



BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

March 26, 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. Recognition of Public Safety Employees
7. Approval and/or Correction of the minutes of the Board of Mayor and Aldermen Meeting dated February 26, 2026, monthly financial report, and department reports.
8. Visitors' Comments:
9. Old Business:
 - A. SECOND READING: Ordinance 26-545: Municipal Court Costs-Pay Per Offense Fee
10. New Business:
 - A. DISCUSSION AND CONSIDERATION: Resolution 26-673: Sewer Rate and Charges, eff. April 1, 2026
 - B. DISCUSSION AND CONSIDERATION: Resolution 26-674: Commemorating America 250
 - C. DISCUSSION AND CONSIDERATION: Resolution 26-675: Dissolution of Business and Economic Development Committee
 - D. DISCUSSION AND CONSIDERATION: Resolution 26-676: Interlocal Agreement with Town of Rogersville for Mutual Assistance with Municipal Services
 - E. DISCUSSION AND CONSIDERATION: Resolution 26-677: LPRF Grant Contract Authorization
 - F. DISCUSSION AND CONSIDERATION: Interlocal Agreement with City of Kingsport for Residential Refuse Collection Services
 - G. DISCUSSION AND CONSIDERATION: Mayor's Appointment to fill Parks Committee Vacancy
 - H. DISCUSSION AND CONSIDERATION: Surplus Items
11. Board Comments: Mayor, Vice-Mayor, Aldermen
12. Staff Comments: Town Manager, Asst. Town Manager, Town Attorney
13. Adjourn



TOWN OF MOUNT CARMEL
BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

A regularly scheduled meeting of the Town of Mount Carmel, Tennessee Board of Mayor and Aldermen was held at Mount Carmel Town Hall, 100 East Main Street, on February 26, 2026, at 5:30 p.m.

CALL TO ORDER

5:33 pm by Mayor John Gibson

INVOCATION AND PLEDGE OF ALLEGIANCE

Led by Vice-Mayor Bare and Alderman Shugart

ROLL CALL:

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

WELCOME FROM THE MAYOR

Mayor Gibson welcomed everyone

APPROVAL and/or correction of the January 29, 2026, Board of Mayor and Aldermen Special Called meeting minutes, departmental and financial reports.

Motion: Alderman Shugart

Second: Alderman Binstock

Approved: All present voting in favor

VISITOR COMMENTS

None

OLD BUSINESS

None

NEW BUSINESS

A. FIRST READING: Ordinance 26-545: Municipal Court Costs-Pay Per Offense Fee

Motion: Alderman Shugart
Second: Alderman Binstock

	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	✓		

B. DISCUSSION AND CONSIDERATION: Resolution 26-671: Participation in 2026 CDBG Grant

Motion: Alderman Shugart
Second: Alderman Binstock

	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	✓		

C. DISCUSSION AND CONSIDERATION: Resolution 26-672: Participation in 2026 LPRF Grant

Motion: Alderman Shugart
Second: Alderman Binstock

	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	✓		

D. DISCUSSION AND CONSIDERATION: Hawkins County ECD- Future Actions

To authorize the Town Manager to proceed with negotiations, establishing a working group, and contact state legislators.

Motion: Alderman Shugart
Second: Alderman Binstock

	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	✓		

ADJOURN

Motion: Alderman Binstock at **6:08 P.M.**
Second: Vice-Mayor Bare
Approved: *All present voting in favor*

Approve: _____
John Gibson, Mayor

Attest: _____
Tyler Williams, Town Recorder



FINANCIAL REPORT

TOWN OF MOUNT CARMEL, TN

Month ending 02/28/2026

<u>GENERAL FUND:</u>	<u>BALANCE:</u>
Checking Account (First Horizon)	\$874,735.25
LGIP Investment Account	\$6,730,122.51
Capital Outlay Savings (First Horizon)	\$1,156.17
TOTAL:	<u>\$7,606,013.93</u>
<u>DRUG FUND:</u>	<u>BALANCE:</u>
Drug Fund Checking (First Horizon)	\$34,343.74
Special Drug Fund (First Horizon)	\$0.00
TOTAL:	<u>\$34,343.74</u>
<u>SEWER FUND:</u>	<u>BALANCE:</u>
Checking Account (First Horizon)	\$346,953.11
Savings/Sewer Savings 2014 (First Horizon)	\$1,058.31
LGIP Investment Account	\$1,011,234.30
TOTAL:	<u>\$1,359,245.72</u>
<hr/>	
GRAND TOTAL CASH ON HAND:	\$8,999,603.39

Current Savings Rate: 2.42%
Current LGIP Rate: 3.65%

Mount Carmel Fire Department

Mitch Walker, Fire Chief



March 2nd, 2026

To: James Stables, City Manager

Ref: February 2026 Monthly Report

Call Data

- 38 Calls for Service
 - o Fires: 6
 - o Hazardous Situations: 4
 - o Medical: 18
 - o Rescue: 1
 - o Public Service: 6
 - o No Emergency: 3
- Year to Date Calls: 82

