.

2. MANAGEMENT AND ADMINISTRATION

The Sponsoring Agency shall develop and adopt the program training, education, and membership requirements for members; and the qualifications and credentialing requirements in order to meet or exceed the National Incident Management System (NIMS) National Qualification System and other nationally acceptable standards.

3. CONTRIBUTION OF AGENCIES

The Agencies agree to participate in the formation and operation of the Team.

4. FINANCIAL MATTERS

The financial affairs of the Team will be conducted in accordance with the state law and the procedures established by the State Comptroller. Each Agency will remain responsible for equipment required by team members employed by their Agency as the individual and the Agency participate in the Tennessee District 1 Task Force.

5. PROPERTY OF THE TEAM

5.1 Personal Property and Equipment.

Each Agency will assist in making available the property and equipment necessary for the operation of the Team. All property and equipment supplied by an Agency to the Team will remain the property of the contributing Agency and will be operated solely by a member of that Agency. Tennessee District 1 Task Force Insurance will not maintain insurance for this purpose; any insurance should be maintained by the Agency who supplies the equipment.

5.2 Real Property.

The Team has no authority to purchase real property or hold real property in the name of the Team.

6. PERSONNEL MATTERS

6.1 Team Members.

Tennessee District 1 Task Force members must be full time, part time, or volunteer members of an Agency.

6.2 Employee Status and Benefits.

Each member assigned to the Team will remain an employee of their respective Participating Agency for the purposes of compensation and benefits. Salaries will be paid by the respective Participating Agency, and each member will retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration and workers' compensation.

7. POLICIES

Members assigned to the Team remain obligated to follow the rules and policies of the Tennessee District 1 Task Force and the Participating Agency employing or retaining the member. In the event of a perceived conflict between policies, the Tennessee District 1 Task Force will address the matter with the Team as a whole with the input of Participating Agencies.

8. STATUS OF TEAM MEMBERS

The Sponsoring Agency and each Participating Agency agree that all members assigned to the Team will be entitled to all rights, privileges, exemptions and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the Participating Agency by which the member is employed.

9. LIABILITIES

9.1 Members Assigned to the Team Remain Employees of Employing Agency

Each member assigned to the Team will remain an employee of the Agency where the member was employed prior to the assignment. The conduct and actions of such member will remain the responsibility of the employing Agency. Any liability arising from the actions of a member engaged in Team activities will be assumed by the employing Agency in the same manner and to the same extent that the employing Agency would be liable for the member's actions had the member not been engaged in Team activities.

Team members will be considered agents and/or employees of the Agency retaining and/or employing them, within the meaning of Tennessee law, including the Tennessee Governmental Tort Liability Act. At no time will such members be considered the employee of any other Agency or of the Team.

9.2 No Assumption of Liability for Non-Employees

No Agency is assuming any liability for itself or its employees for the actions of any employees of another Agency assigned to the Team.

9.3 Waiver of Claims.

Each Agency agrees that it will make no claim for compensation for any damages or loss to its equipment, or for personal injury, including death, to its employees, occurring as a consequence of Team activities, against any other Agency and expressly waives such claims, except to the extent such claims arise from the negligent acts, errors, or omissions of the other Agency. Each Agency will secure an executed Release and Waiver of Liability from any member from its Agency before the member performs any work for or with the Team.

10. DURATION AND TERMINATION OF AGREEMENT.

The duration of this Agreement is perpetual.

The Agreement will be terminated with respect to a Participating Agency by the withdrawal of the Participating Agency. A Participating Agency may withdraw at any time, provided it gives written notice of its intent to withdraw to the Mayor of the Sponsoring Agency at least ninety (90) days prior to the effective date of the withdrawal.

The Agreement may be completely terminated by either agreement of the Participating Agencies or when there is only one Participating Agency that has not withdrawn.

11. ADDITION OF PARTIES

Local governmental entities with resources and personnel that have completed the membership requirements of the Tennessee District 1 Task Force may initiate becoming a party to this Agreement by providing notice to the Mayor of the Sponsoring Agency. Upon approval of this Agreement by the governing body of the governmental entity (Agency) seeking participation, this Agreement is deemed to be modified to include such governmental entity as a Participating Agency.

12. EFFECTIVE DATE. This Agreement will take effect after its terms are approved by the governments which are parties hereto.

13. EXECUTION OF AGREEMENT. This Agreement shall be valid only when it is executed by the mayor of the City/ County of Sullivan and EMA Director along with the authorized representative(s) of the Participating Agency pursuant to the resolution of each jurisdiction authorizing them to so execute.

#

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

SPONSORING AGENCY

Sullivan County
d/b/a Sullivan County Emergency Management Agency

Sullivan County Mayor

EMA Director

Attest: _____
Witness

Adopted: _____
Date

Approved as to Form: _____
City/County Attorney

PARTICIPATING AGENCY:

BY: _____

Name & Title

Attest: _____
Witness

Adopted: _____
Date

Approved as to Form: _____
Counsel for Participating Agency

Name: _____

EXHIBIT “A”
PARTICIPATING AGENCIES

Washington County/Johnson City Emergency Management Agency

Washington County, Tennessee

City of Johnson City

Washington County EMS

Sullivan County, Tennessee

City of Kingsport

City of Bristol

Exhibit "B"

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (name) understand that my voluntary participation in the **TENNESSEE DISTRICT 1 TASK FORCE** may involve the risk of property damage, personal injury, or death, or other potential damages or injuries of any nature or kind.

Therefore, in consideration for the opportunity to participate in the **TENNESSEE DISTRICT 1 TASK FORCE**, and with the above-stated understanding that I am not to be considered an agent and/or employee of the **TENNESSEE DISTRICT 1 TASK FORCE** or any Participating Agency of the **TENNESSEE DISTRICT 1 TASK FORCE**, other than the Participating Agency by which I am employed or for whom I volunteer (the "Member Agency").

I hereby release and discharge **TENNESSEE DISTRICT 1 TASK FORCE** and any individual Participating Agency thereof (other than the Member Agency), and/or their respective officers, employees, volunteers, agents, or representatives from any and all liability, risk, claims or causes of action arising out my participation in the aforementioned programs or events and hereby waive any such claims or causes of action to the fullest extent allowed by law. I further agree that I will indemnify and hold harmless the **TENNESSEE DISTRICT 1 TASK FORCE** and any Participating Agency (other than the Member Agency) against any and all claim(s) or causes arising out of or in connection with my participation in the aforementioned **TENNESSEE DISTRICT 1 TASK FORCE**. I agree to pay the costs of all such actions, including, but not limited to, all reasonable attorneys' fees, costs and expenses related to such actions.

This Release and Waiver of Liability Agreement shall be construed in accordance with Tennessee law and shall be binding upon me heirs, agents, executors, administrators, representatives, successors or assigns. Photographic, scanned or facsimile copies of this Release and Waive of Liability Agreement may be used in lieu of the original executed copy for any purpose.

I HAVE READ AND UNDERSTOOD THE TERMS OF THE FOREGOING RELEASE AND WAIVER OF LIABILITY AGREEMENT AND, BY SIGNING BELOW, ACKNOWLEDGE AND AGREE TO THE TERMS THEREOF AND DEMONSTRATE MY INTENTION TO BE LEGALLY BOUND BY IT.

Name: _____

Member Agency: _____

Date: _____



LEGISLATIVE MEMORANDUM			
Date	August 27, 2026	Agenda Item	Resolution 26-691
Prepared By	Tyler Williams, Town Manager	Department	Administration
Summary			
This Resolution adopts revised Rules of Order for the Board of Mayor and Aldermen, 2026, Version 2.0, replacing the Rules of Order previously adopted through Resolution No. 25-643. This revision adds a section to allow for Approval of Agenda, as well as a section to allow for Employee, Visitor, or Guest recognition.			
Fiscal Impact			
None.			
Staff Recommendation			
Staff recommends approval.			
Attachments			
Resolution 26-691 Rules of Order- 2026, Version 2.0			



RESOLUTION 26-691

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE, ADOPTING RULES OF ORDER FOR THE GOVERNING BODY

WHEREAS, the Board of Mayor and Aldermen of the Town of Mount Carmel previously adopted Rules of Order by Resolution No. 25-643; and

WHEREAS, the Board has reviewed and revised its Rules of Order for the conduct of meetings and the transaction of municipal business; and

WHEREAS, the Board finds it appropriate and in the best interest of the Town to adopt the revised Rules of Order entitled “RULES OF ORDER for THE BOARD OF MAYOR & ALDERMEN, TOWN OF MOUNT CARMEL, TENNESSEE, 2026, version 2.0,” attached hereto and incorporated herein by reference; and

WHEREAS, the adopted Rules of Order provide that matters not otherwise addressed shall be governed by the current updated version of Robert’s Rules of Order, subject to applicable state law and the Town’s Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 27th day of August, 2026, that

SECTION 1. The Board of Mayor and Aldermen hereby adopts the attached “Rules of Order for the Board of Mayor & Aldermen, Town of Mount Carmel, Tennessee, 2026, version 2.0,” as the Rules of Order governing the conduct of meetings and proceedings of the Board.

SECTION 2. Resolution No. 25-643, together with any rules of order adopted thereby, is hereby repealed and replaced in its entirety by this Resolution and the Rules of Order adopted herein.

SECTION 3. In the event of a conflict between the Rules of Order and an Act or other applicable law of the State of Tennessee, state law shall control. Matters not addressed by the adopted Rules of Order shall be governed as provided in those Rules and the Town of Mount Carmel Municipal Code.

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

ADOPTED this 27th day of August, 2026

John K. Gibson, Mayor

Attest:

Tiffany Bishop, Town Recorder

RULES OF ORDER for THE BOARD OF MAYOR & ALDERMEN TOWN OF MOUNT CARMEL, TENNESSEE

2026
version 2.0

I. ROBERT RULES OF ORDER

If any questions shall arise which is not provided for in these rules, the same shall be governed by the current updated version of Robert's "Rules of Order" which is addressed in the Town of Mount Carmel, Municipal Code-2010, Section 1-103 General rules of order.

II. ACTS OF THE STATE OF TENNESSEE

In case any rule conflicts with an Act of the State of Tennessee, the Act of the State of Tennessee shall govern.

