Board of Mayor and Alderman Meeting Agenda

Monday, August 03, 2026 at 7:00 PM

Monterey Municipal Building – 302 E. Commercial Avenue Monterey, TN 38574

Police Department: (931) 839-2323 | City Hall: (931) 839-3770 | Fax: (931 839-3933

Meeting called by: Mayor Alex Garcia

Type of Meeting: Regular Monthly

Aldermen: Kevin Peters, Spencer Delk, Jim Whitaker, Larry Bennett, Cecelia Paulson, Jim Wolfgram, Jamie Phillips, Bill Wiggins

The Town of Monterey does not discriminate on grounds of race, color, age, sex, disability or national origin.

ROLL CALL

CALL TO ORDER

EnterTextHere

Pastor Jeff Leonard

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Alderman Jim Whitaker

PUBLIC COMMENT

1. Presentation of Monterey Impact Award

COMMITTEE REPORTS

2. Streets Committee

APPROVAL OF MINUTES

3. Minutes from July 6, 2026
4. Minutes from July 27, 2026 work session

CONSIDERATION OF BILLS

5. August 2026 Monthly Bills

ORDINANCES

6. Consider Ordinance #26-886: An Ordinance Amending the Monterey Municipal Code by Including Time and Place of Monthly Workshop Meetings
7. Consider Ordinance #26-887 - An Ordinance to provide a tax levy for the Town of Monterey for fiscal year ending 2027

8. Consider 1st and 2nd Reading of Ordinance #26-888 - An Ordinance of the Town of Monterey amending the fiscal year 2026 budget
9. Consider 1st and 2nd Reading of Ordinance #26-889 - An Ordinance of the Town of Monterey amending the fiscal year 2027 budget

RESOLUTIONS

10. A Resolution Calling for a Public Hearing on the Proposed Annexation of Territory into the Town of Monterey by Owner Consent and Approving a Plan of Services
11. A Resolution Authorizing The Town Administrator To Execute A Memorandum Of Understanding Between The Town Of Monterey And Cumberland Container Corporation Regarding The Non-Exclusive Use Of A Town-Owned Parking Lot
12. Resolution to Have MTAS Update and Codify the City's Ordinances
13. Resolution 26-014: A Resolution Authorizing the Issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2026, In an Amount Not to Exceed $500,000, and Providing for the Payment of Said Notes
14. Resolution 26-015: A Resolution Authorizing the Town of Monterey to Participate in the Property Conservation Matching Grant Program

NEW BUSINESS

15. Julie Bohannon to Address the Board Regarding Right-Of-Way At 100 Crawford Ave
16. Consideration of Acceptance of Conveyance of VFW Property to the Town of Monterey
17. Consider Abandoning Alleyway Located Between N. Walnut Street and Irvine Alley
18. Consider Contract for Town Administrator
19. Consider Adding Town Administrator to Town Banking Signatories List

MAYOR UPDATES

20. EnterTextHere
21. Upper Cumberland Mayor's and City Administrator's Meeting (AG)
22. Opportunity Zone Submission (RC)
23. Monterey Police Department Reserve Participation (RC)
24. Water Treatment Plant Repairs (RC)
25.
26. Update on Railroad Crossing Situation at Chestnut and Holly
27. Antique Rail Car Event
28. Codes Enforcement Assistance Program
29. Update on THDA HOME Rehabilitation Grant Program

OTHER BUSINESS

30.

ADJOURNMENT

Street Committee Meeting Minutes

Thursday, July 23, 2026 at 7:00 PM

Monterey Municipal Building – 302 E. Commercial Avenue Monterey, TN 38574

Police Department: (931) 839-2323 | City Hall: (931) 839-3770 | Fax: (931 839-3933

PUBLIC COMMENT

NEW BUSINESS

1. Discuss the parking situation behind the Depot in the Adams parking lot area

   It was discussed about there being signage put up for Depot Street for depot and event parking only. It was also discussed to stripe the parking spots for the charging stations.

2. Discuss pot hole repairs

   Bobby Farley gave a list of roads/streets that need repair/patched.

ADJOURNMENT

Board of Mayor and Alderman Meeting Minutes

Monday, July 06, 2026 at 7:00 PM

Monterey Municipal Building – 302 E. Commercial Avenue Monterey, TN 38574

Police Department: (931) 839-2323 | City Hall: (931) 839-3770 | Fax: (931 839-3933

Meeting called by: Mayor Alex Garcia

Type of Meeting: Regular Monthly

Aldermen: Kevin Peters, Spencer Delk, Jim Whitaker, Larry Bennett, Cecelia Paulson, Jim Wolfgram, Jamie Phillips, Bill Wiggins

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ROLL CALL

EnterTextHere

Invocation - Pastor Jeff Leonard

EnterTextHere

Pledge of Allegiance - Alderman Spencer Delk

PUBLIC COMMENT

Brian Williams addressed the board concerning the three representatives that will not be on the upcoming board. and said thank you for your service.

Rita Tompkins addressed the board concerning the water bills and asked why her water bill is the same for her being single compared to two or three people.

COMMITTEE REPORTS

1. Building and Grounds committee minutes

   Larry Bennett went over the building and grounds committee meeting minutes about the yard sales going back to the farmer's market side of the road.

   Motion to move back to the farmer's market area. Jamie asked what the urgency was to move them at this time? Limiting this to seven or eight yard sellers.

   Motion made by Alderman Bennett, Seconded by Alderman Whitaker.

   Voting Yea: Alderman Whitaker, Alderman Bennett, Alderman Wolfgram, Alderman Wiggins

   Voting Nay: Vice Mayor Peters, Alderman Delk, Alderman Phillips. Motion carried.

APPROVAL OF MINUTES

2. Minutes from June 1, 2026

   Motion made by Vice Mayor Peters, Seconded by Alderman Delk.

   Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins

3. Minutes from June 15, 2026 special called meeting

   Motion made by Alderman Phillips, Seconded by Alderman Delk.

   Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins

CONSIDERATION OF BILLS

4. Monthly Bills

   Motion made by Alderman Wiggins, Seconded by Alderman Bennett.

   Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins

RESOLUTIONS

5. Consider a Resolution for Safety Partners Matching grant program

   Motion made by Alderman Wiggins, Seconded by Alderman Delk.

   Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins

NEW BUSINESS

6. Consider Town Administrator appointment

   Mayor Garcia made a motion to appoint Rafferty to that position starting tomorrow. Jamie Phillips asked how long the contract was for? Mayor Garcia state it is open ended as long as either party agrees. It would take the majority of the board to dismiss the administrator.

   Motion made by Mayor Garcia, Seconded by Alderman Wolfgram.

   Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins

7. Consider a request for annexation to be sent to the planning commission

   This approximately 30 acres across from Joe Stephens property to send this to the planning commission.

   Motion made by Alderman Wiggins, Seconded by Alderman Phillips.

   Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins

8. Consider Edmunds GovTech price quote for permitting subscription and implementation fee

Mayor Garcia stated that Edmunds gave us a quote for their building permits software and we need to establish if we need/want this service.

Motion made by Vice Mayor Peters, Seconded by Alderman Delk.

Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderman Wolfgram, Alderman Wiggins

Voting Nay: Alderman Phillips

MAYOR UPDATES

Mayor Garcia stated that all four mayors and county mayor has signed the urban growth plan.

Mayor Garcia stated that he was under the impression that we had already approved the signs coming into Monterey but we have not. We need to approve this so that we can move forward

Motion made by Vice Mayor Peters, Seconded by Alderman Delk.

Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins

Bill Wiggins stated that the parking around the dining car has come to a head. Some of the church congregation are parking everywhere and people can not get to the charging station as well. Mayor Garcia stated that this needs to go to building and grounds.

John Mackie gave an update on the amount of tickets that we have received.

Rafferty Cleary stated that he wanted to thank Chief Mackie, Chief Peters, Alderman Delk and the police officers for all of their help with fire on the mountain. Kevin Peters thanked Jamie Phillips for helping as well.

Larry Bennett asked how is the codes officer doing the complaints around town? Mayor Garcia stated that he has a report that he will be emailing everybody.

OTHER BUSINESS

There was none.

ADJOURNMENT

Motion made by Alderman Phillips.

Work Session Minutes

Monday, July 27, 2026 at 7:00 PM

Monterey Municipal Building – 302 E. Commercial Avenue Monterey, TN 38574

Police Department: (931) 839-2323 | City Hall: (931) 839-3770 | Fax: (931 839-3933

Meeting called by:

Type of Meeting:

Members:

The Town of Monterey does not discriminate on grounds of race, color, age, sex, disability or national origin.

PUBLIC COMMENT

NEW BUSINESS

1. Ordinance on Meeting Times for Board of Mayor and Aldermen

   Rafferty Cleary stated that this is stemming from the work session that we are having tonight and to reflect this in a new ordinance. He thinks we should have a work session before the regular meeting and go over the agenda. He stated that he thinks we should meet on Thursday, after the agenda is set, and then have the regular meeting on Monday night.
2. Resolution to Have MTAS Update and Codify the City's Ordinances
3. Property Tax Rate for FY 26-27
4. Capital Outlay Note

   Rafferty Cleary stated that we are in a tough spot financially. This Resolution would allow us to borrow $500,000 for two projects that we are currently committed to. They are for the stormwater project and for the downtown improvement project. Once we borrow this funding and as we get reimbursed, we take that money and pay off the note. Mayor Garcia stated that we have a commitment from TDOT for some money and also $25,000 from Cumberland Container for the stormwater project.
5. MOU Between Town of Monterey and Cumberland Container Corporation for Use of Parking Lot
6. Water Leak Relief Program
7. Town Administrator Contract
8. Abandonment of Alleyway Located Between Irvine Alley and Walnut Street

9. Axon Cameras for Monterey Police Department
10. Conveyance of Property to Town of Monterey

    Mayor Garcia stated that he received a phone call from the quartermaster of the VFW and they are dissolving their charter. The building will be conveyed to the Town of Monterey.
11. Resolution Calling for Public Hearing for Proposed Annexation by Owner Consent and Approving Plan of Services
12. 2026-2027 Budget

    Mayor Garcia stated that we need to make a budget amendment on the water side for the water rates.

    Budget amendments for the 2025-2026 budget year.

ADJOURNMENT

Date/Time: 7/30/2026 9:56 AM

City of Monterey
Invoice Listing By GL Account

User: Ella Dishman

GL Account Number	Vendor Name	Vendor Number	Invoice Number	Invoice Date	Invoice Net Amount
110-41500-310	Staples Business Credit	401	6067173236	07/30/2026	$5.37
110-41500-310	Staples Business Credit	401	6067173240	07/30/2026	$55.24
110-41500-310	Staples Business Credit	401	6067173244	07/30/2026	$90.98
110-41500-320	Landers Trade	252	5459676	07/30/2026	$56.98
110-41500-320	Staples Business Credit	401	6067173245	07/30/2026	$52.98
110-41500-320	Unifirst	484	1810189508	07/30/2026	$20.09
110-41500-320	Unifirst	484	1810190413	07/30/2026	$20.09
110-41500-320	Unifirst	484	1810191311	07/30/2026	$20.09
110-41500-320	Unifirst	484	1810192232	07/30/2026	$20.09
110-41500-519	Public Entity Partners	341	2710068	07/30/2026	$173.62
110-41500-519	Public Entity Partners	341	2750179	07/30/2026	$5,236.14
110-41500-734	Putnam County Animal Shelter	326	08012026	07/30/2026	$550.00
110-41990-325	EAST TN PORTABLES		546043	07/30/2026	$90.00
110-41990-329	SHERRILL PUMPING, LLC		1344	07/30/2026	$175.00
110-42100-261	O'REILLY AUTO PARTS		7067115755	07/30/2026	$64.99
110-42100-261	O'REILLY AUTO PARTS		7067115758	07/30/2026	$129.99
110-42100-310	Staples Business Credit	401	6067173248	07/30/2026	$49.98
110-42100-519	Public Entity Partners	341	2710068	07/30/2026	$1,758.13
110-42100-519	Public Entity Partners	341	2750179	07/30/2026	$1,369.61
110-42200-261	O'REILLY AUTO PARTS		7067114143	07/30/2026	$150.81
110-42200-320	Nafeco	288	1429105	07/30/2026	$207.80
110-42200-519	Public Entity Partners	341	2710068	07/30/2026	$8.50
110-42200-519	Public Entity Partners	341	2750179	07/30/2026	$15.65
110-43100-261	Mountain Farm International	280	57597	07/30/2026	$1,814.38
110-43100-320	Badger Meter	60	11042	07/30/2026	$83.97
110-43100-320	Southern Landscape Supply, Inc	398	0163747	07/30/2026	$682.00
110-43100-320	Unifirst	484	1810189508	07/30/2026	$31.05
110-43100-320	Unifirst	484	1810190413	07/30/2026	$31.05
110-43100-320	Unifirst	484	1810191311	07/30/2026	$31.05
110-43100-320	Unifirst	484	1810192232	07/30/2026	$31.05
110-43100-519	Public Entity Partners	341	2710068	07/30/2026	$712.87
110-43100-519	Public Entity Partners	341	2750179	07/30/2026	$482.83