Volunteer Response Time to Station

- Average: 00:48
- 90th Percentile: 2:00

Apparatus Response Times

- Average: 5:59
- 90th Percentile: 8:28

Volunteer Staff Hours

- Emergency Response Hours: 118 hours, 33 minutes, 9 seconds

Training Hours

- Total: 240 Hours
 - o Company Level Training – 133.5 hours
 - o Driver/Operator Training – 4 Hours
 - o Hazardous Materials Training – 72 hours
 - o Technical Rescue – 28 hours
 - o Fire Prevention – 2.5 hours, 5 Inspections Completed

Significant Activities

- Significant work regarding 2026 Community Development Block Grant for 3,000 gallon tanker apparatus
- Applied for 2026 Tennessee Rescue Squad Grant through the State Fire Marshall's Office for vehicle extrication tools
- 10 Members completed Tennessee Fire and Codes Enforcement Academy Highway Transportation Emergencies Class
- Members are completing S-130 and S-190 Wildfire courses through the National Wildfire Coordination Group; this allows increased training for wildfires and urban interface incidents, this also increased chances of being awarded State Forestry Equipment Grant
- Fire Inspector continuing education course attended in Johnson City by Chief Walker
- Conducted 5 fire inspections across town with 20 total fire code violations noted
- 1 new volunteer was added to the department
- Responded to working fire at 157 Nicole Drive; 15 MCFD members on scene, 1 occupant was assisted from the residence, 1 dog rescued
- Responded to working fire at 320 Bay Street; 11 MCFD members on scene, 1 occupant and 1 cat were rescued from the residence



LEGISLATIVE MEMORANDUM

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

FROM: Tyler Williams, Assistant Town Manager/CFO

DATE: March 26, 2026

RE: **SECOND READING: Ordinance No. 26-545: Municipal Court Costs- Pay Per Offense Fee**

SUMMARY:

The purpose of Ordinance No. 26-545 is to amend Section 3-202 of the Mount Carmel Municipal Code to authorize the Municipal Judge to impose an offender-based fee per paid violation. This fee is intended to offset the maintenance, collections, upgrades, and support costs associated with the Town's Municipal Court system.

Currently, the operational costs for Municipal Court are borne by the Town. This amendment creates a mechanism to allocate these costs directly to offenders whose cases are processed through the Municipal Court system.

The specific fee amount will be maintained administratively and may be adjusted as necessary to reflect actual system costs. Currently, the fee will be an additional \$26.00 per ticket.

REQUESTING DEPARTMENT(S):

Administration

FISCAL IMPACT:

Savings of \$6,500 per year

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

Ordinance 26-545



ORDINANCE # 26 – 545

**AN ORDINANCE OF THE TOWN OF MOUNT CARMEL, TENNESSEE AMENDING
TITLE 3 “MUNICIPAL COURT,” CHAPTER 2 “COURT ADMINISTRATION,”
SECTION 3-202, “IMPOSITION OF FINES, PENALTIES, AND COURT COSTS,” OF
THE MOUNT CARMEL MUNICIPAL CODE**

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

SECTION 1. That Section 3-202, “Imposition of Fines, Penalties, and Court Costs,” of Title 3, “Municipal Court,” Chapter 2 “Court Administration,” of the Municipal Code be amended as follows:

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

(6) The Municipal Judge shall impose an offender-based fee per paid violation to offset the maintenance, collections, upgrades, and support fee for the Town of Mount Carmel Municipal Court system. The amount of the fee will be maintained in the office of the Town Recorder and Municipal Court Clerk.

SECTION 2. 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, February 26, 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, March 26, 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 Gibson, Mayor

ATTEST:

APPROVED AS TO FORM:

Tyler S. Williams, Town Recorder

Allen Coup, Town Attorney



LEGISLATIVE MEMORANDUM

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

THRU:

FROM: James Stables, Town Administrator/Manager

DATE: March 26, 2026

RE: RESOLUTION NO. 26- 673 A RESOLUTION SETTING THE SEWER
RATE AND CHARGES FOR THE TOWN OF MOUNT CARMEL
EFFECTIVE APRIL 1, 2026

SUMMARY:

Resolution 26-673 will continue to address our Sewer fund imbalance, as identified and communicated by the Tennessee Comptroller's notice, and the order by the Tennessee Board of Utility Regulation that were both communicated last year. Furthermore, this action complies with previous direction specified in Resolution 25-647, passed on March 27, 2025, which calls upon the Town to address the sewer rate annually by considering inflationary increases year-over-year in a timely and responsible manner, thereby not requiring make-up exponential increases to the sewer rate where it had otherwise been delayed for years, as was necessary last year.

The Tennessee Comptroller, Tennessee Board of Utility Regulation required rate study to address the deficit budgeting issue. The rate study has been delayed by six months at the request of UT-MTAS, with a new deadline for receipt of the commissioned rate study of August 15, 2026. The Board's proactive approach to continue addressing appropriate and responsible rates for sewer that fund the minimum operation defined will reflect well on the Town as we continue navigating this challenging situation.