III. ELECTION OF THE VICE MAYOR OF THE TOWN GOVERNING BODY

The vice-mayor shall be nominated from the currently seated Board of Aldermen and elected by a majority vote of the membership of the BMA. The vice mayor remains in position until resignation, the next election cycle, or removal from the Board of Aldermen.

IV. DUTIES OF THE MAYOR

- A. At the precise hour to which the Board of Mayor and Aldermen (BMA) shall have gathered, the Town Mayor shall call the gathering to order. Advising all addressing the Board to address their comments and questions to the Mayor as the chair of the meeting.
- B. The Mayor/Chair shall preserve order and decorum and may speak to points of order in preference to other members.
- C. The Mayor/Chair shall conduct the business of the BMA in the following order:
 1. Call to Order
 2. Prayer
 3. Pledge of Allegiance
 4. Roll Call
 5. Approval of Agenda
 6. Welcome from the Mayor/Chair-Proclamations
 7. Recognition of Employees, Guests, or other Visitors
 8. Approval/Correction of previous meeting minutes
 9. Visitor Comments
 10. Old Business
 11. New Business
 12. Board Comments
 13. Staff Comments
 14. Adjournment
- D. Following roll call, the Board shall consider approval of the agenda. The agenda shall be approved by a majority vote of the members present.
- E. Prior to approval, the Board may, by an affirmative vote of two-thirds (2/3) of the members present, reorder, remove, or otherwise modify items appearing on the agenda. The addition of a matter not appearing on the publicly posted agenda shall be permitted only in accordance with T.C.A. § 8-44-110, these Rules of Order, and other applicable law.
- F. If the chair is a member of the body, the chair must be surrendered to another prior to taking part in any debate. When the Chair steps down to participate in debate, they cannot return to the chair until the issue is disposed of in some manner. It is always improper for the chair to voice an opinion or debate the pending issue while acting as chair. The chair can answer questions, refer questions to the maker of the motion, rule on parliamentary questions, etc., during the debate of any issue.
- G. The chair can vote on any matter, if a member of the body.

- H. In the absence of the Mayor, the Vice Mayor shall serve as the Chair. In the absence of both the Mayor and Vice Mayor the Town Recorder shall call the BMA to order and call the roll for the purpose of the election of a temporary chair.
- I. The Mayor shall appoint all committees unless otherwise directed by a two-third vote of the BMA.

V. DUTIES OF THE VICE-MAYOR

- A. To fulfill the role of the Mayor/Chair when the Mayor is absent or unavailable.
- B. Every member shall address the Chair by raising their hand to indicate that they would like to speak, and after he or she has been recognized by the Chair, proceed with his or her remarks. The member may, after he or she has been recognized by the Chair, at the member's discretion, make their remarks. No other member shall speak or be recognized unless he or she rises to a point of order or other motion which shall have preference while the speaker who has the floor makes his or her remarks. Any member who also wishes to speak shall make it known by raising their hand and will be recognized in order of request and recognition by the chair.

VI. DUTIES OF THE ALDERMEN

- A. Every member shall address the Chair by raising their hand to indicate that they would like to speak, and after he or she has been recognized by the Chair, proceed with his or her remarks. The member may, after he or she has been recognized by the Chair, at the member's discretion, make their remarks. No other member shall speak or be recognized unless he or she rises to a point of order or other motion which shall have preference while the speaker who has the floor makes his or her remarks. Any member who also wishes to speak shall make it known by raising their hand and will be recognized in order of request and recognition by the chair.
- B. No member may maintain the floor for longer than five (5) minutes and may not be recognized more than twice, each time maintaining the floor for no longer than five (5) minutes while speaking on any one matter or motion under consideration, except by a majority vote of the members. No member will be allowed to assign their remaining time to another member.
- C. Motions to limit debate shall require an affirmative vote of two-thirds of those members present for passage.
- D. All motions shall be debatable except for the following:

- 1. To adjourn the meeting
- 2. Lay on the table
- 3. For the previous question

Provided, however, the original proponent of any motion sought to be tabled shall have the right to be heard after the motion is made and before the motion to table is put to a vote. Also provided that a member who speaks both for and against a matter cannot "call for the previous question."

- E. When any question or motion is under debate by the BMA, the following motions shall be in order and may be entertained by the Chair:
 - 1. To adjourn the meeting
 - 2. To recess the meeting
 - 3. To lay on the table
 - 4. For the previous question
 - 5. To postpone to a day certain
 - 6. To commit
 - 7. To amend
 - 8. To postpone indefinitely

Each of the said motions shall take preference in the order set out herein.

- F. Any question or motion may be put to the members by a "voice vote" at the discretion of the Chair, unless otherwise required by law, provided, however, that any one (1) member of the membership may request a roll call vote of the membership.
- G. Upon a roll call vote, any member may change his or her vote before the result of the vote is announced and the Clerk or Chair shall give any member one opportunity to change his or her vote prior to announcing the result of the vote.
- H. Any two (2) members of the BMA may appeal to the BMA from any ruling of the Chair and a majority of the members of the BMA shall decide the appeal.

- I. A meeting of the BMA, or any committee of the BMA can at any time be called into recess by a majority vote. A recess can be defined as anywhere from a short break until an announced time up to the next regularly scheduled meeting of the BMA or committee. Recesses cannot be scheduled for longer than the next scheduled meeting.
- J. When a motion to adjourn or recess has been made and failed, the Chair shall not entertain another motion to adjourn or recess until some business has been transacted since the last motion to adjourn or recess was voted upon.
- K. A "session" is to be defined as a "complete meeting" for purposes of these rules.

VII. RESOLUTIONS

- A. Every proposed resolution shall be word processed or legibly handwritten in ink and filed with the Town Clerk in the appropriate form which must be completed entirely, except a proposed resolution need not have a seconding member at the time of filing, and information after.
- B. The Town Clerk shall maintain a file specifically for "Proposed Resolutions," which shall be at all times complete with any attachments, and which shall remain at all times in the office of the Clerk and be available to the public. The Clerk shall file all proposed resolutions therein and shall note the date of filing on each and maintain a numbering system for said file.
- C. An amendment to a resolution shall not delay its consideration for passage or rejection, but any motion to amend which would materially or substantially change the original resolution should be ruled out of order by the Chairman. The motion to amend a resolution may be stated orally, but the amendment must be legibly handwritten or typewritten on any kind of plain paper and handed to the Chair for reading prior to voting on the amendment.
- D. Any resolution presented for consideration may be retracted or withdrawn by the sponsoring member of the BMA, or their proxy until a vote has been called for on the resolution.
- E. Roll call votes shall be taken for Resolutions.
- F. Upon final action being taken by the BMA on a proposed resolution, the Town Clerk shall record the result thereon; and shall also record the number of ayes and the number of nays, from the roll call vote taken.

VIII. ORDINANCES

- A. Every proposed ordinance shall be considered and adopted on two (2) separate days. Each ordinance, or the caption of each ordinance, shall be published after its final passage in a newspaper of general circulation in the municipality. No ordinance shall take effect until the ordinance, or its caption is published.
- B. The Town Clerk shall maintain a file specifically for "Proposed Ordinances," which shall be at all times complete with any attachments, and which shall remain at all times in the office of the Clerk and be available to the public. The Clerk shall file all proposed ordinances therein and shall note the date of filing on each and maintain the ordinance numbering system for said file. The Town Clerk maintains the responsibility to ensure the publishing required is completed, upon approval by the BMA.
- C. An amendment to a ordinance shall not delay its consideration for passage or rejection, but any motion to amend which would materially or substantially change the original submitted ordinance should be ruled out of order by the Chairman. The motion to amend a ordinance may be stated orally, but the amendment must be legibly handwritten or typewritten on any kind of plain paper and handed to the Chair for reading prior to voting on the amendment.
- D. Roll call votes shall be taken for Ordinances.
- E. Upon final action being taken by the BMA on a proposed ordinance, the Town Clerk shall record the result thereon; and shall also record the number of ayes and the number of nays, from the roll call vote taken.
- F. The Town Clerk shall preserve the original copy of all ordinances in a separate ordinance book.

IX. COMMITTEES

- A. Internal Committees of the BMA that are appointed by the Chair of the BMA , or in compliance with The Mount Carmel Municipal Code, Title 2, and any other applicable ordinances of the Town.
- B. Special, or "ad hoc," committees may be appointed from time to time by the Mayor and can consist of any number of BMA members and/or members of the general public. These committees will serve based on need and will be dissolved once the need has been resolved.
- C. All committees shall be advisory in nature and shall not bind the BMA as a whole in any of their acts except as specifically provided by state law or resolution of the BMA. They shall have no power to prevent or delay the consideration of any motion or resolution by the BMA as a whole.

- D. Committees shall study any proposed resolution or other matter referred to them by the Chair or the Governing Body. The Chairman of each committee, or a member designated by him or her, shall have the duty to report to the BMA as a whole, the committee's recommendation, and the reason therefore, on the acceptance or rejection of any matter or proposed resolution being considered by the Governing Body. Any member of the committee may make a minority report. Should the committee chair, or his or her representative announce to the BMA that the committee has not had sufficient time to study the matter or proposed resolution under consideration, a vote on the proposed resolution shall not be delayed thereby, except by appropriate motion and passage thereof by a majority of the BMA.
- E. Committees shall elect among themselves by simple majority vote of the committee members a chair, vice-chair, and secretary and any other officers desired. The Rules of Order of the Committees shall not conflict with the rules of the BMA.
- F. Committee meetings may be called for a reasonable time and place by the committee chairman. Meetings may also be called by three (3) other members, upon notifying the BMA Chair and the Town Clerk, and the other members of the committee. At least three (3) days adequate public notice shall be given to the general public and all committee members prior to any meeting.
- G. A quorum of any committee shall consist of one more than half of the total committee members, and no business shall be conducted if a quorum is not present.
- H. Committee votes can be taken by voice vote or roll-call vote at the discretion of the committee chair or substitute for the committee chair who is conducting the meeting.
- I. Nothing herein shall require a committee to consider only those matters referred to it by the BMA or the Chair, and it shall be the duty of each committee to investigate and acquaint itself with the areas of its responsibility and to bring before the BMA any matter which needs to be considered in the interest of the welfare of the citizens of the Town.

X. SUSPENSION OR AMENDMENT

Any Rules of Order herein may be suspended or amended by the affirmative vote of two-thirds of the members present.