Date/Time: 7/30/2026 9:56 AM

City of Monterey
Invoice Listing By GL Account

User: Ella Di

GL Account Number	Vendor Name	Vendor Number	Invoice Number		Invoice Date	Invoice Net Amount
110-43100-939	R.J. Corman Railroad Company	372	36005609		07/30/2026	$1,459.67
110-43170-320	Staples Business Credit	401	6067173238		07/30/2026	$117.48
110-43170-320	Staples Business Credit	401	6067173239		07/30/2026	$188.67
110-43170-320	Staples Business Credit	401	6067173241		07/30/2026	$96.05
110-43170-320	Staples Business Credit	401	6067173244		07/30/2026	$85.38
			Totals For Fund	110		$16,169.63
121-43100-471	Copeland Drp, Llc	78	17356		07/30/2026	$1,180.27
121-43100-471	Copeland Drp, Llc	78	17412		07/30/2026	$1,183.91
			Totals For Fund	121		$2,364.18
123-44100-320	Staples Business Credit	401	6067173242		07/30/2026	$168.54
123-44100-320	Staples Business Credit	401	6067173244		07/30/2026	$86.38
			Totals For Fund	123		$254.92
125-47210-320	Stone Creative		836862		07/30/2026	$495.00
			Totals For Fund	125		$495.00
131-43200-261	HWY TIRE		80226		07/30/2026	$1,143.84
131-43200-261	O'REILLY AUTO PARTS		7067115409		07/30/2026	$200.60
131-43200-295	Putnam County Solid Waste	309	06302026		07/30/2026	$4,961.10
131-43200-320	Stringfellow, Inc.	376	8853		07/30/2026	$2,525.50
131-43200-320	Unifirst	484	1810189508		07/30/2026	$28.60
131-43200-320	Unifirst	484	1810190413		07/30/2026	$28.60
131-43200-320	Unifirst	484	1810191311		07/30/2026	$28.60
131-43200-320	Unifirst	484	1810192232		07/30/2026	$28.60
131-43200-519	Public Entity Partners	341	2710068		07/30/2026	$986.54
			Totals For Fund	131		$9,931.98
413-52113-269	Chemical Feed Systems, Inc	69	130635		07/30/2026	$525.00
413-52113-269	Dycho Co., Inc	118	110816		07/30/2026	$573.55
413-52113-269	Dycho Co., Inc	118	110817		07/30/2026	$1,294.24
413-52113-320	Pace Analytical National	338	26801951885		07/30/2026	$161.00
413-52113-320	Pace Analytical National	338	26801951897		07/30/2026	$150.00
413-52113-320	Unifirst	484	1810189508		07/30/2026	$40.43

GL Account Number	Vendor Name	Vendor Number	Invoice Number	Invoice Date	Invoice Net Amount
413-52113-320	Unifirst	484	1810190413	07/30/2026	$40.43
413-52113-320	Unifirst	484	1810191311	07/30/2026	$40.43
413-52113-320	Unifirst	484	1810192232	07/30/2026	$40.43
413-52113-322	Dycho Co., Inc	118	110655	07/30/2026	$8,066.78
413-52113-322	Dycho Co., Inc	118	110702	07/30/2026	$11,452.32
413-52114-261	O'REILLY AUTO PARTS		7067117097	07/30/2026	$55.00
413-52114-320	DEVIN WALKER		21064	07/30/2026	$2,400.00
413-52114-320	Power Equipment	335	53163	07/30/2026	$919.14
413-52114-320	Unifirst	484	1810189508	07/30/2026	$32.83
413-52114-320	Unifirst	484	1810190413	07/30/2026	$32.83
413-52114-320	Unifirst	484	1810191311	07/30/2026	$32.83
413-52114-320	Unifirst	484	1810192232	07/30/2026	$32.83
413-52114-338	G. & C. Supply Co., Inc.	168	7030792	07/30/2026	$219.79
413-52114-338	G. & C. Supply Co., Inc.	168	7030793	07/30/2026	$74.20
413-52114-338	G. & C. Supply Co., Inc.	168	7031578	07/30/2026	$759.16
413-52114-338	UTILITY SOLUTIONS & AUTOMATION, LLC		5710	07/30/2026	$3,096.00
413-52213-261	O'REILLY AUTO PARTS		7067116862	07/30/2026	$44.60
413-52213-320	Badger Meter	60	10654	07/30/2026	$11.24
413-52213-320	Hart Fueling, LLC		166834	07/30/2026	$600.00
413-52213-320	IN-SITU, INC		126072	07/30/2026	$8,162.00
413-52213-320	IN-SITU, INC		126460	07/30/2026	$5,156.50
413-52213-320	Unifirst	484	1810189508	07/30/2026	$30.01
413-52213-320	Unifirst	484	1810190413	07/30/2026	$30.01
413-52213-320	Unifirst	484	1810191311	07/30/2026	$30.01
413-52213-320	Unifirst	484	1810192232	07/30/2026	$30.01
413-52213-322	Dycho Co., Inc	118	110906	07/30/2026	$3,525.83
413-52213-322	Dycho Co., Inc	118	110907	07/30/2026	$1,082.40
413-52213-322	Hach Company	187	15076158	07/30/2026	$179.78
413-52213-322	Pace Analytical National	338	26801949600	07/30/2026	$300.00
413-52213-322	Pace Analytical National	338	26801950726	07/30/2026	$1,854.00
413-52316-310	Staples Business Credit	401	6067173240	07/30/2026	$55.24
413-52316-320	Staples Business Credit	401	6067173245	07/30/2026	$52.98

GL Account Number	Vendor Name	Vendor Number	Invoice Number	Invoice Date	Invoice Net Amount
413-52316-519	Public Entity Partners	341	2710068	07/30/2026	$1,536.86
413-52316-519	Public Entity Partners	341	2750179	07/30/2026	$43,693.28
			Totals For Fund 413		$96,413.97
			Grand Total		$125,629.68

Ordinance No. 26-886

AN ORDINANCE OF THE TOWN OF MONTEREY, TENNESSEE AMENDING THE MONTEREY MUNICIPAL CODE OF ORDINANCES BY AMENDING TITLE 1 ADMINISTRATION, CHAPTER 1: BOARD OF MAYOR AND ALDERMEN BY INCLUDING TIME AND PLACE OF MONTHLY WORKSHOP MEETINGS OF THE BOARD OF MAYOR ALDERMEN.