Resolution 26-673 establishes a new sewer base rate and charges of \$45.90 for the first 2,000 gallons of usage and a fee of \$7.41 for each additional 1,000 gallons of wastewater discharged, based upon a discharge rate equal to ninety percent (90%) of water consumed.

Both rates identified above represent a CPI-U Water and Sewer Maintenance indicated increase of 4.6% from the previous rates established in 2025. This responsible action will continue moving the sewer fund closer to being balanced with required minimum expenditures and available revenues aligned to include depreciation costs. Subsequently, depreciation costs for the sewer fund represents 78% of the imbalance deficit indicated or \$290,000 of the \$372,479 indicated in the FY 25/26 budgeted.

REQUESTING DEPARTMENT(S):

City Manager on behalf of the Sewer Department

FISCAL IMPACT:

ATTACHMENTS:

(1) Resolution 25-647

Consumers would experience a \$2.02 monthly base rate increase for the first 2,000 gallons of usage, moving from \$43.88 to \$45.90, and a \$0.33 monthly increase for each additional 1,000 gallons of wastewater discharged, based upon a discharge rate equal to ninety percent (90%) of water consumed, moving from \$7.08 to \$7.41.

The previous base rate charge per gallon per month for the first 2,000 gallons was \$0.02194, and the new base rate charge per gallon per month for the first 2,000 gallons would be \$0.02295. The previous rate charge per gallon per month for each additional 1,000 gallons thereafter was \$0.00708, and the per gallon per month fee thereafter would be \$0.00741.

In the tables below the per customer for old rates versus the proposed new rates, and an economic breakdown of billing for a minimum typical bill, a 3,000-gallon bill, and a 5,000-gallon bill.

Old Base Rate	Proposed Base Rate	Difference	Old Add Rate	Proposed Add Rate	Difference
\$43.88	\$45.90	\$2.02	\$7.08	\$7.41	\$0.33

Old typical min. Bill	Proposed typical min. bill	Difference
\$43.88	\$45.90	\$2.02
Old typical 3,000 gal. bill	Proposed typical 3,000 gal. bill	Difference
\$50.96	\$53.31	\$2.35
Old typical 5,000 gal. bill	Proposed typical 5,000 gal. bill	Difference
\$65.12	\$68.13	\$3.01

STAFF RECOMMENDATION:
Staff recommends approval



RESOLUTION 26-673

A RESOLUTION TO SET THE SEWER RATE AND CHARGES FOR THE TOWN OF MOUNT CARMEL, TN, WITH AN EFFECTIVE DATE OF APRIL 1, 2026

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

WHEREAS, the provision of the sewer system and facility is essential to the preservation of the public's health and welfare of our estimated 2,020 customers, and,

WHEREAS, the sewer rates in effect at the present time and effective since April 1, 2025, remain inadequate to provide revenues equal to the required expenditures to operate and maintain the Town's wastewater plant and system, and,

WHEREAS, the Town remains under a referral to the Tennessee Board of Utility Regulation, from the State of Tennessee Comptroller to address a deficit budgeting situation for the Sewer Fund with an order to conduct a rate study and enact new rates, University of Tennessee-Municipal Technical Advisory Service commissioned rate study is now due on August 15, 2026 after a 6 month extension was approved based on a request from the Town on behalf of UT-MTAS, which is incompatible to the direction provided in Resolution 25-647, and,

WHEREAS, the Mount Carmel Board of Mayor and Aldermen have determined the proposed new sewer rate to be adequate, reasonable and just, and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AN ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows

SECTION I. The Mount Carmel Board of Mayor and Aldermen, deeming it both advisable and necessary to increase the sewer rate for all users, hereby adopts the following rate beginning April 1, 2026; and

SECTION II. That the minimum monthly sewer service charge of \$45.90 be established for the first 2,000 gallons of usage and a fee of \$7.41 will be charged for each additional 1,000 gallons of sewage discharged based upon a discharge rate equal to ninety (90%) percent of water consumed.

SECTION III. If not preempted by the required and commissioned rate study implementation timeline, and upon completion of the rate study implementation, on or about February 1, of

every year thereafter staff will review the CPI-U for the water and sewage maintenance line, and present to the Board of Mayor and Aldermen a resolution to address the findings and recommended actions needed, to ensure financial homeostasis is maintained, during the preceding March Board of Mayor and Aldermen meeting for any action to take effect on April 1.

Be It Resolved, the 26th day of March 2026

This Resolution was duly considered and adopted by the Board of Mayor and Aldermen, in and for the Town of Mount Carmel, Tennessee, this **26th** day of **March 2026**.

John Gibson, Mayor

Attest:

Tyler Williams, Town Recorder



LEGISLATIVE MEMORANDUM

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

FROM: Tyler Williams, Assistant Town Manager/CFO

DATE: March 26, 2026

RE: **DISCUSSION/CONSIDERATION:** Resolution 26-674: Commemorating America
250

SUMMARY:

The attached resolution is presented to commemorate the 250th anniversary of the founding of the United States of America ("America 250").