XI. MEETING NOTICES AND AGENDAS

Proper notice shall be given for each meeting of the Governing Board and its committees as follows:

- A. Notice of Regular and Special Called Meetings. The Town Clerk shall give adequate public notice of BMA meetings and the agenda for said meeting. Per State of Tennessee TCA 8-44-1, the notice and agenda will be accessible to the public at least 48 hours prior to the meeting by posting it on the Town's website at www.mountcarmeltn.gov. The BMA may consider matters not on the posted agenda provided the bylaws are followed.
- B. Notice of Committee Meetings. For an internal committee meeting of a BMA Committee, the Town Clerk shall give adequate public notice of such meeting.
- C. All meetings of the governing body are subject to open meetings requirements and shall reserve a time for public comment so that the public may speak on matters germane to items on the agenda.
 - 1. Citizens wanting to speak will be required to list their name, address, email address, and topic or issue they want to speak about on a provided sign in sheet until the start of the meeting. At the start of a meeting, the list will be given to the chair, and speakers will be taken in order of how they signed the sheet. At the chair's discretion, citizens who have not signed in may or may not be allowed to speak.
 - 2. If several citizens appear to speak on the same topic or issue, the chair will have the authority to ask the group to appoint from one to three citizens to speak on the issue.
 - 3. Public comments will be limited to three (3) minutes per speaker, and any remaining time left shall not be added to another speaker's allotted time.

XII. MEETING DISRUPTIONS

- A. Any person that prevents or disrupts any meeting through disturbance of the peace, such as, unruly applause after warning, stamping of feet, whistling, using profane language, shouting or any other similar demonstrations will be asked to leave the meeting, and if they refuse will be escorted from the meeting by law enforcement officers. A violation of this section is a Class A misdemeanor (TCA 39-17-306), punishable by up to eleven (11) months and twenty-nine (29) days of imprisonment and/or a fine not to exceed two thousand five hundred dollars (\$2,500.00)

- B. At no time is anyone to approach the dais/tables where BMA members and Town Staff are seated for workshops or meetings, unless invited to do so by the Chair.
- C. Community members addressing the BMA are to address the Chair with their issues and comments only.

XIII. ADOPTION OF RULES OF ORDER

Any rule of order or procedure previously adopted by the Governing Body, which is in conflict with, or preempted by, these rules is hereby repealed.



LEGISLATIVE MEMORANDUM			
Date	August 27, 2026	Agenda Item	Resolution 26-692
Prepared By	Tyler Williams, Town Manager	Department	Administration
Summary			
This Resolution adopts a new Comprehensive Purchasing and Procurement Policy for the Town of Mount Carmel. The policy establishes administrative procedures with the goal of strengthening fiscal responsibility, accountability, transparency, competitive procurement, and internal controls.			
Fiscal Impact			
None.			
Staff Recommendation			
Staff recommends approval.			
Attachments			
Resolution 26-692 Purchasing and Procurement Policy			



RESOLUTION 26-692

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE, ADOPTING APPROVING AND ADOPTING A COMPREHENSIVE PURCHASING AND PROCUREMENT POLICY

WHEREAS, the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, is responsible for establishing policies and procedures governing the expenditure of public funds and the procurement of goods and services for the Town; and

WHEREAS, the Board of Mayor and Aldermen desires to establish comprehensive administrative procedures implementing Ordinance No. 24-539 and applicable provisions of Tennessee law in order to promote fiscal responsibility, accountability, transparency, competitive procurement, and effective internal controls; and

WHEREAS, Town Administration and the Finance Department have prepared a Comprehensive Purchasing and Procurement Policy establishing procedures for purchasing thresholds, competitive quotations and bidding, purchase orders, emergency and sole-source purchases, cooperative purchasing, professional services, construction and public works, grant-funded procurement, contract administration, vendor management, invoice approval, asset control, ethics, and related purchasing matters; and

WHEREAS, adoption of the Comprehensive Purchasing and Procurement Policy will provide Town employees and officials with consistent procedures for the responsible expenditure of public funds while allowing the Town Manager and Finance Director to maintain appropriate administrative and financial controls; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 27th day of August, 2026, that

SECTION 1. The Town of Mount Carmel Comprehensive Purchasing and Procurement Policy, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and adopted as the official administrative purchasing and procurement policy of the Town of Mount Carmel.

SECTION 2. Ordinance No. 24-539, the Town Charter, the Mount Carmel Municipal Code, applicable Tennessee law, federal law, and legally binding grant or funding requirements shall control in the event of any conflict with the administrative provisions of the Policy.

SECTION 3. The Town Manager and Finance Director are authorized and directed to administer and implement the Comprehensive Purchasing and Procurement Policy and may develop forms, procedures, guidance, and administrative controls necessary for its implementation, provided that such administrative procedures are consistent with Ordinance, this Resolution, the adopted Policy, and applicable law.

SECTION 4. Any prior administrative purchasing policies, procedures, practices, or directives that are inconsistent with the Comprehensive Purchasing and Procurement Policy adopted by this Resolution are hereby superseded to the extent of the inconsistency. Nothing in this Resolution shall repeal, modify, or supersede Ordinance No. 24-539 or any other duly enacted ordinance of the Town unless expressly provided by ordinance. The standalone Town Purchasing Card (P-Card) Policy and Administrative Procedures shall remain in effect unless separately amended or repealed by appropriate action of the Town.

SECTION 5. Administrative forms, processes, and procedures implementing the Comprehensive Purchasing and Procurement Policy may be revised by the Town Manager and Finance Director when such revisions do not modify a purchasing threshold, approval authority, competitive procurement requirement, or other substantive requirement established by ordinance, resolution, or applicable law. Material amendments to the Comprehensive Purchasing and Procurement Policy shall be presented to the Board of Mayor and Aldermen for approval.

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

ADOPTED this 27th day of August, 2026

John K. Gibson, Mayor

Attest:

Tiffany Bishop, Town Recorder



TOWN OF MOUNT CARMEL, TENNESSEE PURCHASING AND PROCUREMENT POLICY

Effective Date: July 1, 2026

Last Revised: August 27, 2026

1. PURPOSE

The purpose of this Purchasing and Procurement Policy is to establish uniform procedures for the expenditure and encumbrance of public funds by the Town of Mount Carmel, Tennessee ("Town").

- Obtain supplies, equipment, materials, construction, and services at the best overall value to the Town;
- Encourage full and open competition to the maximum extent practicable;
- Maintain appropriate internal controls over public expenditures;
- Ensure purchasing decisions are fair, transparent, documented, and free from improper influence;
- Ensure expenditures are authorized within the adopted budget;
- Promote accountability for Town property and public funds;
- Comply with Town Ordinances, the Mount Carmel Municipal Code, applicable provisions of the Tennessee Code Annotated, grant requirements, and other applicable law; and
- Establish practical procedures for routine purchasing while maintaining appropriate financial oversight.

2. AUTHORITY

This Policy implements and supplements Ordinance No. 24-539, the Town's ordinance governing purchasing and competitive procurement.

The Town Manager shall serve as the Town's purchasing agent unless another official or employee is designated by ordinance, resolution, policy, or written delegation. Department Heads and other authorized employees may initiate purchases within their respective departments subject to this Policy, approved budget appropriations, and delegated purchasing authority.

The Finance Director shall administer the financial-control aspects of the purchasing process, including budget verification, accounts payable, vendor records, purchase-order controls, purchasing-card oversight, financial reporting, and maintenance of procurement documentation.

Nothing in this Policy authorizes an expenditure that is not otherwise legally authorized or properly budgeted.

If a provision of this Policy conflicts with an Ordinance, the Town Charter or Municipal Code, Tennessee law, federal law, a grant or funding-agency requirement, or another legally binding procurement requirement, the more restrictive legally applicable requirement shall control.

3. SCOPE

This Policy applies to all Town departments, offices, boards, commissions, employees, officials, and other persons authorized to expend, commit, or encumber Town funds.

This Policy applies regardless of the source of funds, including the General Fund, utility or enterprise funds, special revenue funds, capital-project funds, grant funds, restricted funds, asset-forfeiture funds, donations accepted by the Town, bond proceeds, and any other funds under the custody or control of the Town.

No department or employee may avoid the requirements of this Policy by using an alternate funding source.

4. GENERAL PURCHASING STANDARDS

All purchases shall serve a legitimate public purpose; be reasonably necessary for Town operations; be charged to an appropriate budget account; have sufficient unencumbered appropriation available before the purchase is made; be authorized at the appropriate approval level; follow applicable competitive procurement requirements; be supported by sufficient documentation; avoid actual or apparent conflicts of interest; and be made in the best interests of the Town.

Town employees shall exercise the same care when spending public funds that a prudent person would exercise when spending funds for which that person is personally accountable.

5. PURCHASING THRESHOLDS

For purposes of this Policy, the Town's competitive-bid threshold established pursuant to Ordinance No. 24-539 is \$25,000, unless subsequently amended by ordinance or applicable law. Purchasing requirements shall be based upon the total reasonably anticipated cost of the transaction or series of related transactions.

A. Purchases of \$2,500 or Less - Small Purchases

Purchases of \$2,500 or less may generally be made without competitive quotations when funds are available in the approved budget, the price is considered fair and reasonable, the purchase is for a legitimate Town purpose, and appropriate departmental authorization has been obtained. Employees are encouraged to compare prices when practical.

A Purchase Order is not required. Authorized Purchasing Cards may be used for qualifying purchases in accordance with Section 18 and the Town's separate Purchasing Card Policy.

B. Purchases Over \$2,500 Through \$10,000 - Informal Competition

For purchases exceeding \$2,500 but not exceeding \$10,000, reasonable efforts shall be made to obtain competitive pricing. Competitive pricing may be documented through telephone quotations, vendor websites, catalog pricing, emails, written quotations, cooperative-contract pricing, or other reliable market-price comparisons. Whenever practical, at least three vendors should be considered. A written Purchase Order shall normally be required before the purchase is made.