Be It Ordained by the Board of Mayor and Aldermen of the Town of Monterey, Tennessee that Title 1, Chapter 1, Section 1-101 of the Municipal Code is hereby amended to include monthly workshops as follows:

Section 1: The Board of Mayor and Aldermen shall hold regular monthly workshop meetings at 7:00 P.M. on the Thursday before the regular scheduled board monthly meetings meetings, which occur on the first Monday of the month at Monterey City Hall. Monterey Code of Ordinances Section 1-102 Failure of members to attend meetings shall not apply to missed workshops.

This Ordinance shall take effect upon it passage, the public welfare requiring it.

Approved on First Reading_____________________
Approved on Second Reading___________________
Approved on Third Reading____________________

_____________________ _____________________________
Mayor **Attest: City Recorder**

____
City Attorney

ORDINANCE #26-887

AN ORDINANCE OF THE BOARD OF	**) ORDINANCE NO.___________**
MAYOR AND ALDERMEN OF THE	**) Requested By:_____________**
TOWN OF MONTEREY, TENNESSEE,	**) Prepared By:**
TO PROVIDE A TAX LEVY FOR THE	**) APPROVED AS TO FORM**
TOWN OF MONTEREY, TENNESSEE	**) AND CORRECTNESS:**
FOR THE FISCAL YEAR ENDING	**) ____________________**
2027; TO PROVIDE MEANS FOR THE	**)**
COLLECTION OF REVENUES; AND	**) PASSED 1ST READING:______**
ESTABLISH THE DUE DATES AND	**) PASSED 2ND READING: ______**
DELINQUENCY DATES FOR PROPERTY	**) PASSED 3RD READING: ______**
TAXES SUBJECT TO CERTIFIED TAX RATE	**) MINUTE BOOK____PAGE____**

THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MONTEREY, TENNESSEE HEREBY ORDAINS:

Section 1. That there shall be a property tax levy of the certified tax rate on each one-hundred dollars of taxable property, assessed at 25% for real property, 40% for commercial property, 55% for public utilities, and 30% for personal property within the corporate limits of Monterey, Tennessee. Said property taxes to be allocated on the following basis:

General Fund	$0.8028

Section 2. That said property taxes shall be due and payable on the first day of October, 2026, and shall accrue interest from and after the first day of March, 2027, as provided by state law. As soon after the first day of April, 2027 as is practical, but in no event later than October 2027, it shall be the duty of the CMFO to present to the Putnam County Clerk and Master a certified list of all delinquent taxes, which the Clerk and Master shall proceed, according to law, to collect the same and make his or her return thereon no later than December 1, 2027.

Section 3. That there is hereby levied by and for the use of the Town of Monterey, Tennessee, a business tax upon merchants and other vocations, occupations, and businesses doing business of exercising a taxable privilege as defined by the Business Tax Act of the State of Tennessee and all amendments thereto. The proceeds of the business tax levy shall accrue to the General Fund.

Section 4. That all other revenue not herein provided for shall be allocated as directed by the Board of Mayor and Aldermen. All revenues received from the operations of the Water Department shall accrue to the Water Department.

Section 5. That all prior year tax collections shall be allocated to the various funds on the basis of the tax rate allocation for that tax year.

Section 6. That this ordinance shall take effect after its final passage, the public welfare requiring it.

THE TOWN OF MONTEREY, TN

Date: ____________

____
Alex Garcia, Mayor

ATTEST:

____
Ella Dishman, CMFO

Ordinance No. 26-888

An Ordinance of the

Town of Monterey, Tennessee

Amending the Fiscal Year 2026 Budget

WHEREAS the governing body adopted the fiscal year 2026_ budget by Ordinance Number 25-877 on June 2, 2025; and

WHEREAS the budget was submitted to the Tennessee Comptroller's Division of Local Government Finance for approval; and

WHEREAS pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and

WHEREAS the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and

SECTION 1. Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2026 budget.

Fund Name:	GENERAL FUND - EXPENDITURES			
Account #	Account Name	Original Budget	Amended Budget	Budget Amendment / Change
110-41500-182	Financial Admin	$81,000.00	$83,100.00	$3,100.00
110-41500-184	Financial Admin	$25,000.00	$28,055.48	$3,055.48
110-41500-241	Financial Admin	$10,000.00	$12,345.29	$2,345.29
110-41500-255	Financial Admin	$20,600.00	$24,035.63	$4,035.63
110-41500-320	Financial Admin	$20,000.00	$23,855.93	$3,855.93
110-41500-519	Financial Admin	$50,000.00	$51,226.62	$1,226.62
110-41500-726	Financial Admin	$15,000.00	$24,901.37	$9,901.37
110-41990-328	Cultural Develop.	$15,000.00	$54,980.88	$39,980.88
110-42200-261	Fire Dept	$4,000.00	$23,348.91	$19,348.91
110-42200-320	Fire Dept	$10,000.00	$19,300.52	$9,300.52

110-42200-940	Fire Dept	$88,000.00	$127,300.12	$39,300.12
110-42200-944	Fire Dept	$25,000.00	$30,111.08	$5,111.08
110-43100-142	Street Dept	$86,000.00	$104,633.05	$18,633.05
110-43100-320	Street Dept	$60,000.00	$106,105.77	$46,105.77
110-43100-944	Street Dept	$0.00	$261,857.72	$251,857.72

Fund Name:	GENERAL FUND REVENUES			
Account #	Account Name	Original Budget	Amended Budget	Budget Amendment / Change
36810	Transfer from Health	$73,039.00	$158,650.00	$85,611.00
36710	Donat./Special Events	$15,000.00	$47,550.00	$32,550.00
34133	Employee Contribut.	$31,000.00	$49,461.67	$18,461.67
31600	Local Sales Tax	$700,000.00	$734,117.52	$34,117.52
27100	Undesignated Fund	$0.00	$286,418.18	$286,418.18

Fund Name:	WATER SEWER EXPENDITURES			
Account #	Account Name	Original Budget	Amended Budget	Budget Amendment / Change
413-52213-269	Sewer Treatment Plant	$25,000.00	$690,703.31	$665,703.31

Fund Name:	WATER SEWER REVENUES			
Account #	Account Name	Original Budget	Amended Budget	Budget Amendment / Change
27100	Undesignated Fund Balance	$0.00	$665,703.31	$665,703.31

SECTION 2. Now, therefore, be it resolved that this ordinance shall take effect immediately upon final passage.