July 4, 2026, marks the 250th anniversary of the signing of the Declaration of Independence. This historic milestone, known nationally as "America 250," is being recognized across the country through coordinated efforts at the federal, state, and local levels.

In Tennessee, the Tennessee America 250 Commission has been established to promote statewide participation in commemorative, educational, and civic activities leading up to and during the anniversary year. Communities are encouraged to adopt resolutions, host events, and engage residents in celebrating and reflecting upon the nation's history and founding principles.

Adoption of this resolution aligns Mount Carmel with other municipalities across Tennessee and the nation in recognizing America 250 and provides an opportunity to promote community pride and civic awareness.

REQUESTING DEPARTMENT(S):

Administration

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

Resolution 26-674



RESOLUTION 26-674

A RESOLUTION OF THE TOWN OF MOUNT CARMEL BOARD OF MAYOR AND ALDERMEN COMMEMORATING THE 250TH ANNIVERSARY OF THE FOUNDING OF THE UNITED STATES OF AMERICA (AMERICA 250)

WHEREAS, July 4, 2026, marks the 250th anniversary of the signing of the Declaration of Independence and the founding of the United States of America; and

WHEREAS, the America 250 commemoration, as coordinated nationally and through the Tennessee America 250 Commission, provides an opportunity for communities across the nation and state to reflect upon our shared history, honor the ideals of liberty, equality, and self-government, and recognize the sacrifices of those who have worked to secure and preserve these freedoms; and

WHEREAS, the Town of Mount Carmel, Tennessee, is proud of its history, its citizens, and its role in the ongoing American story, and recognizes that local governments and communities are foundational to the strength and success of our nation; and

WHEREAS, commemorating America 250 encourages civic engagement, historical education, community pride, and a renewed appreciation for the responsibilities and blessings of citizenship for current and future generations; and

WHEREAS, the Town of Mount Carmel desires to join with communities across Tennessee and the United States in recognizing this historic milestone through appropriate observances, educational efforts, and commemorative activities;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 26th day of March, 2026, that

SECTION 1. The Town of Mount Carmel hereby commemorates the 250th anniversary of the founding of the United States of America and affirms its commitment to the principles set forth in the Declaration of Independence and the Constitution of the United States.

SECTION 2. The Town encourages residents, civic organizations, schools, and community groups to observe America 250, in coordination where appropriate with the Tennessee America 250 Commission, through educational programs, historical reflection, volunteerism, and ceremonial activities that celebrate our nation's history and enduring values, including the display of the flag of the United States at homes, businesses, and public buildings.

SECTION 3. The Town supports efforts to recognize Mount Carmel's local history and contributions within the broader context of America's 250-year journey and encourages residents and visitors to attend and participate in the Town's Independence Day celebration as a meaningful way to honor this historic milestone.

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

ADOPTED this 26th day of March, 2026

John Gibson, Mayor

Attest:

Tyler Williams, Town Recorder



LEGISLATIVE MEMORANDUM

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

FROM: Philip Binstock, Alderman

THRU: Tyler Williams, Assistant Town Manager/CFO

DATE: March 26, 2026

RE: **DISCUSSION/CONSIDERATION:** Resolution 26-675: Dissolution of Business and Economic Development Committee

SUMMARY:

The purpose of this resolution is to formally dissolve the Mount Carmel Business and Economic Development Committee.

On April 24, 2025, the Board of Mayor and Aldermen adopted Resolution No. 25-651 establishing the Business and Economic Development Committee as an advisory body to support local economic growth, business retention, and development initiatives.

This resolution is being brought forward at the direction of an elected official who has recommended the dissolution of the Business and Economic Development Committee. The recommendation reflects a policy decision regarding how the Town's economic development efforts should be structured and overseen moving forward.

Dissolving the committee will allow the BMA to determine the most appropriate method for continuing economic development initiatives, including reassignment of responsibilities or direct oversight by Town leadership.

REQUESTING DEPARTMENT(S):

Elected Official

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution 26-675



RESOLUTION 26-675

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE TO DISSOLVE THE MOUNT CARMEL BUSINESS AND ECONOMIC DEVELOPMENT COMMITTEE

WHEREAS, the Town of Mount Carmel previously established the Mount Carmel Business and Economic Development Committee pursuant to Resolution No. 25-651 to support economic growth and development initiatives within the Town; and

WHEREAS, the Board of Mayor and Aldermen have reviewed the current structure, function, and needs of the Town's economic development efforts; and

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the Town to dissolve the Business and Economic Development Committee and reallocate its responsibilities as deemed appropriate;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 26th day of March, 2026, that

SECTION 1. The Mount Carmel Business and Economic Development Committee, established by Resolution No. 25-651, is hereby dissolved.

SECTION 2. The Board of Mayor and Aldermen may reassign any duties, responsibilities, or initiatives of the committee's original intent as needed to ensure continued economic development efforts.