C. Purchases Over \$10,000 but Not Exceeding \$25,000 - Three Written Quotations

Purchases exceeding \$10,000 but not exceeding \$25,000 shall, whenever possible, be based upon at least three written competitive quotations. Written quotations may be obtained electronically. The requesting department shall maintain documentation identifying the specifications or scope requested, vendors solicited, quotations received, recommended vendor, total purchase amount, and an explanation when the lowest responsible quotation is not recommended. When three quotations cannot reasonably be obtained, the Department Head shall document the vendors contacted and the reason fewer than three quotations were available. Failure of vendors to respond does not prevent an otherwise properly solicited purchase from proceeding.

D. Purchases Exceeding \$25,000 - Formal Competitive Procurement

Unless an exemption or cooperative purchasing program applies, purchases exceeding \$25,000 shall be procured through public advertisement and a formal competitive process in accordance with Ordinance No. 24-539 and applicable Tennessee law. The procurement method may include an Invitation to Bid, Request for Proposals, Request for Qualifications when legally appropriate, competitive sealed proposals, or another procurement method authorized by law. Formal procurements shall be administered by or coordinated through the Town Manager and Finance Department. Award shall be made by the Board of Mayor and Aldermen when Board approval is required by ordinance, policy, budget authorization, contract authority, or law.

6. AGGREGATION AND PROHIBITION AGAINST SPLIT PURCHASES

Purchasing thresholds apply to the total cost of like, related, or reasonably foreseeable purchases during the applicable procurement period. No employee shall divide, separate, stagger, or otherwise split a purchase for the purpose of avoiding competitive quotations, formal bidding, a Purchase Order, Board approval, a Purchasing Card transaction limit, or any other purchasing control.

When multiple departments regularly purchase the same or substantially similar goods or services, the Town may aggregate purchases to obtain improved pricing and ensure compliance with procurement requirements. Intentional purchase splitting may result in suspension of purchasing authority or disciplinary action.

7. PURCHASE ORDERS

A Purchase Order ("PO") is the Town's formal authorization to procure specified goods or services. Except for approved exceptions, purchases requiring a PO shall not be ordered before the PO is issued.

Upon request and approval, a PO number will be generated and logged by the Finance Department. A full written PO document is not required.

The Finance Department hereby establishes categories of purchases for which a PO is not required, including purchases in the amount of \$2,500 or less, fuel, utilities, recurring contractual payments, invoices, payroll-related expenditures, debt payments, legally required remittances, approved travel reimbursements, emergency purchases, and other transactions the Finance Department determines for which a PO would provide no meaningful additional control.

Issuance of a PO confirms that appropriate authorization has been obtained, budget funds are available, required procurement procedures have been completed, and the expenditure has been properly encumbered when applicable. Employees who make an unauthorized purchase may be personally responsible for resolving the transaction and may be subject to disciplinary action.

8. COMPETITIVE BIDDING

Formal competitive solicitations shall contain clear specifications or a defined scope of work sufficient to permit fair competition. Bid documents should include, as appropriate, a description and specifications, quantity, delivery requirements, insurance and bonding requirements, licensing requirements, bid deadline, submission instructions, evaluation criteria, contract terms, the Town's right to reject bids, applicable statutory certifications, and other information necessary to protect the Town's interests.

Formal bids shall be publicly advertised as required by law. Sealed submissions shall remain unopened until the established bid-opening time. Late bids shall not be accepted unless permitted by applicable law and the solicitation documents. Bid tabulations and procurement records shall be maintained in accordance with applicable public-record and retention requirements.

9. AWARD OF CONTRACT

Competitive procurement does not necessarily require award to the vendor submitting the lowest dollar amount if applicable law permits consideration of responsibility, responsiveness, qualifications, value, service, delivery, lifecycle cost, or other published evaluation factors.

For Invitations to Bid, awards should generally be made to the lowest responsive and responsible bidder whose bid conforms to the specifications and whose performance is expected to meet the Town's requirements. When legally permissible, the Town may reject any or all bids, waive minor informalities, cancel or rebid a solicitation, negotiate when authorized, accept alternatives identified in the solicitation, and make awards in the best interest of the Town. A written explanation shall be maintained when an award is not made to the lowest-priced responsive bidder.

10. SOLE-SOURCE AND PROPRIETARY PURCHASES

A sole-source purchase may be made when goods or services are reasonably available from only one source or when compatibility, proprietary technology, unique qualifications, patents, copyrights, warranties, or other legitimate circumstances make competition impracticable. Sole-source procurement shall not be used merely because a department prefers a particular vendor.

The requesting department shall provide written justification describing the goods or services, vendor, amount, reason competition is not practical, basis for determining the price is reasonable, and supporting documentation. Sole-source purchases shall receive approval at the level otherwise applicable to a purchase of the same amount and shall be reported to the Board of Mayor and Aldermen when required by Ordinance No. 24-539 or Tennessee law.

11. EMERGENCY PURCHASES

An emergency purchase may be made when an unforeseen condition creates an immediate and substantial threat to public health, public safety, life or property, continuity of essential Town services, critical Town infrastructure, or the Town's ability to respond to a disaster or other urgent condition. Lack of planning, failure to timely initiate procurement, or exhaustion of budgeted supplies does not ordinarily constitute an emergency.

During an emergency, competitive procedures may be suspended only to the extent reasonably necessary to address the emergency. The person authorizing an emergency purchase shall document the nature of the emergency, goods or services purchased, vendor, amount, reason normal procurement procedures could not be followed, and person authorizing the transaction. Emergency purchases shall be reported to the Town Manager and Finance Director as soon as practicable and to the Board of Mayor and Aldermen when required by law or Ordinance.

12. COOPERATIVE, STATE, AND GOVERNMENT CONTRACTS

The Town may purchase from contracts lawfully established by the State of Tennessee, federal agencies, other municipalities, counties, school systems, governmental purchasing cooperatives, public agencies, or other cooperative purchasing organizations when such purchasing is authorized by Tennessee law and the Town determines that use of the contract is advantageous.

The Finance Department shall maintain documentation identifying the contract or statutory purchasing authority relied upon. A cooperative contract shall not be used to circumvent a legal bidding requirement when the cooperative procurement does not satisfy applicable Tennessee law.

13. USED EQUIPMENT AND SURPLUS PROPERTY

The Town may purchase used or secondhand equipment when permitted by Tennessee law and when the purchase is determined to be in the Town's best interest. Before purchasing significant used equipment, the department should consider condition, remaining useful life, maintenance history, warranty, availability of parts, inspection results, comparable market pricing, and total cost of ownership. Purchases of surplus property from another governmental entity may be made without competitive bidding when authorized by law.

The Town may buy used or secondhand items from any private individual or entity without public advertisement and competitive soliciting if the Town documents the general range of value of the purchased item through a nationally recognized publication or through an appraisal by a licensed appraiser. The price paid must be no more than five percent (5%) higher than the highest value of the documented range.

14. PROFESSIONAL SERVICES

Professional services shall be procured in accordance with applicable Tennessee law. Where state law requires selection based upon qualifications rather than price, the Town shall use a qualifications-based selection process.

Professional services may include architectural, engineering, legal, auditing, financial advisory, surveying, planning, consulting, and other specialized professional services. Nothing in this Policy shall authorize competitive price bidding when state law prohibits price competition for the professional service involved. Contracts for professional services shall clearly identify the scope, compensation, duration, deliverables,

ownership of work product, insurance requirements, termination rights, and other terms appropriate to the engagement.

15. CONSTRUCTION AND PUBLIC WORKS

Construction, repair, renovation, and public-works contracts shall comply with all applicable Tennessee statutes in addition to this Policy. Departments shall coordinate construction procurements with the Town Manager, Finance Director, Town Attorney, engineer, architect, or other professional advisor as appropriate.

Where applicable, solicitations shall address contractor licensing, bid security, performance bonds, payment bonds, workers' compensation, liability insurance, applicable wage requirements, retainage, change orders, inspections, substantial completion, final completion, and closeout documentation. A department shall not divide a construction project into smaller contracts for the purpose of avoiding a statutory procurement requirement.

16. FEDERAL AND GRANT-FUNDED PURCHASES

Purchases made in whole or in part with federal or grant funds shall comply with the requirements of the funding source. When federal requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, impose stricter procurement standards than this Policy, the federal requirements shall govern.

Grant-funded procurements shall include all required documentation concerning competition, cost or price analysis, contractor eligibility, suspension and debarment, conflicts of interest, domestic-preference requirements when applicable, disadvantaged or minority business requirements when applicable, contract clauses, and grantor approvals. Departments are responsible for notifying the Finance Department when grant funds are involved before initiating a procurement.

17. PURCHASING CARDS (P-CARDS)

17.1 Incorporation of Separate P-Card Policy

The Town may issue Purchasing Cards ("P-Cards") to specifically authorized employees as an efficient method for making qualifying small-dollar purchases. All issuance, possession, security, use, documentation, reconciliation, review, suspension, and cancellation of P-Cards shall be governed by the Town of Mount Carmel Purchasing Card (P-Card) Policy, which is maintained as a standalone policy and is incorporated into this Purchasing Policy by reference.

The standalone P-Card Policy shall be read together with this Policy. If the P-Card Policy establishes a more restrictive requirement for a card transaction, the more restrictive P-Card requirement shall apply. Use of a P-Card does not alter purchasing thresholds, quote requirements, bid requirements, budget requirements, approval authority, conflict-of-interest requirements, or the prohibition against split purchases. A P-Card is a method of payment, not an alternative procurement method.

17.2 Authorized Cardholders

P-Cards may be issued only upon approval by the Town Manager and Finance Director or their authorized designees. Each card shall be assigned to a specific employee. Cardholders shall complete required training and sign a Cardholder Agreement before receiving a card.

17.3 Transaction and Monthly Limits

The Town Manager and Finance Director shall establish single-transaction limits, monthly limits, merchant-category restrictions, and other controls appropriate to each cardholder's responsibilities. A transaction may not be split into multiple charges to avoid a P-Card limit or procurement threshold.

17.4 Required Documentation

Every P-Card transaction must be supported by an itemized receipt, invoice, electronic receipt, or comparable documentation showing what was purchased. Missing-receipt procedures shall be governed by the standalone P-Card Policy.

17.5 Prohibited P-Card Uses

Unless specifically authorized under the standalone P-Card Policy, P-Cards shall not be used for personal purchases, cash advances, gift cards or cash equivalents, alcohol, fines or penalties attributable to an employee, personal entertainment, fuel for personal vehicles, purchases from a business in which the employee has a financial interest, split transactions, purchases intended to circumvent competitive procurement, or any expenditure prohibited by law or Town policy.