Signed ______________________________

Printed Name __________________________, Mayor

Attested

Signed ______________________________

Printed Name ___________________________ Town Administrator

Date of First Reading: ______________________________

Date of Second Reading: ____________________________

Date of Third Reading: ______________________________

Ordinance No. 26-889

An Ordinance of the

Town of Monterey, Tennessee

Amending the Fiscal Year 2027 Budget

WHEREAS the governing body adopted the fiscal year 2027 budget by Ordinance Number 26-885 on June 1, 2026; and

WHEREAS the budget was submitted to the Tennessee Comptroller's Division of Local Government Finance for approval; and

WHEREAS pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and

WHEREAS the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and

SECTION 1. Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2027 budget.

Fund Name:	WATER/SEWER EXPENDITURES			
Account #	Account Name	Original Budget	Amended Budget	Budget Amendment / Change
413-52213-269	Sewer Treatment Plant	$25,000.00	$217,500.00	$192,500.00
413-52114-338	Water Transmission	$100,000.00	$275,000.00	$175,000.00
Fund Name:	WATER/SEWER REVENUES			
Account #	Account Name	Original Budget	Amended Budget	Budget Amendment / Change
37110	Metered Water Sales	$1,228,000.00	$1,403,000.00	$175,000.00
37210	Sewer Service	$425,000.00	$617,500.00	$192,500.00

SECTION 2. Now, therefore, be it resolved that this ordinance shall take effect immediately upon final passage.

Signed ______________________________

Printed Name __________________________, Mayor

Attested

Signed ______________________________

Printed Name ___________________________, Town Administrator

Date of First Reading: ______________________________

Date of Second Reading: ____________________________

Date of Third Reading: _____________________________

Resolution #2026-011

A Resolution Calling for a Public Hearing on the Proposed Annexation of Territory into the Town of Monterey by Owner Consent and Approving a Plan of Services

The Crawford annexation area consists of one (1) parcel located on Crossville Hwy (Highway 70) just east of exit 301. The parcel is located entirely within the Monterey Urban Growth Boundary. There are approximately 29.5 acres in total in the annexation which will includes a portion of the right-of-way of Crossville Hwy.

The annexation area consists of one parcel in its entirety: Parcel 002.01 on Map 078 of the Putnam County Tax Maps as graphically depicted on Exhibit 2Exhibit 2 is a graphical depiction of the general location of the proposed annexation area.

WHEREAS, the Town of Monterey, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries by owner consent; and

WHEREAS, a plan of services for the territory proposed for annexation by owner consent has been reviewed by the Monterey Planning Commission; and

WHEREAS, the governing body desires to conduct a public hearing on the proposed annexation and plan of services;

NOW THEREFORE BE IT RESOLVED by the Town of Monterey Tennessee as follows:

A. That a public hearing is hereby scheduled for 7:00 *pm* on September 14, 2026 at Monterey City Hall, on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

The annexation area consists of one parcel in its entirety: Parcel 002.01 on Map 078 of the Putnam County Tax Maps as graphically depicted on Exhibit 2Exhibit 2 is a graphical depiction of the general location of the proposed annexation area

B. That a copy of this resolution, describing the territory proposed for annexation by owner consent, along with the plan of services, shall be promptly sent to the last known address listed in the office of the Putnam county property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation.

C. That a copy of this resolution shall also be published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the Town of Monterey, and by publishing notice of the resolution at or about the same time in the Herald-Citizen, a newspaper of general circulation in such territory and the Town of Monterey.

D. That notice of the time, place and purpose of a public hearing on the proposed annexation by owner consent and the plan of services shall be published in a newspaper of general circulation in the Town of Monterey not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing.

E. APPLICABLE TO MUNICIPALITIES NOT MAINTAINING ITS OWN SCHOOL SYSTEM – That written notice of the proposed annexation shall be sent to the affected school system as soon as possible, but in no event less than thirty (30) days before the public hearing.

WHEREUPON, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

Mayor____

Date: ____

____

Town Recorder

Approved as to Form and Legality this ____ day of ________, 20__

____

Town Attorney

PLAN OF SERVICES
CRAWFORD ANNEXATION AREA

The Town of Monterey has received a petition requesting annexation from the owner(s) of a property contiguous with the corporate limits. The purpose of this document is to present a Plan of Services for the territory. For identification purposes the territory has been designated as the Crawford Annexation Area. This document was prepared by the Highlands Planning Department with consultation with applicable city departments.

Description of Area

The Crawford annexation area consists of one (1) parcel located on Crossville Hwy (Highway 70) just east of exit 301. The parcels are located entirely within the Monterey Urban Growth Boundary. There are approximately 29.5 acres in total in the annexation which will include the right-of-way of Crossville Hwy.

The annexation area consists of one parcel in its entirety: Parcel 002.01 on Map 078 of the Putnam County Tax Maps as graphically depicted on Exhibit 2.

Exhibit 2 is a graphical depiction of the general location of the proposed annexation area.

The proposed annexation territory is near the Interstate 40 Exit 301 interchange. The property owner(s) indicated that a primary reason for requesting annexation is to for residential development of the property. The Highlands Planning Department and the Monterey Municipal Planning Commission recommend that the area be zoned R-1, Low Density Residential.

Plan of Services

A. Police Protection

Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, will be provided upon the effective date of annexation.

B. Fire Protection

Fire protection by present personnel and equipment of the fire fighting force, within the limitations of available water supply and distances from existing fire stations; will be provided upon the effective date of annexation.