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

ADOPTED this 26th day of March, 2026.

Attest:

John Gibson, Mayor

Tyler Williams, Town Recorder



LEGISLATIVE MEMORANDUM

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

FROM: John Gibson, Mayor

THRU: Tyler Williams, Assistant Town Manager/CFO

DATE: March 26, 2026

RE: **DISCUSSION/CONSIDERATION:** Resolution 26-676: Interlocal Agreement with
Town of Rogersville for Mutual Assistance with Municipal Services

SUMMARY:

The purpose of this resolution is to authorize and approve an interlocal agreement between the Town of Mount Carmel and the Town of Rogersville for mutual assistance in the provision of municipal services.

Both Mount Carmel and Rogersville operate public works departments that, at times, may experience temporary constraints such as:

- Equipment failure
- Staffing shortages
- Emergency response situations
- Seasonal or workload surges

This agreement establishes a formal framework for cooperation to address those needs efficiently.

Neither party is required to provide assistance if doing so would impair its own operations.

REQUESTING DEPARTMENT(S):

Mayor

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

Resolution 26-676; Interlocal Agreement



RESOLUTION 26-676

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF ROGERSVILLE, TENNESSEE, FOR MUTUAL ASSISTANCE WITH MUNICIPAL SERVICES

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, the Town of Mount Carmel and the Town of Rogersville, Tennessee, desire to cooperate and assist one another, as requested and approved, with certain municipal services, including sanitation, brush and debris removal, street and right-of-way maintenance, public works, and other related municipal services; and

WHEREAS, such cooperation may be necessary when either municipality experiences equipment failure, staffing shortages, emergencies, or other temporary needs; and

WHEREAS, the Interlocal Agreement provides that it shall not become effective unless and until approved by resolution of the governing bodies of both the Town of Mount Carmel, Tennessee, and the Town of Rogersville, Tennessee; 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 26th day of March, 2026, that

SECTION 1. The Interlocal Agreement between the Town of Mount Carmel, Tennessee, and the Town of Rogersville, 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, and the Town Recorder is authorized to attest the same.

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 Town of Rogersville, Tennessee.

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

ADOPTED this 26th day of March, 2026.

Attest:

John Gibson, Mayor

Tyler Williams, Town Recorder

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ROGERSVILLE,
TENNESSEE, AND THE TOWN OF MOUNT CARMEL, TENNESSEE**

This Interlocal Agreement ("Agreement") is entered into pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated § 12-9-101 et seq., by and between the Town of Rogersville, Tennessee ("Rogersville"), and the Town of Mount Carmel, Tennessee ("Mount Carmel"), collectively referred to as the "Parties."

1. The purpose of this Agreement is to allow the Parties to cooperate and assist one another, as requested and approved, with certain municipal services including, but not limited to, sanitation, brush and debris removal, street and right-of-way maintenance, public works, and other related municipal services when one Party experiences equipment failure, staffing shortages, emergencies, or other temporary needs.
2. Services provided under this Agreement may include, but are not limited to, brush, limb, and debris pickup; sanitation and solid waste assistance; street, road, and right-of-way maintenance; operation of municipal equipment; and other routine public works or maintenance services as may be mutually agreed. No services shall be provided unless requested by one Party and approved by the other Party, and nothing in this Agreement shall be construed to require either Party to provide assistance.
3. This Agreement shall become effective upon approval by resolution of the governing bodies of both Parties and shall remain in effect until terminated as provided herein.
4. Unless otherwise agreed in writing, services provided pursuant to this Agreement may be provided without charge as mutual aid, or the requesting Party may reimburse the assisting Party for actual and reasonable costs incurred, including labor, fuel, and equipment usage, as determined by the assisting Party. Any reimbursement terms may be agreed upon in advance or after services are rendered.
5. All employees of each Party shall remain at all times employees of their respective municipality and shall not be considered employees, agents, or servants of the other Party for any purpose.
6. Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents. To the extent permitted by law, each Party agrees to defend, indemnify, and hold harmless the other Party from any claims, damages, losses, or liabilities arising out of the negligent acts or omissions of its own personnel in the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver of any immunities or protections provided by the Tennessee Governmental Tort Liability Act.
7. Each Party represents that it maintains insurance or self-insurance coverage sufficient to cover its obligations under this Agreement.
8. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Termination shall not affect any obligations incurred prior to the effective date of termination.
9. Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship between the Parties.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

11. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and may be amended only by written agreement approved by the governing bodies of both Parties.
12. This Agreement shall not become effective until approved by resolution of the governing body of the Town of Rogersville, Tennessee, and the governing body of the Town of Mount Carmel, Tennessee.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officials.