17.6 Sales Tax

Cardholders shall make reasonable efforts to ensure that the Town's Tennessee sales-tax exemption is applied to qualifying purchases. The Town's tax-exempt status shall not be used for personal purchases.

17.7 Reconciliation

Cardholders shall reconcile transactions within the period established by the Finance Department. Supervisors shall review and approve cardholder transactions. The Finance Department shall perform periodic review and audit of P-Card activity.

17.8 Lost or Compromised Cards

A lost, stolen, or potentially compromised P-Card shall be reported immediately in accordance with the standalone P-Card Policy.

17.9 Misuse

P-Card misuse may result in immediate suspension or cancellation of the card, repayment to the Town, loss of purchasing privileges, disciplinary action up to and including termination, referral to law enforcement when appropriate, and any other remedy available to the Town.

18. RECURRING AND BLANKET PURCHASE ORDERS

The Finance Department may authorize blanket or recurring Purchase Orders for repetitive purchases when doing so improves administrative efficiency and maintains adequate internal controls. Blanket POs shall identify the vendor, state the authorized purpose, identify the maximum authorized amount, identify the applicable fiscal period, and be limited to approved budget accounts. Blanket POs shall not be used to evade competitive procurement requirements.

19. CONTRACTS

No employee may sign a contract, agreement, subscription, lease, terms-of-service agreement, or other document legally binding the Town unless that employee has authority to do so. This includes electronic acceptance of contractual terms.

Contracts shall be reviewed by the Town Manager and, when appropriate, the Town Attorney, Finance Director, or other responsible official before execution. Multi-year contracts are subject to applicable Tennessee law and budget requirements. Departments shall provide executed contracts to the Town Recorder and Finance Department for retention.

20. INFORMATION TECHNOLOGY AND SOFTWARE

Purchases involving software, cloud services, telecommunications, cybersecurity, information systems, electronic data storage, or access to Town information systems shall receive appropriate technical review before purchase. Review should address, as applicable, cybersecurity, data ownership, data retention, system compatibility, user licensing, recurring charges, automatic renewals, privacy, breach notification, payment-card information, accessibility, termination and data return, and records-retention requirements.

Employees shall not independently subscribe the Town to technology services that create contractual or recurring financial obligations without authorization.

21. VENDOR MANAGEMENT

The Finance Department shall maintain appropriate vendor records. New vendors may be required to provide IRS Form W-9, legal business name, address, taxpayer identification information, contact information, banking information when electronic payment is requested, insurance documentation, licenses, statutory certifications, and other information reasonably required by the Town.

Changes to vendor banking information shall be independently verified using procedures established by the Finance Department to reduce the risk of payment fraud.

22. RECEIVING GOODS AND SERVICES

Departments are responsible for confirming that goods and services have been received before payment is authorized. The receiving department shall verify quantity, condition, conformity with specifications, completion of services, and accuracy of the invoice. Discrepancies shall be promptly reported to the vendor and Finance Department.

Payment shall not be approved for goods or services that have not been satisfactorily received unless advance payment is customary, necessary, contractually required, and appropriately authorized.

23. INVOICE APPROVAL AND ACCOUNTS PAYABLE

Invoices shall be submitted promptly to the Finance Department. Before payment, appropriate personnel shall verify that the purchase was authorized, goods or services were received, the invoice is accurate, pricing agrees with the PO (if applicable), quote, bid, or contract, the expenditure is charged to the correct account, and all required supporting documentation is present.

Whenever practical, the Town shall maintain segregation among the functions of requesting, approving, purchasing, receiving, and paying.

24. CHANGE ORDERS AND CONTRACT AMENDMENTS

Change orders and amendments shall not be used to circumvent competitive procurement. A proposed change shall be documented and approved before additional work is performed whenever practical.

Approval shall consider the original contract amount, cumulative amendments, revised total contract amount, available budget, scope, procurement method originally used, and whether additional competitive procurement is legally required. Changes requiring Board of Mayor and Aldermen approval shall be presented to the Board before execution except in a documented emergency.

25. CONFLICTS OF INTEREST AND ETHICS

Town officials and employees shall comply with all applicable ethics and conflict-of-interest requirements. No employee or official shall participate in a procurement decision when the individual has a prohibited financial interest or other conflict.

Employees shall not solicit or accept anything of value intended to influence an official purchasing decision; disclose confidential bid information; use Town purchasing power for personal benefit; direct Town business to a vendor for improper personal reasons; or participate in collusive or anticompetitive activity. Potential conflicts shall be disclosed promptly to the Town Manager and, where appropriate, the Town Attorney.

26. GRATUITIES, GIFTS, AND VENDOR INCENTIVES

Employees shall not accept gifts, rebates, rewards, gift cards, personal discounts, travel, entertainment, or other benefits from vendors when acceptance could influence or reasonably appear to influence a Town purchasing decision. Vendor rebates, credits, promotional items, refunds, reward points, or incentives arising from Town purchases belong to the Town and shall be applied for the Town's benefit unless otherwise permitted by law and policy.

27. LOCAL VENDORS

The Town may encourage local vendor participation; however, no local-preference program shall be applied unless specifically authorized by ordinance or applicable law. Solicitations shall provide qualified vendors a fair opportunity to compete.

28. PROTESTS AND PROCUREMENT QUESTIONS

A vendor who believes a formal procurement was administered inconsistently with the solicitation or applicable Town procedures may submit a written protest to the Town Manager within the period stated in the solicitation. The protest shall identify the procurement involved, protesting vendor, specific basis of protest, relevant facts, and requested remedy.

The Town Manager may consult the Town Attorney before issuing a decision. A protest does not automatically stay a procurement unless the Town Manager determines that a stay is in the Town's interest.

29. RECORDS RETENTION AND PUBLIC RECORDS

Procurement records shall be maintained in accordance with the Town's records-retention schedule and applicable Tennessee law. Records may include Purchase Orders, quotations, bid advertisements and submissions, bid tabulations, evaluations, contracts, amendments, sole-source justifications, emergency-purchase documentation, invoices, receiving documentation, P-Card records, grant procurement documentation, and approvals.

Procurement records are subject to the Tennessee Public Records Act except to the extent a record or information is confidential under applicable law.

30. ASSET CONTROL

Capital assets and controlled property purchased by the Town shall be reported to the Finance Department and recorded in the Town's asset records as required by the capitalization and asset-control policies. Departments are responsible for safeguarding Town property assigned to them.

Disposal of Town property shall be conducted only through methods authorized by law and Town policy. No employee may sell, trade, discard, transfer, or personally retain Town property without authorization.

31. UNAUTHORIZED PURCHASES

An unauthorized purchase includes any purchase made without required approval, without available budget authority, without required quotations or bidding, by an unauthorized person, in violation of the P-Card Policy, through an intentionally split transaction, or otherwise contrary to this Policy.

The Town is not obligated to approve or reimburse an unauthorized commitment solely because goods or services have been delivered. Unauthorized purchasing activity may result in revocation of purchasing authority and disciplinary action.

32. PERSONAL PURCHASES

Town accounts, contracts, discounts, tax-exempt status, vendor relationships, P-Cards, Purchase Orders, shipping accounts, or other purchasing resources shall not be used for personal purchases. Employees shall not combine personal and Town purchases in the same transaction.

33. RESPONSIBILITIES

Board of Mayor and Aldermen

The Board shall establish purchasing policy and procurement thresholds by ordinance or resolution as required; approve contracts and purchases requiring Board authorization; approve budget appropriations; exercise oversight of significant procurement matters; and receive reports required by law.

Town Manager

The Town Manager shall serve as purchasing agent unless otherwise designated; administer this Policy; authorize purchases within delegated authority; oversee formal procurements; approve exceptions when legally authorized; address procurement disputes; and recommend improvements to purchasing procedures.

Finance Director

The Finance Director shall verify budget availability; maintain financial purchasing controls; administer Purchase Orders; maintain vendor records; oversee accounts payable; administer the P-Card program with the Town Manager; retain required purchasing documentation; monitor compliance; report identified deficiencies; and develop administrative procedures consistent with this Policy.

Department Heads

Department Heads shall plan departmental purchasing needs; ensure purchases are budgeted; obtain required quotations; approve legitimate departmental expenditures; ensure goods and services are received; safeguard Town property; supervise employee purchasing activity; and ensure compliance with this Policy.

Employees

Employees authorized to make purchases shall understand this Policy; make purchases only for legitimate Town purposes; remain within delegated authority; maintain receipts and documentation; protect P-Cards and purchasing credentials; disclose conflicts of interest; and promptly report errors, fraud, or suspected misuse.

34. FRAUD AND SUSPECTED MISUSE

Suspected procurement fraud, theft, falsification, collusion, P-Card abuse, kickbacks, conflicts of interest, or other financial misconduct shall be reported immediately to appropriate Town management. The Town may refer suspected illegal activity to the appropriate law-enforcement, audit, or regulatory authority. Nothing in this section limits any reporting obligation established under Tennessee law.

35. ADMINISTRATIVE PROCEDURES

The Town Manager and Finance Director are authorized to develop forms and administrative procedures necessary to implement this Policy, provided such procedures do not conflict with an Ordinance, this Policy, or applicable law.

Administrative procedures may include requisition forms, quote forms, sole-source forms, emergency-purchase forms, bid templates, Purchase Order procedures, vendor setup requirements, P-Card procedures, contract-routing procedures, approval matrices, and year-end purchasing deadlines. Administrative procedures may be revised without amending this Policy when revisions do not alter purchasing authority or a requirement established by ordinance or law.

36. INTERPRETATION

Questions concerning interpretation of this Policy shall be referred to the Town Manager and Finance Director. Legal questions shall be referred to the Town Attorney. No interpretation may waive a requirement imposed by ordinance or state or federal law.

37. VIOLATIONS

Failure to comply with this Policy may result in rejection or delay of payment, revocation of purchasing authority, suspension or cancellation of a P-Card, requirement for reimbursement, disciplinary action, contract remedies, referral for investigation, or other action permitted by law.

38. SEVERABILITY

If any provision of this Policy is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

39. RELATIONSHIP TO ORDINANCE NO. 24-539

This Policy is intended to implement the purchasing authority and procurement requirements established by Ordinance No. 24-539. Ordinance No. 24-539 remains controlling with respect to the Town's legally established competitive procurement threshold and any other requirements adopted by the Board of Mayor and Aldermen.

