



RESOLUTION 26-678

A RESOLUTION OF THE TOWN OF MOUNT CARMEL, TENNESSEE APPOINTING A TOWN ATTORNEY

WHEREAS, the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, finds it necessary and in the best interest of the Town to appoint a Town Attorney to provide legal counsel and representation to the Town; and

WHEREAS, the Board of Mayor and Aldermen is authorized under the Charter and laws of the State of Tennessee to appoint a Town Attorney; and

WHEREAS, the Town of Mount Carmel initiated a Request for Proposals (“RFP”) process for legal services for the purpose of selecting and appointing a Town Attorney to represent the Town and provide legal counsel and services; and

WHEREAS, the Town’s current attorney elected not to participate in the RFP process and submitted written notice of withdrawal on May 4, 2026; and

WHEREAS, the Board of Mayor and Aldermen has reviewed the proposals submitted pursuant to the RFP process and has determined that the appointment of Spurrell, Studer, and Matney Law Group, PLLC as Town Attorney is in the best interest of the Town; and

WHEREAS, the Board of Mayor and Aldermen has reviewed the attached Engagement Letter for legal services and finds its terms to be acceptable and 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 21st day of May, 2026, that

SECTION 1. Spurrell, Studer, and Matney Law Group, PLLC is hereby appointed as Town Attorney for the Town of Mount Carmel, Tennessee, with Matthew D. Matney serving as lead attorney, and Grace E. Studer serving as substitute attorney.

SECTION 2. The Engagement Letter attached hereto and incorporated herein by reference as “Exhibit A” is hereby approved.

SECTION 3. The Mayor is hereby authorized and directed to execute the Engagement Letter on behalf of the Town of Mount Carmel and to take such additional actions as may be necessary to carry out the intent of this Resolution.

SECTION 4. The Town Attorney shall perform all duties required by the Town Charter, ordinances, resolutions, and applicable laws of the State of Tennessee, including providing legal advice and representation to the Town, its Board, officers, employees, and departments as authorized

SECTION 5. Compensation for legal services shall be as set forth in the approved Engagement Letter.

SECTION 6. This appointment shall remain in effect until terminated by action of the Board of Mayor and Aldermen or until a successor is appointed.

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

ADOPTED this 21st day of May, 2026.


John K. Gibson, Mayor

Attest:


Tyler S. Williams, CMFO
Town Recorder



PROFESSIONAL SERVICES AGREEMENT FOR ATTORNEY

Effective the 1st day of June 2026, the TOWN OF MOUNT CARMEL (hereinafter "Town") will engage Matthew D. Matney and/or Spurrell, Studer, & Matney Law Group, PLLC (hereinafter "Attorney") as the Attorney for the TOWN OF MOUNT CARMEL during the remainder of the 2026 - 2027 fiscal year under the following terms:

1. The Attorney will bill at his hourly rate of \$175.00 per hour for his services or the services of any attorney under his supervision and \$85.00 per hour for paralegal/legal assistant services. The Town will be billed for all time spent in connection with work performed for the Town, including, but not limited to, telephone conferences, travel time (which shall be calculated from and to the Attorney's home office located in Kingsport, Tennessee, rather than from the Firm's office in Johnson City, Tennessee), attendance at any and all meetings, document drafting, document review, correspondence, negotiations, and research.

2. Services shall be billed in increments of quarters of an hour; that is, the minimum amount of time billed shall be one-tenth (.10) of an hour. The Town will be presented with an itemized statement on a monthly basis setting forth the nature of work performed on the Town's behalf.

This contract will be governed and construed by the statutes and law of the State of Tennessee.

The above employment is hereby accepted on the terms stated.

UNDERSTOOD and APPROVED by the BOARD OF MAYOR AND ALDERMEN FOR THE TOWN OF MOUNT CARMEL on the 21 day of May, 2026.

Town of Mount Carmel



Mayor John Keith Gibson

Attorney



Matthew D. Matney
Spurrell, Studer, & Matney Law Group, PLLC