Town of Rogersville, Tennessee, by:

Mayor, John Metz
Date: _____

Attest:

Glenn D. Hutchens, Jr. Town Recorder

Town of Mount Carmel, Tennessee, by:

Mayor, John K. Gibson
Date: _____

Attest:

Tyler S. Williams, Town Recorder



LEGISLATIVE MEMORANDUM

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

FROM: Allen Coup, Town Attorney

THRU: Tyler Williams, Assistant Town Manager/CFO

DATE: March 26, 2026

RE: **DISCUSSION/CONSIDERATION:** Resolution 26-677: LPRF Grant Contract
Authorization

SUMMARY:

The purpose of this resolution is to authorize the Mayor or Assistant Town Manager to execute all documents related to the 2023 Local Parks and Recreation Fund (LPRF) Grant contract and to amend Resolution No. 23-623 by removing the previously established three (3) year time limitation.

REQUESTING DEPARTMENT(S):

Town Attorney

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

Resolution 26-677



RESOLUTION 26-677

**A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE
AUTHORIZING THE MAYOR OR ASSISTANT TOWN MANAGER TO EXECUTE
DOCUMENTS RELATED TO THE 2023 LOCAL PARKS AND RECREATION FUND
(LPRF) GRANT CONTRACT**

WHEREAS, the Town of Mount Carmel was awarded funding through the 2023 Local Parks and Recreation Fund (LPRF) Grant program; and

WHEREAS, Resolution No. 23-623 previously authorized execution of documents related to said grant but included a three (3) year time limitation on such authority; and

WHEREAS, it is necessary and in the best interest of the Town to ensure continuity and flexibility in administering the grant, including the execution of contracts, amendments, reimbursement requests, and other required documents; and

WHEREAS, the Board of Mayor and Aldermen desires to remove the previously established three (3) year limitation to allow for completion of all grant-related obligations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen meeting at Mount Carmel, Tennessee, on this 26th day of March, 2026, that

SECTION 1. The Mayor or the Assistant Town Manager is hereby authorized to execute any and all documents, agreements, amendments, certifications, and instruments necessary to carry out the terms and requirements of the 2023 LPRF Grant contract.

SECTION 2. The authorization granted herein shall apply for the duration of the grant and until all obligations associated with the 2023 LPRF Grant have been fully satisfied.

SECTION 4. Resolution No. 23-623 is hereby amended to remove the three (3) year time limitation previously imposed on the execution authority related to the 2023 LPRF Grant. All other provisions of Resolution No. 23-623 not in conflict with this Resolution shall remain in full force and effect.

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

ADOPTED this 26th day of March, 2026.

Attest:

John Gibson, Mayor

Tyler Williams, Town Recorder



MOUNT CARMEL

A place to put down roots

LEGISLATIVE MEMORANDUM

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

FROM: Tyler Williams, Assistant Town Manager/CFO

DATE: March 26, 2026

RE: **DISCUSSION/CONSIDERATION:** Interlocal Agreement with City of Kingsport for
Residential Refuse Collection Services

SUMMARY:

The City of Kingsport has been providing residential refuse collection services to the Town for approximately 18 years. For 14 years, no rate increases were experienced.

Last year, the rate increased from \$9.25 per cart, per month, to \$10.50 per cart, per month for 2,175 carts (\$22,837.50/month or \$274,050.00/annually).

The new proposed interlocal agreement, projected to be in effect from July 1, 2026, is set at \$13.00 per month, per cart for 2,175 carts (\$28,275.00/month or \$339,300.00/annually) which represents a 23.75% increase, year over year.

REQUESTING DEPARTMENT(S):

Administration

FISCAL IMPACT:

\$5,437.50/month increase; \$65,250/year increase

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

Current Interlocal agreement- dated March 27, 2025

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this the 27th day of March, 2025, by and between the TOWN OF MOUNT CARMEL, hereinafter referred to as the "Mt. Carmel", and the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", both chartered municipalities of the State of Tennessee.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated §§ 5-1-113; 5-1-114; and 12-9-101 et seq. and to provide for interlocal agreements and cooperation; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an interlocal mutual aid agreement for certain Residential Refuse collection services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

1. Kingsport will furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Refuse collection as defined herein within the corporate limits of Mt. Carmel at a price of \$22,837.50 dollars, which is \$10.50 per month for 2,175 Carts in the city limits of Mt. Carmel, subject to adjustments provided for herein. Kingsport will provide curbside collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Carts will be placed at curbside by 6:00 a.m. on the designated collection day. Residential Refuse must be placed in the ninety-six (96) gallon Cart provided by Kingsport to be collected by Kingsport.
2. The initial term of this Agreement will commence on July 1, 2025 and end on June 30, 2026.
3. Mt. Carmel will pick up or caused to be picked up Bags, Bulky Waste, Bundled Items, Construction Debris, Dead Animals, Rubbish, and any other trash, Garbage or items for disposal that are not Residential Refuse and that are not contained in the Cart provided by Kingsport.
4. The work under this Interlocal Agreement does not include the collection and disposal of any increased volume resulting from a flood, tornado, high winds, electrical storms or other act of God over which Kingsport has no control. In the event of such a flood, tornado, high winds, electrical storms or other act of God, Kingsport and Mt. Carmel will negotiate the payment to be made to Kingsport. Further, if Mt. Carmel and Kingsport reach such agreement, then Mt. Carmel will grant to Kingsport variances in routes and schedules as deemed necessary by Kingsport.