Any subsequent ordinance amending the Town's procurement threshold or purchasing authority shall automatically supersede inconsistent dollar amounts or provisions contained in this administrative Policy.

42. EFFECTIVE DATE

This Policy shall become deemed effective as of July 1, 2026. All prior administrative purchasing procedures inconsistent with this Policy are superseded to the extent of the inconsistency, except that Ordinance No. 24-539 and other duly enacted ordinances remain controlling.

APPROVED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION 26-692

Date: August 27, 2026

Mayor: _____

Town Manager: _____

Town Recorder/Finance Director: _____



LEGISLATIVE MEMORANDUM

Date	August 27, 2026	Agenda Item	Prop. Issue- 912 S. Sherbrooke
Prepared By	Tyler Williams, Town Manager	Department	Administration

Summary

The Board is asked to provide direction regarding a shed, parking pad, and retaining wall located within an unopened public street right-of-way adjacent to 912 S. Sherbrooke Circle.

The right-of-way was established as part of the Brookshire Hills Phase 3 subdivision and was intended to provide a potential future street connection to the undeveloped property behind the subdivision. Although the street has never been constructed, the Town continues to hold public street rights in the corridor.

The Town Attorney has outlined several options available to the Board, ranging from taking no action or requiring removal of the improvements to granting an easement or permanently vacating the right-of-way.

Fiscal Impact

None.

Staff Recommendation

Staff recommends Option C – allowing the existing improvements to remain under a recorded, revocable encroachment agreement.

Attachments

Memo from Town Attorney regarding 912 S. Sherbrooke

**PRIVILEGED AND CONFIDENTIAL — ATTORNEY-CLIENT
COMMUNICATION
MEMORANDUM**

TO: Board of Mayor and Aldermen, Town of Mt. Carmel, Tennessee
FROM: Grace E. Studer, Spurrell, Studer & Matney Law Group, PLLC
DATE: 07/20/2026
RE: Shed, parking pad, and retaining wall built in the unopened street right-of-way next to 912 S. Sherbrooke Circle — the Town's options

I. PURPOSE AND SUMMARY

This memorandum is informational. It explains the Town's legal position regarding private improvements — a shed, a parking pad, and a small retaining wall — that were built inside an unopened street right-of-way next to 912 S. Sherbrooke Circle, and it lays out the Town's options so the Board can decide how to proceed.

The short version. The strip of land in question is not a spare piece of Town property that can simply be sold off. It is an unopened public street: when the Brookshire Hills Phase 3 subdivision was created in 1991, the developer's recorded plat set this strip aside as a future street, intended to one day connect South Sherbrooke Circle to the large undeveloped tract behind the subdivision. No road was ever built, but the strip is still legally a public street. The homeowners at 912 S. Sherbrooke Circle built improvements in it, they are now selling their home, and their buyer wants the encroachment resolved before closing. Based upon the information presently available, the homeowners do not appear to possess any ownership interest in the public right-of-way and the Town is under no obligation to act on their timeline. The Board's real choice is between two paths: keep the street corridor for the Town's future use while allowing the improvements to stay under a written, revocable agreement — or give up the corridor permanently by formally “vacating” the street. As explained below, giving it up is more complicated than it sounds: it would not actually give the buyer clean title, because neighboring lot owners may hold their own private rights in the strip, and it would permanently surrender the only platted street access to the undeveloped land behind the subdivision.

II. KEY TERMS

This matter turns on distinctions between different kinds of property rights. The following plain-language definitions are used throughout this memorandum.

Fee simple (“fee”) — Full, outright ownership of land — what most people mean when they say they “own” property. The owner can sell it, lease it, or give it away.

Plat — The recorded map that creates a subdivision. It shows the individual lots and the streets that serve them, and it is filed in the county Register of Deeds office.

Right-of-way — A strip of land set aside for a street, whether or not a street has actually been built on it. An “unopened” right-of-way is one where the street was never constructed.

Dedication — The act by which a developer, through the recorded plat, gives the public the right to use the platted streets. *Important:* a dedication normally gives the public only the right to use the strip as a street. The underlying ownership of the dirt itself usually stays with the adjoining lot owners, out to the middle of the street.

Easement — A permanent legal right to use someone else's land for a specific purpose. An easement is recorded in the land records, stays with the land when it is sold, and is very difficult to undo. The Town's interest in this corridor is a public street easement created by the plat dedication.

License — Permission to use land that can be taken back. Unlike an easement, a license gives the holder no ownership interest of any kind. A written, recorded license can allow existing improvements to stay while preserving the owner's right to revoke the permission later.

Vacation — The formal process — by ordinance of the Board — through which a town gives up its public rights in a street. Vacation removes the public's street easement; it is not a sale, and the Town receives nothing for it.

Adverse possession / prescriptive rights — Sometimes called “squatter's rights”: doctrines under which someone who openly uses another person's private land long enough can gain legal rights in it. Private parties generally cannot acquire ownership or prescriptive rights against municipal property devoted to a public use.

Marketable (“clean”) title — Ownership free of defects and third-party claims that a reasonable buyer would object to. This is what the purchaser of 912 S. Sherbrooke Circle is asking for.

III. BACKGROUND

The strip at issue lies immediately east of 912 S. Sherbrooke Circle (Tax Parcel 012C A 014.00), between that lot (Lot 14 of Brookshire Hills Phase 3) and Lot 13. It runs south from South Sherbrooke Circle toward the large undeveloped tract behind the subdivision. Although it has never been opened or paved, it was platted in 1991 as part of the subdivision's street system. At some point, improvements were built inside the strip: a shed, a parking pad, and a small retaining wall.

The current homeowners purchased the property in May 2022 for \$313,500 and have now listed it for sale. The buyer's title examination and survey revealed the encroachments, and the buyer has asked that they be resolved before closing. The sellers have asked the Town for a resolution that does not require them to tear out the improvements.

Two points frame everything that follows. First, the improvements have created no legal rights against the Town — the homeowners do not own any part of the strip and cannot sell any part of it, no matter how long the improvements have been there. Second, the pending home sale places no legal obligation on the Town. The Board is free to decide this matter based on the Town's own long-term interests, including whether the corridor may be needed for a future street, rather than on the sellers' closing schedule.

IV. WHAT THE TOWN ACTUALLY HOLDS

The first question in any matter like this is what kind of interest the Town has: does it own the strip outright (in fee simple), or does it hold a street easement created by dedication? The answer controls which options are legally available. That question has now been answered by pulling the records from the Register of Deeds.

Based on the records reviewed to date, the Town appears to hold a dedicated public street easement rather than fee ownership. The recorded plat of Brookshire Hills Phase 3 (Plat Cabinet 2, Slide 567B, approved 1991) contains the developer's certificate dedicating “all streets, alleys, walks, parks, and other open spaces to public or private use as noted.” The strip appears on that plat as part of the dedicated street system: the survey geometry shows matching 25-foot corner curves on both sides of the strip where it meets South Sherbrooke Circle — the signature of a street entrance, not an ordinary boundary between two lots. The plat also notes roughly 0.88 acres of new road in the subdivision and shows the strip pointing directly at the adjoining undeveloped tract (identified on the plat as the Allandale Associates property, Deed Book 125, Page 333). In other words, the strip was deliberately reserved as the future street connection to that land.

Because the Town's interest comes from a dedication, three consequences follow, and each one matters to the Board's decision:

- The Town cannot sell the strip. A dedication gives the Town a street easement; the underlying land itself belongs to the adjoining lot owners. There is no Town-owned fee to convey (unless later title work turns up a separate deed to the Town, which nothing currently suggests).
- If the Town vacates the street, the strip does not go to the sellers alone. When a platted street is vacated, each adjoining owner generally ends up holding their side of the strip out to the middle. Here, the sellers' lot (Lot 14) would take the western half, and the owner of Lot 13 would take the eastern half. If any of the improvements sit past the middle line, vacating the street would simply convert a Town encroachment problem into a boundary dispute between two neighbors. The survey needs to be laid over the strip's centerline before vacation is seriously considered.
- Vacation alone may not eliminate all title concerns because adjoining property owners may retain private easement rights arising from the recorded subdivision plat. Under long-standing Tennessee law, people who buy lots in a subdivision based on the recorded plat acquire their own private rights in the platted streets — rights that are separate from the public's rights and that generally survive even if the town later vacates the street. That means the owner of Lot 13, the owner of the undeveloped tract behind the subdivision, and potentially other Brookshire Hills lot owners could still hold enforceable rights in the strip after a vacation. See *Rogers v. Sain*, 679 S.W.2d 450 (Tenn. Ct. App. 1984). Vacation removes only the Town from the picture; it does not clear the strip of everyone else.

One procedural note: the 1991 plat was approved by the Regional Planning Commission using forms consistent with approval in unincorporated Hawkins County, which suggests the subdivision may have been annexed into the Town afterward.

V. THE LEGAL GROUND RULES

A. The homeowners have gained no rights in the strip.

In Tennessee, no one can acquire rights in property a town holds for public purposes through long use, no matter how open or long-standing that use has been — the squatter's-rights doctrines simply do not run against public property. Nor does a town owe anyone compensation for improvements it never authorized on its property; towns have no duty to patrol their land to catch encroachments as they happen. See

Bledsoe County v. McReynolds, 703 S.W.2d 123, 126 (Tenn. 1985); *Morris v. Simmons*, 909 S.W.2d 441 (Tenn. Ct. App. 1993). **The practical upshot: the homeowners hold nothing in the strip, can convey nothing in it to their buyer, and the passage of time has changed none of that.**

B. “Never built” does not mean “abandoned.”

The fact that the street was never constructed does not mean the Town has lost it. Tennessee requires a deliberate, formal act — here, an ordinance — before a town gives up a public street; a street cannot be lost by inaction or the mere passage of decades. *Griffis v. Davidson County Metro. Gov't*, 164 S.W.3d 267, 279 (Tenn. 2005). **The corridor remains a public street today.**

C. The Board has the authority, and the procedure is set by the charter.

The Town's general law charter expressly gives the Board the power to establish, open, alter, extend, relocate, and vacate streets (Tenn. Code Ann. § 6-2-201(15)), along with general authority over Town property and contracts (§ 6-2-201(8) and (4)). Any vacation must be done by ordinance: two readings on separate days, passage by a majority of a quorum with the ayes and nays recorded, and publication of the ordinance or its caption before it takes effect (§§ 6-2-102, 6-2-101).