C. Water

Water service will be provided to the annexation area by the Town of Monterey at city rates within one year of the effective date of annexation. Connections to the existing water system will be at the expense of the property owner/developer and service will be provided at city rates. Any development requiring water service may extend water at developer's expense. Connection expenses (tap and any other such fees) shall be paid by the developer before new connections are permitted.

D. Sanitary Sewer

Monterey's new wastewater treatment plant is operational. Monterey will extend sewer service to this area following the existing sewer extension plans. Sewer service shall be provided by the city within a maximum of 10 years. Any development requiring sewer may extend sewer at developer's expense. The Town will seek grants to help extend sewer for industrial/commercial uses.

Connections to the existing sewer system will be at the expense of the property owner/developer and service will be provided at city rates. Connection expenses (tap and any other such fees) shall be paid by the developer before new connections are permitted.

E. Solid Waste Collection and Disposal

The same regular refuse collection service now provided within the city shall be extended to the annexed area within sixty (60) days after the effective date of annexation.

F. Streets

Crossville Hwy is a state route (Hwy 70) maintained by Tennessee Department of Transportation (TDOT). All emergency maintenance of streets (repair of hazardous chuckholes, measures necessary for traffic flow, etc.), routine maintenance, reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other major improvements will be accomplished under the current policies of TDOT.

Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

G. Inspection Services

All inspection services now provided by the city (building, plumbing, gas, housing, fire etc.) will begin on the effective date of annexation.

H. Planning and Zoning

The planning and zoning jurisdiction of the city will extend to the annexed area on the effective date of annexation. City planning will thereafter encompass the annexed area. An Ordinance establishing zoning for the area as R-1 Low Density Residential shall be adopted following approval of annexation.

I. Recreational Facilities

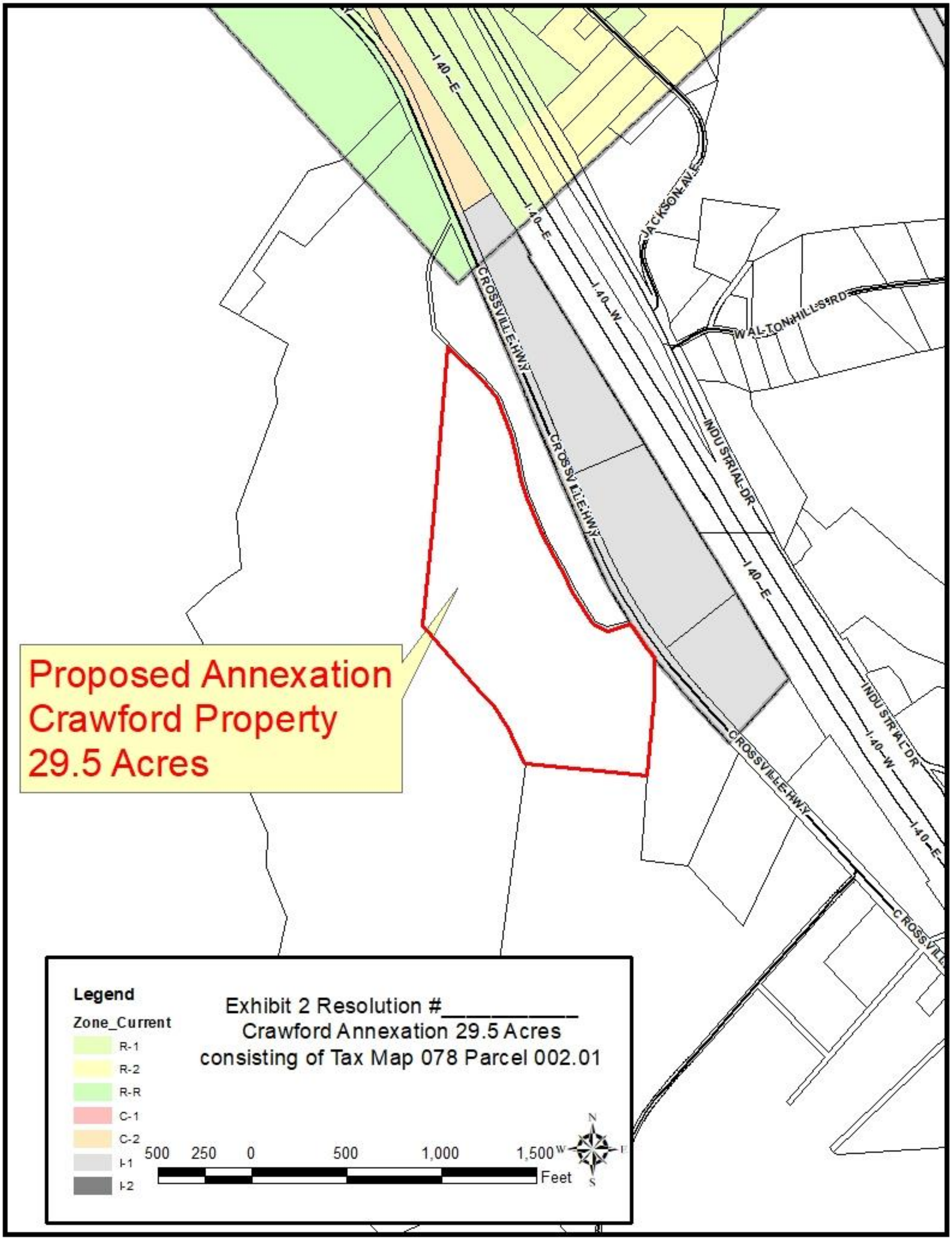
Residents of the annexed area may use all existing recreational facilities, parks, etc. on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational programs and facilities in the enlarged city.

J. Electrical Service and Street Lighting

Electric service for domestic, commercial, and industrial use to the annexed area will continue to be provided by the Volunteer Energy Cooperative. The Town of Monterey will extend street lighting in the annexation area as per the existing policies regarding street lighting.

K. Natural Gas Service

Natural gas is provided by Middle Tennessee Natural Gas (MTNG) in the annexation area and is available. Natural Gas service will be extended based on customer demand and when economically feasible, according to the policies and procedure of Middle Tennessee Natural Gas. Developers may extend natural gas lines to a proposed development according to the policies and procedure of the Middle Tennessee Natural Gas.