5. Kingsport has provided 2,175 Carts at 96 gallons at no charge for the collection of Residential Reuse herein. Only the Carts supplied by Kingsport will be used for this collection. These Carts will remain the property of Kingsport, except as otherwise provided in this section. Carts will be assigned to properties by serial number stamped on each Cart.
6. The current site for the disposal of the Residential Refuse collected hereunder is the BFI landfill in the Carter's Valley Community. This site is available pursuant to an agreement between Hawkins County, Tennessee and BFI to which neither Kingsport or Mt. Carmel is a party. In the event the agreement is ever modified such that it is no longer available free of charge, the cost hereunder will be re-negotiated.
7. Each Cart will be placed at curbside for collection. Kingsport may indicate the location for the placement of a Cart. Curbside refers to that portion of right-of-way fronting the residential dwelling and adjacent to paved or traveled streets. Carts will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Cart will be placed as close as practicable to an access point for the collection vehicle. Kingsport may decline to collect any Cart not placed in accordance with this section.
8. Mt. Carmel agrees to impose the same restrictions and requirements on the citizens of Mt. Carmel who are serviced by this Interlocal Agreement as Kingsport imposes on its citizens for Residential Refuse collection, and Mt. Carmel agrees it will take the action necessary to enforce such requirements, including but not limited to the requirements for automated Residential Refuse collection. This includes but is not limited to the requirement that the customer pay for a replacement Cart when the Cart is no longer reasonable usable, damaged beyond reasonable use, stolen or lost or if the customer wants an additional Cart.
9. Collection of garbage will not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours will be effected only upon the mutual agreement of the respective public works directors of Mt. Carmel and Kingsport, or when Kingsport reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
10. Collection routes will be established by Kingsport. Kingsport will submit a map designating the collection routes to Mt. Carmel for its approval, which will not be unreasonably withheld. Kingsport may from time to time propose to Mt. Carmel changes in routes or days of collection.
11. Kingsport observes certain holidays that may alter the scheduled pick up days. Kingsport has the right to alter the scheduled pick up days due to the observance of a holiday, but Kingsport will provide collection service at least once per week. The current holidays include: New Year's Day, Martin Luther King's birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and at the discretion of Kingsport board of mayor and

aldermen other days. Kingsport may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Kingsport of its obligation to provide collection service at least once per week.

12. The beginning Cart count for this Agreement is 2,175 Carts. A new Cart count will be established for every twenty-five (25) additional Carts provided. The monthly charge set out in paragraph 1 will increase by \$9.25 per Cart per month upon the establishment of a new Cart count, or at the newly established rate determined in accordance with section 20 herein. In no event will the Cart count be reduced.

13. Kingsport will bill Mt. Carmel for services rendered within ten (10) days following the end of the month and Mt. Carmel will pay Kingsport on or before the 25th day following the end of such month. Such billing and payment will be based on the rates set out herein with permitted adjustments. Kingsport will be entitled to payment for services rendered regardless of whether or not Mt. Carmel collects from the customer for such services.

14. Apartment complexes or condominiums with more than six (6) units will not be considered residential units and the owners must make their own arrangements for collection and disposal.

15. All complaints will be made directly to Kingsport Streets Sanitation Division at 229-9451 between 8:00 a.m. and 3:00 p.m. Monday through Friday. In the case of alleged missed scheduled collections, Kingsport will investigate and, if such allegations are verified, will arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. However, in no event will Kingsport be required to collect any item not contained in the Cart.

16. Kingsport will provide an adequate number of vehicles for regular collection services. All vehicles and other equipment will be kept in good repair, appearance, and in a sanitary condition at all times. Only truck bodies specifically constructed by a recognized manufacturer of this type of specialized equipment for handling of garbage will be acceptable. Each vehicle will have clearly visible on each side a designation showing the vehicle is Kingsport's vehicle.

17. Kingsport will maintain local telephone service where it can be contacted. A person will be available from 8:00 a.m. to 4:30 p.m. on regularly scheduled collection days. Kingsport Streets and Sanitation Division has a present address and phone number as follows:

609 Industry Drive
Kingsport, Tennessee 37660
423-229-9451

18. Mt. Carmel will notify all Producers at Residential Units about complaint procedures, regulations, and day(s) for scheduled refuse collection by posting such notification on the Carts.

19. Kingsport's employees will be the responsibility of Kingsport, although nothing herein will be construed to waive any governmental immunity, including such as set forth in the Governmental Tort Liability Act. Appropriate protective clothing or equipment for Kingsport's employees is Kingsport's responsibility. Kingsport's employees will deal with customers and citizens in a courteous manner and will avoid abusive and obscene language or behavior.