D. If the Town demands removal, litigation carries some risk.

If the Board chooses to require removal and the owners refuse, the Town's remedy is a lawsuit. One caution: in disputes between private neighbors, Tennessee courts sometimes decline to order an innocent encroacher to tear out improvements and instead award money damages. *Cross v. McCurry*, 859 S.W.2d 349 (Tenn. Ct. App. 1993). Whether a court would take that softer approach against structures sitting in a public street corridor is doubtful — courts protect public streets more zealously than private boundaries — but any lawsuit involves expense and some uncertainty, and the Board should weigh that.

E. Public property cannot be given away for private benefit.

Board decisions about Town property must serve a public purpose; officials may not use public property to hand out uncompensated private benefits. *Osborne v. Allen*, 143 Tenn. 343 (1920). Because the Town appears to hold only a dedicated street easement rather than fee ownership, there is likely no Town-owned land to convey. A revocable license avoids permanently transferring any property interest and therefore minimizes concerns regarding disposition of public property. As a revocable permission rather than a conveyance, it may also include administrative fees,

insurance requirements, indemnification, inspection rights, and other conditions protecting the Town.

F. Who could challenge the Board's decision.

Potential challengers would most likely include adjoining landowners or others possessing private easement rights affected by the proposed vacation. *Lewis v. Cleveland Mun. Airport Auth.*, 289 S.W.3d 808, 816 (Tenn. Ct. App. 2008). The people who could have standing are those whose own property rights are affected — most obviously the owner of Lot 13 across the strip, and the owner of the undeveloped tract the street was platted to reach. If the Board ever considers vacating the street, those owners should receive direct notice, both as a matter of fairness and to reduce the risk of a later challenge.

VI. WHY THE CORRIDOR MAY MATTER LATER

The recorded plat indicates that the strip was reserved as a future street connection. The 1991 plat shows it was deliberately reserved as the street connection between South Sherbrooke Circle and the large undeveloped tract behind the subdivision. If that tract is ever developed, this corridor may be the most practical — possibly the only — platted way to extend the Town's street network into it. If the Town gives the corridor up now and needs access later, it would have to buy new right-of-way at whatever it then costs, assuming suitable land is even available.

At the same time, the improvements sitting in the strip today interfere with nothing, because no road exists and none is currently planned. That is precisely the situation a revocable license is built for: the improvements stay for now, the pending home sale can close, and the Town keeps every future option — including the option to open the street someday. Vacation, by contrast, is one-way: it permanently surrenders the public corridor, does not clear the private rights other lot owners may hold in the strip, and forecloses the street connection the subdivision's designers planned for.

Before any permanent decision, annexation history should be confirmed, and the Board should consult the Planning Commission about the corridor's future value and any development interest in the rear tract and overlay the survey on the strip's centerline as described above.

VII. THE TOWN'S OPTIONS

Each option below is legally available, but they are not equally practical. Because the strip is a dedicated public street rather than Town-owned land, the Board's real policy

choice is between preserving the corridor while accommodating the improvements, and permanently giving the corridor up.

Option A — Do nothing.

The Town has no legal duty to act. The encroachments would keep surfacing in every future sale or refinance of the property, and the parties to those transactions would have to deal with the resulting title objections on their own.

What this means for the Town: every Town right is preserved and nothing is spent, but the problem returns with every future sale, and the Town has no written agreement making the homeowners responsible for maintaining the improvements — including the retaining wall, which sits in the public right-of-way with no one formally answerable for it.

Option B — Require the improvements to be removed.

The Board may direct the owners to remove the shed, parking pad, and retaining wall and restore the strip at their own expense, and may sue to compel removal if they refuse (see Part V.D).

What this means for the Town: the corridor is fully restored and the strongest message is sent about building on public rights-of-way — but at the cost of litigation risk if the owners resist, and possible community friction if the improvements turn out to have been built innocently by prior owners years ago. Whether the current owners built or inherited the improvements should be confirmed before this option is pursued.

Option C — Allow the improvements to stay under a recorded, revocable agreement.

The Town and the owners would sign a recorded encroachment agreement stating that the improvements may remain — as a revocable license only, not as an easement and not as any transfer of property. Under Tennessee law a license gives permission without conveying any interest in land, and it can be revoked if the Town ever needs the corridor for a street, utilities, drainage, or any other public purpose. See *Dandridge v. Patterson*, 827 S.W.2d 797 (Tenn. Ct. App. 1991).

A recorded encroachment agreement often assists purchasers and title insurers in evaluating the encroachment, although individual underwriting decisions remain with the title insurer. The buyer takes the property knowing the improvements sit in a public right-of-way by permission — which is simply the truth of the situation.

The agreement should, at a minimum:

- cover only the existing improvements, exactly as shown on the survey (attached as an exhibit), with no enlargement, replacement with anything bigger, or new encroachments;
- state plainly that the Town owns the public street rights, that the permission is a revocable license, and that no ownership, easement, or other property right is being created;
- confirm that no rights arise by long use, estoppel, or money the owners have spent or will spend on the improvements;
- allow the Town to revoke on written notice whenever the corridor is needed for a public purpose, with removal and restoration entirely at the owner's expense;
- make the owners fully responsible for maintaining the improvements — expressly including the retaining wall, its drainage, and its structural condition;
- permit the Town, upon reasonable notice, to enter the property to inspect the improvements;
- acknowledge that the owners assume all risk associated with the continued existence of the improvements within the public right-of-way;
- require the owners to indemnify the Town and, if the Board wishes, carry liability insurance naming the Town as an additional insured;
- be recorded at the owners' expense and bind all future owners of the property.

What this means for the Town: the pending sale can close, the corridor and every future planning option are preserved, responsibility for the wall and other improvements is placed in writing on the private owners where it belongs, and the Town gains a template it can reuse the next time an encroachment like this surfaces. The trade-off is that future owners of the home hold the improvements under revocable permission rather than outright — but that accurately reflects what the strip legally is.

Option D — Grant a limited easement.

The Board could instead grant the owners an easement covering the existing improvements, with the Town reserving superior rights for future street and utility use.

What this means for the Town: little advantage over Option C, with added complications. A permanent easement burdens the corridor forever and would have to be bought out or litigated around if the street is ever opened. An easement that ends whenever the Town decides to open the street is, in practice, just the Option C

license wearing a different label — while creating a conveyed property interest that raises valuation and consideration questions a license avoids. Unless the Board specifically intends to give the owners a permanent property right, the license accomplishes the same result more simply.

Option E — Vacate the street.

The Board may conclude the corridor will never be needed and adopt an ordinance vacating it, following the charter procedure in Part V.C and reserving any utility easements.

What this means for the Town: this is the permanent option, and the title and plat research has revealed it delivers less than it appears to. Vacation removes only the Town's rights — the private rights other lot owners hold through the recorded plat may survive, so the buyer still would not receive clean title. The sellers would receive only the western half of the strip (the eastern half going to Lot 13's owner), so if any improvement crosses the centerline, the Town would have traded its own manageable encroachment issue for a boundary dispute between two of its residents. And the Town would permanently surrender the planned street connection to the undeveloped tract, which could cost real money to replace if that land ever develops. The owners of Lot 13 and the rear tract would be entitled to notice and could oppose the ordinance.

Option F — Sell the strip (not currently available).

Because the Town holds a street easement created by dedication rather than outright ownership, there is no Town-owned land here to sell. This option would come into play only if further title work unexpectedly uncovered a separate deed giving the Town fee ownership — in which case any sale would require an appraisal, fair consideration, a surveyed legal description, and compliance with the procedures governing disposition of Town property. On the current record, the Board should treat this option as unavailable.

VIII. WHAT THE BOARD IS ASKED TO DO

The Board is asked to review this memorandum and determine how the Town wishes to proceed. Based upon the records reviewed to date, the strip appears to be a dedicated, unopened public street, leaving the Board with a policy decision as to whether to preserve the corridor for future public use or permanently relinquish it. If the Board's immediate objective is to accommodate the pending sale while preserving all public rights, it may direct our office to negotiate and prepare a recorded revocable encroachment agreement. The Board likely possesses authority under its general statutory powers over municipal streets and property to authorize a revocable license

that conveys no property interest, remains subject to termination whenever the right-of-way is needed for a public purpose, and does not constitute a vacation or abandonment of the public street. Such an agreement may address the parties' immediate closing concerns while preserving the Town's flexibility to revisit vacation or any other course of action after the remaining factual questions—including annexation history, future planning considerations, and confirmation of the Town's property interest—have been fully resolved.

EXHIBIT A

WARRANTY DEED

File No. 22-52168

THIS INDENTURE made and entered into on this 3rd day of May, 2022, by and between **BRYAN K. CLEMONS and wife, DESTENY LYNN CLEMONS**, hereinafter called Parties of the First Part, and **CHRISTOPHER BRENT CASEBOLT and wife, MICHELE R. CASEBOLT**, hereinafter called Parties of the Second Part.

(Wherever used herein, the singular shall include the plural and the use of any gender shall be applicable to all genders.)

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties of the First Part have bargained and sold and by these presents do hereby transfer and convey unto the Parties of the Second Part, their heirs and assigns, the following described property situated within the 7th Civil District of Hawkins County, Tennessee, more particularly bounded and described as follows, to-wit:

CONTROL MAP 12C, GROUP A, PARCEL 014.00

BEGINNING at an iron pin on the southerly side of South Sherbrooke Circle, corner for Lots 14 and 15; thence with the divisional line between Lots 14 and 15, S. 13° 50' E., 209.97 feet to an iron pin, rear corner for Lot 14 and in the line of Allandale Association property; thence with the rear lot line of Lot 14 and Allandale Associates property, N. 76° 13' E., 99.38 feet to an iron pin, rear corner for Lot 14; thence with the divisional line of Lot 14, N. 13° 49' W., 175.05 feet to an iron pin; thence with a curve to the left a radius of 25.00 feet, an arc distance of 39.37 feet to an iron pin; thence N. 14° 27' W., 9.98 feet to an iron pin on the southerly side of South Sherbrooke Circle; thence with the said side of South Sherbrooke Circle, S. 76° 06' W., 74.32 feet to the point of BEGINNING, being Lot 14, Phase III, Brookshire Hills Subdivision as shown on plat of survey by Terry L. Greenwell, Surveyor, dated September 7, 1995; also shown on map of record in the Register's Office for Hawkins County at Rogersville, Tennessee, in Plat Cabinet 2 Slide 567B.