I 40 E
I 40 W
JACKSON AVE
WALTON HILLS RD
CROSSVILLE HWY
INDUSTRIAL DR
Proposed Annexation
Crawford Property
29.5 Acres
Legend
Zone_Current
R-1
R-2
R-R
C-1
C-2
I-1
I-2
Exhibit 2 Resolution #___________
Crawford Annexation 29.5 Acres
consisting of Tax Map 078 Parcel 002.01
500 250 0 500 1,000 1,500
Feet
N
S
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E

TOWN OF MONTEREY, TENNESSEE

RESOLUTION NO. 26-012

A RESOLUTION AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF MONTEREY AND THE AMY JARED 2022 TRUST AND MARK JARED 2024 TRUST REGARDING THE NON-EXCLUSIVE USE OF A TOWN-OWNED PARKING LOT

WHEREAS, the Town of Monterey owns the public parking lot located adjacent to the Nashville and Eastern Railroad and the former Ely and Walker manufacturing facility; and

WHEREAS, the former Ely and Walker manufacturing facility is now owned by the Amy Jared 2022 Trust and Mark Jared 2024 Trust and is presently occupied and operated by Cumberland Container Corporation; and

WHEREAS, the owners may, from time to time, lease portions of the facility to other lawful commercial tenants whose operations may also require reasonable access to the adjacent Town-owned parking lot and loading dock; and

WHEREAS, the Town-owned parking lot historically served the former Ely and Walker manufacturing facility prior to its acquisition by the Town of Monterey; and

WHEREAS, the Town of Monterey Board of Mayor and Aldermen recognizes the potential economic and community benefits associated with continued operation, expansion, and occupancy of the former Ely and Walker facility by Cumberland Container Corporation and other lawful commercial tenants; and

WEREAS, the board desires to explore a cooperative arrangement that would permit the on-exclusive use of the Town-owned parking lot while preserving the property as public parking and protecting the Town’s ability to utilize the property for municipal purposes and community events.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Monterey, Tennessee, as follows:

Section 1.

The Town Administrator is hereby authorized to negotiate with the Amy Jared 2022 Trust, the Mark Jared 2024 Trust, Cumberland Container Corporation, and any other appropriate parties for the purpose of preparing and proposed Memorandum of Understanding regarding the non-exclusive use of the Town-owned parking lot adjacent to the former Ely and Walker facility.

Section 2.

The proposed Memorandum of Understanding shall be developed in a manner that protects the Town's ownership of the property, preserves the parking lot as public parking, reserves the Town's right to utilize the property for municipal operations and community events, and supports continued economic development within the Town.

Section 3.

Any proposed Memorandum of Understanding negotiated pursuant to this resolution shall be presented to the Board of Mayor and Aldermen for review and approval prior to execution. Nothing in this resolution shall be construed as authorizing the execution of a Memorandum of Understanding or conveying any interest in Town property.

Section 4.

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

Adopted this _____ day of ___________________, 20_____.

TOWN OF MONTEREY

Alex Garcia, Mayor

ATTEST:

Town Recorder/CMFO

RESOLUTION 26-013

Be it resolved by the governing body of the City/Town of ___Monterey___, Tennessee, that the Municipal Technical Advisory Service is hereby requested to codify and revise the ordinances of the City/Town of ___Monterey___ at the earliest possible date. The City/Town of ___Monterey___ agrees to pay the Municipal Technical Advisory Service ___$4,800.00___ for the codification and revision of its ordinances based on their current population of ___2,746___. Fifty percent (50%) of the cost will be paid when ordinances are requested for codification and the remaining fifty percent (50%) will be paid upon delivery of the first draft of the municipal code.

Passed and adopted by the governing body on the ____ day of ____, 20__

____
(Mayor)

THE UNIVERSITY of TENNESSEE

MUNICIPAL TECHNICAL ADVISORY SERVICE

CODIFICATION FEE SCHEDULE

JULY 2012

MTAS provides two classes of codification services: an annual update service and a complete code service.

The annual update service includes updating each city's code once a year by incorporating all of the ordinances adopted during the past year and any amendments made to the city's charter. All cities that take advantage of this service will pay an annual fee of $200, which includes the web hosting of the charter and full code as well as 10 copies of the updated pages. Additional copies will be invoiced separately based on our actual costs for duplication, dividers and shipping. When a city that is web hosted by MTAS submits ordinances to revise the code, the city will be charged twenty-one dollars ($21) per page based on the number of pages that are modified by the ordinances. For cities who do not have an MTAS web-hosted code, the city will be charged twenty-five dollars ($25) per page based on the number of pages that are modified by the ordinances. The per-page fee allows for a cost that is based on the amount of work done on each update. MTAS will invoice cities for updates when the work is completed and sent to the city.

The second service is for the creation of a complete code, which includes new codes from scratch, all conversions and re-codification of old MTAS codes and any conversion of a code prepared by a private code company. Charges for complete codes services are based on population because of the relative work load and the ability of the city to pay. MTAS will send an invoice to cities for 50 percent of the cost of a complete code when we are ready to begin work on the code, usually three to four months before completion. MTAS will invoice cities for the remaining 50 percent upon delivery.

Population Range		Complete Code	Annual Update					
			With Web Hosting			Without Web Hosting		
Minimum	Maximum		Web Hosting Fee	+	Per Page Fee	Web Hosting Fee	+	Per Page Fee
1	2000	$ 3,500.00	$ 200.00	+	$ 21.00	$ -	+	$ 25.00
2001	5000	$ 4,800.00	$ 200.00	+	$ 21.00	$ -	+	$ 25.00
5001	10000	$ 7,300.00	$ 200.00	+	$ 21.00	$ -	+	$ 25.00
10001	15000	$ 9,300.00	$ 200.00	+	$ 21.00	$ -	+	$ 25.00
15001	25000	$ 13,000.00	$ 200.00	+	$ 21.00	$ -	+	$ 25.00
25001	50000	$ 14,500.00	$ 200.00	+	$ 21.00	$ -	+	$ 25.00
50001	over	$ 18,000.00	$ 200.00	+	$ 21.00	$ -	+	$ 25.00

RESOLUTION NO. 26-014

RESOLUTION OF THE TOWN OF MONTEREY, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES, SERIES 2026, IN AN AMOUNT NOT TO EXCEED $500,000, AND PROVIDING FOR THE PAYMENT OF SAID NOTES

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of the Town of Monterey, Tennessee (the "Municipality" or the "Town"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of financing stormwater projects and downtown improvement projects within the Town, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, with the Town receiving reimbursement for such costs from grant proceeds (collectively, the "Project");

WHEREAS, the Town finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project;

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the “Act”), to issue such notes for said purposes upon the approval of the Comptroller of the Treasury or the Comptroller’s designee; and,

WHEREAS, the Town has determined that the Project is a public works project within the meaning of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Monterey, Tennessee, as follows:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to the Act, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of the Act, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed $500,000, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2026". The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 4.25% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than the end of the third fiscal year following the fiscal year in which the notes are issued. If the Notes are issued through the Tennessee Municipal Bond Fund ("TMBF"), alternative loan program, the rate of interest will include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Notes, based on the outstanding principal amount of the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to exceed three (3) years.