20. In addition to the above, the fees which may be charged by Kingsport will be increased or decreased at any time upon thirty (30) days notice to Mt. Carmel for additional rate and price adjustments due to any changes in responsibility of bearing disposal cost, an increase in the number of Residential Units, such as Mt. Carmel growth or annexation, and changes in the location of disposal sites. Any change in Kingsport's cost of operations such as revised laws, ordinances, or regulations will constitute the right of Kingsport to negotiate with Mt. Carmel an increase to cover these additional operating expenses.

21. For all purposes of this Agreement unless the context shall otherwise require, the terms set forth in this Section whenever capitalized in this Agreement will have the indicated meanings:

Bags – Bags will mean a bag made of plastic approximately two (2) feet in diameter and no more than four (4) feet in length and be of sufficient strength to contain the weight of the contents without breaking open. Such plastic bags must be securely tied and will contain only leaves and yard trimmings.

Bulky Waste – Bulky Waste will mean stoves, refrigerators (if certification is attached that freon has been reclaimed), water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

Bundled Items – Bundled items will mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding ten feet in length or 5" inches in diameter.

Construction Debris – Construction Debris will mean waste building materials resulting from construction, remodeling, repair or demolition operations, specifically excluding dirt and rock.

Cart - A receptacle with a capacity of ninety-six (96) gallons supplied and owned by Kingsport.

Dead Animals – Mt. Carmel will continue to pick up Dead Animals. Dead Animals means animals or portions thereof equal that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, materials recycling facilities and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage - Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing,

canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bags, Bulky Waste, Bundle, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter, or Special Waste.

Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

Producer - An occupant of a Residential Unit who generates Refuse.

Refuse - This term will refer to Residential Refuse generated by a Producer at a Residential Unit.

Residential Refuse - All Garbage generated by a Producer at a Residential Unit.

Residential Unit - A dwelling within the corporate limits of Mt. Carmel occupied by a person or group of persons comprising not more than six dwelling units. A Residential Unit will be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling or an apartment complex whether of single or multi-level construction, consisting of six or less contiguous or separate single-family dwelling units, will be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit will be billed separately as a Residential Unit.

Rubbish - Rubbish will mean all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Special Waste - Any solid waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of or requires approval from any State agency. Examples of Special Waste may include, but are not limited to: oil, gas, paint, paint cans, biohazardous waste, white goods, tires, mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup or a spill.

22. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe wind, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by either party. The party whose

performance is affected agrees to notify the other promptly of the existence and nature of any delay.

23. No amendment to this Interlocal Agreement will be made except upon the written consent of the parties.

24. In the event that any provision or portion of this Interlocal Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Interlocal Agreement will not affect the validity or enforceability of any other provision or portion of the Interlocal Agreement.

25. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties will deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this paragraph, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

Town of Mount Carmel, Tennessee

City of Kingsport, Tennessee

John K. Gibson

Mayor, John Gibson

03/25/2025

Date

Paul W. Montgomery

Paul W. Montgomery, Mayor

4/16/2025

Date



My documents/Agreements/Interlocal Agreement Mt. Carmel Garbage Pick Up 5-17-22

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

Attest:



Mount Carmel City Recorder, Tyler Williams

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:



Mount Carmel City Attorney, Allen Coup

Approved as to form:



Rodney B. Rowlett, III, City Attorney



MOUNT CARMEL

A place to put down roots

LEGISLATIVE MEMORANDUM

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

FROM: John Gibson, Mayor

THRU: Tyler Williams, Assistant Town Manager/CFO

DATE: March 26, 2026

RE: DISCUSSION AND CONSIDERATION: Mayor's Appointment to fill Parks
Committee Vacancy

SUMMARY:

The purpose of this memorandum is to present for Board consideration the Mayor's appointment to fill a vacancy on the Parks Committee.

A vacancy currently exists on the Parks Committee. The Committee plays an important role in advising on park improvements, recreational programming, and the maintenance and development of public spaces within the Town.

REQUESTING DEPARTMENT(S):

Mayor

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:



LEGISLATIVE MEMORANDUM

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

FROM: David Larson, Police Chief; Amy Cross, Librarian

THRU: Tyler Williams, Assistant Town Manager/CFO

DATE: March 26, 2026

RE: **DISCUSSION/CONSIDERATION:** Surplus Items

SUMMARY:

The purpose of this item is to request authorization to declare certain municipal property as surplus and approve its disposal in accordance with Town policies and applicable law.

The following items have been identified for surplus:

1. **2012 Dodge Charger (Black)**
 - Mileage: 153,799
 - Condition: Poor / non-serviceable
2. **2013 Dodge Charger (Grey)**
 - Mileage: 102,449
 - Condition: Poor / non-serviceable
3. **Office Desk (Library)**
 - Condition: Good

These vehicles have met their useful and expected life cycle of approximately 8 to 10 years for a take home car and are no longer functionally available or needed for effective use in the Town and/or the Police Department. The office desk is in good condition, but is no longer needed by the Library and may be repurposed or sold.

REQUESTING DEPARTMENT(S):

Police; Library

FISCAL IMPACT:

Unknown, minimal

STAFF RECOMMENDATION:

Staff recommends approval