This is the same description as in the previous deed of record.

BEING the same property conveyed to Bryan K. Clemons by a Special Warranty Deed dated the 27th day of November, 2012, from Stone Financing, LLC, recorded in the Register's Office for Hawkins County, Tennessee at Rogersville, in Book 1090 Page 205, to which reference is here made.

*This Instrument Was Prepared By
Michael J. Hickie, Esq.
CARRIER AND HICKIE
206 Princeton Drive, Suite 44
Johnson City, Tennessee 37601*

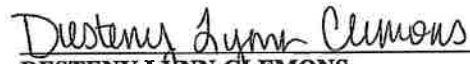
TO HAVE AND TO HOLD the said property together with all rights, privileges and appurtenances thereunto belonging unto the Parties of the Second Part, their heirs and assigns, forever in fee simple.

The Parties of the First Part covenant with the Parties of the Second Part, their heirs and assigns, that they are lawfully seized and possessed of the property hereby conveyed; that they have a good and lawful right to sell and convey the same; that the title to said property is free and unencumbered; and that they will forever warrant and defend the title to the said property against the lawful claims and demands of all persons whomsoever.

This conveyance is made subject to any and all easements, rights-of-way and restrictive covenants as may appear of record or not of record.

IN WITNESS WHEREOF, the Parties of the First Part hereunto sign their names on the day and year first above written.

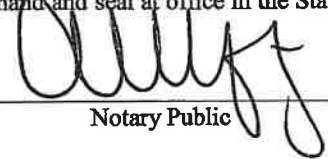

BRYAN K. CLEMONS


DESTENY LYNN CLEMONS

**STATE OF TENNESSEE
COUNTY OF WASHINGTON**

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, **BRYAN K. CLEMONS and wife, DESTENY LYNN CLEMONS**, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in the State and County aforesaid this 3rd day of May, 2022.


Notary Public

My Commission Expires:
04/01/2026



STATE OF TENNESSEE
COUNTY OF WASHINGTON

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is \$313,500.00, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Michele R. Casebolt
Affiant

Sworn and subscribed to before me this 3rd day of May, 2022

Angel B Hefty
Notary Public



My Commission Expires:
04/01/2026

Property Owner: CHRISTOPHER BRENT CASEBOLT and wife, MICHELE R. CASEBOLT
Address: 912 S. SHERBROOKE CIRCLE, MOUNT CARMEL, TN 37645
Person or Agency responsible for payment of taxes:
CHRISTOPHER BRENT CASEBOLT and wife, MICHELE R. CASEBOLT
Address: 912 S. SHERBROOKE CIRCLE, MOUNT CARMEL, TN 37645

THE LEGAL DESCRIPTION OF THE REAL ESTATE HAS BEEN FURNISHED TO THE DRAFTSMAN BY THE GRANTOR(S) OR A THIRD PARTIES OR HAS BEEN OBTAINED FROM THE PUBLIC RECORDS. THE DRAFTSMAN ASSUMES NO LIABILITY AS TO THE ACCURACY OR CONTENT THEREOF. UNLESS A SEPARATE TITLE OPINION HAS BEEN FURNISHED TO THE GRANTEE(S), THE DRAFTSMAN ASSUMES NO LIABILITY AS TO THE STATE OF THE TITLE OF THIS REAL ESTATE AND THEN ONLY TO THE EXTENT AS SET FORTH IN THE TITLE OPINION. FAILURE TO PROMPTLY RECORD THIS DEED IN THE APPROPRIATE REGISTER OF DEEDS' OFFICE COULD JEOPARDIZE THE GRANTEE(S) RIGHTS IN AND TO THIS REAL ESTATE.

Carrier & Michele - ew

BK/PG: 1460/642-644

22003590

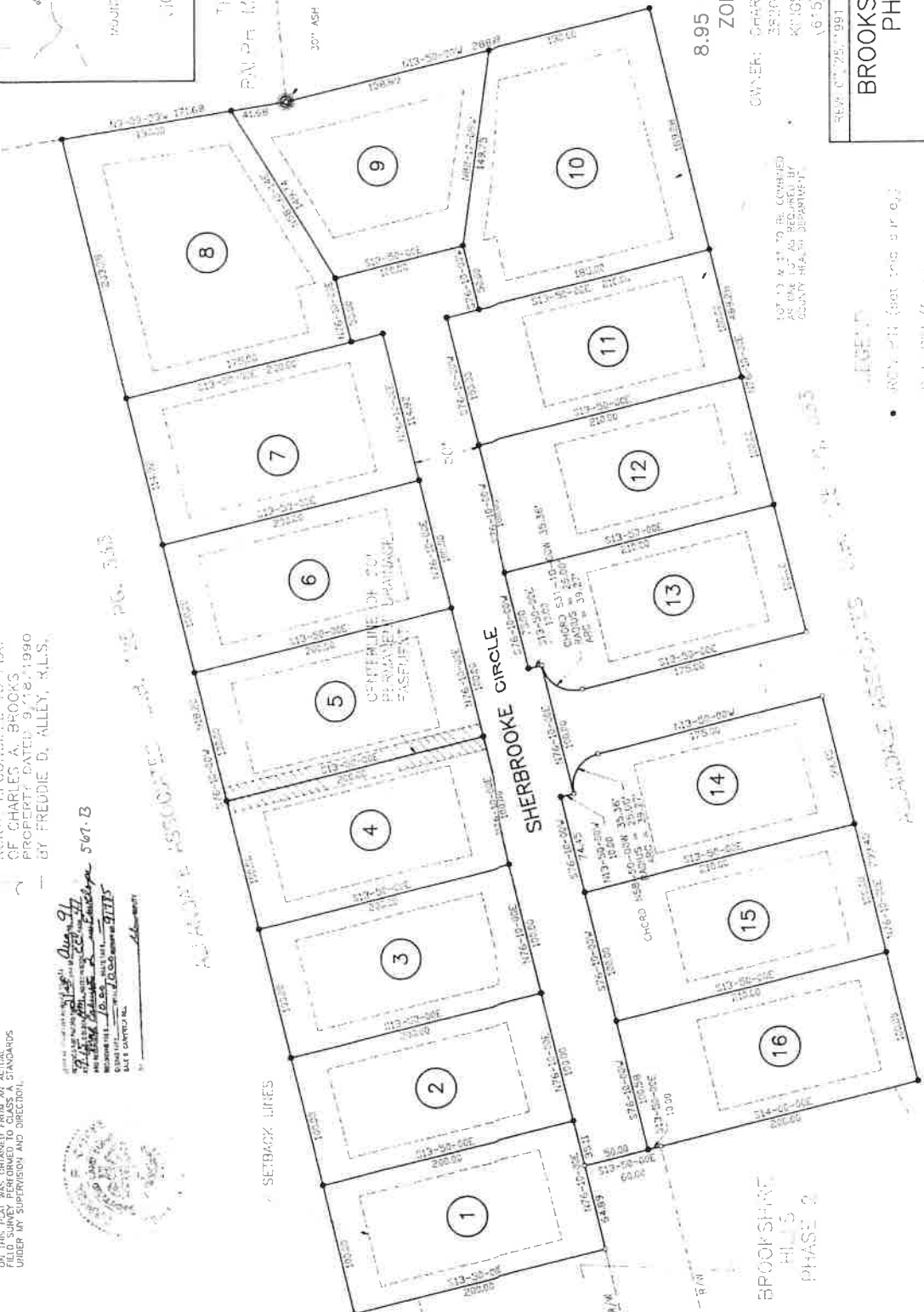
3 PGS:AL-WARRANTY DEED	
JUDY BATCH: 150875	
05/09/2022 - 09:50 AM	
VALUE	313500.00
MORTGAGE TAX	0.00
TRANSFER TAX	1159.95
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1177.95

STATE OF TENNESSEE, HAWKINS COUNTY
JUDY KIRKPATRICK
REGISTER OF DEEDS

EXHIBIT B

[illegible]

567. B



OWNER: CHARLES A. BROOKS
3920 LAKE VALLEY DRIVE
KINGSPORT, TN. 37664
(615) 288-4301

**BROOKSHIRE HILLS
PHASE 3**

GREENVILLE
PLANNERS • SURVIVORS • PIONEERS
 P.O. BOX 1466 GREENVILLE, TN 37744 (615) 638-9191
 SAVE THE TREES! DATE 10/10/95
 BY NO 400A02 SPECIALTY CARS CORP.

• **Wavelength (nm):** 400-700 nm

COL. B. L. (1912),
CORP. B. L.

16 OF 16 PAGES

ROUTING STRATEGIES:

FFONT (lots 1-10) 30'
FFONT (lots 11-16) 60'
SIDES 15'
REAR 25'

NOTE: SEE ROADWAY PLAN AND WATERLINE PLAN
FOR PAVEMENT, DRAINAGE, AND UTILITIES.

[illegible]

7-79
Wm. B. Booth

7-29
Bobby D. Hickman

8-20
James B. Davis

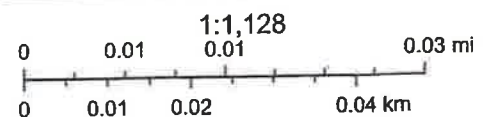
EXHIBIT C

Hawkins County - Parcel: 012C A 014.00



Date: July 10, 2026

County: HAWKINS
Owner: CASEBOLT CHRISTOPHER BRENT & MICHELLE R
Address: S SHERBROOKE CIR 912
Parcel ID: 012C A 014.00
Deeded Acreage: 0
Calculated Acreage: 0



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, Commonwealth of Kentucky, VGIN, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are compiled from information maintained by your local



Jerry G King
Town and Country Realty
4233416517
jerry.king@townandcountryrealty.org

Map for Parcel Address: 912 S Sherbrooke Cir Mt Carmel, TN 37645-4052 Parcel ID: 012C A 014.00