Interest on the Notes shall be payable by wire transfer, electronic means, or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall be subject to redemption, in whole or in part, prior to maturity at the option of the Town, upon thirty (30) calendar days written notice to the registered owner, at the price of par plus accrued interest to the date of redemption.

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor and shall be countersigned by the Recorder, with his or her manual signature. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The Recorder of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the general debt service fund of the Municipality (the "Note Fund"), which is hereby authorized to be created, and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Comptroller of the Treasury or the Comptroller's Designee. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until the Town has received the written approval of the Comptroller of the Treasury or the Comptroller's designee, as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, Recorder, Town Administrator, Town Attorney, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval.

After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards, and as approved by the Comptroller of the Treasury or the Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or the Comptroller's designee immediately upon its adoption; provided however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or the Comptroller's designee, in accordance with the Act. If the Comptroller of the Treasury or the Comptroller's designee determines that the budget does not comply with the Act, the Municipality shall adjust its estimates or make additional tax levies sufficient to comply with the Act, or as directed by the Comptroller of the Treasury or the Comptroller's designee.

Section 14. Sale of Notes. The Notes herein authorized shall be sold by the Mayor by private negotiated sale at a price of not less than par and accrued interest, in accordance with the Act.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation Capital Outlay Notes, Series 2026 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

Section 16. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented, or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 17. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed $10,000,000, and not more than $10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2026 calendar year will be designated as "qualified tax-exempt obligations".

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes

Section 19. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The Mayor, the Recorder, the Town Administrator, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications in connection with the issuance of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 24. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 3rd day of August, 2026.

____
Alex Garcia, Mayor

Attest:

____
Ella Dishman, CMFO/Recorder

STATE OF TENNESSEE)
COUNTY OF PUTNAM)

I, Ella Dishman, hereby certify that I am the duly qualified and acting Recorder of the Town of Monterey, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on August 3, 2026; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed $500,000 General Obligation Capital Outlay Notes, Series 2026, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 3rd day of August, 2026.

____
Ella Dishman, Recorder/CMFO

(SEAL)

EXHIBIT A - FORM OF NOTE

Registered **Registered**
No._______ **$_________**

UNITED STATES OF AMERICA
STATE OF TENNESSEE
TOWN OF MONTEREY
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 2026

Registered Owner:

Principal Amount:

THE TOWN OF MONTEREY, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates, unless this Note shall have been duly called for prior redemption and payment of the redemption price shall have been made or provided for, the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 2027, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Recorder maintained at the Town Hall, Monterey, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "General Obligation Capital Outlay Notes, Series 2026" (the "Notes"), issued by the Municipality in the aggregate principal amount of $500,000. The Notes which are issued for the purpose of financing stormwater projects and downtown improvement projects within the Town, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, with the Town receiving reimbursement for such costs from grant proceeds, are authorized by an appropriate resolution of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen adopted on August 3, 2026, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the Recorder of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

The Municipality has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This note is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

The Municipality and the Note Registrar may deem and treat the entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall be subject to redemption, in whole or in part, prior to maturity, at the option of the Municipality, upon thirty (30) calendar days written notice to the Registered Owner, at the price of par plus accrued interest to the date of redemption.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MONTEREY, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the Recorder, all as of ___________, 2026.

TOWN OF MONTEREY
302 EAST COMMERCIAL AVENUE
MONTEREY, TENNESSEE 38574

August 4, 2026

Ms. Sheila Reed Via Email
Director
Division of Local Government Finance
Cordell Hull Building
425 Rep John Lewis Way N
Nashville, Tennessee 37243

Re: Not to exceed $500,000 General Obligation Capital Outlay Note, Series 2026, of the Town of Monterey, Tennessee

Dear Ms. Reed:

Pursuant to Title 9, Chapter 21, Part 6, Tennessee Code Annotated, the Town of Monterey, Tennessee (the "Town"), requests approval for the issuance of a not to exceed $500,000 General Obligation Capital Outlay Note, Series 2026 (the "Note"). The proceeds of the Note will be used to provide funds to finance stormwater projects and downtown improvement projects within the Town, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto, with the Town receiving reimbursement for such costs from grant proceeds.

The Note will be sold at a rate of interest not to exceed 4.25% per annum and will mature not later than the end of the third fiscal year from the date of issuance of the Note and have such other terms as set forth in the resolution authorizing the issuance of the Note, an executed copy of which is attached.

The Town is requesting approval for the issuance of the Note. The Note shall be sold by private negotiated sale. The closing costs in connection with the sale of the Note are $500 for bond and tax counsel.

The Town is also requesting a waiver of the level debt service requirement due to the uncertainty of when the Town will receive grant funds for reimbursement of funds spent by the Town for the costs of the project.

Yours truly,

TOWN OF MONTEREY, TENNESSEE

By: ___________________________________
Alex Garcia, Mayor

Attachments

C: Linda Mooningham
Tennessee Municipal Bond Fund

2026-2027 Property Conservation Matching Grant Program Guidelines

We are pleased to announce the launch of the 11th annual

Property Conservation Matching Grant Program

OBJECTIVE: ***To help members purchase items designed to protect insured property from a variety of covered perils.***

What is property conservation?

An organized and managed effort directed toward loss prevention and reduction.

Why is a property conservation program important?

- Loss prevention and reduction affect the frequency and severity of property losses. A property conservation program preserves and protects the physical assets of public agencies.
- Professional public organizations can — and should — manage their property loss prevention/control efforts through the use of available tools and technologies designed to meet the goals of a property conservation program.
- A comprehensive program can play a vital role in protecting agencies from the dangers of unforeseen property loss.

Please read this information in its entirety before completing the application:

1) Public Entity Partners will **reimburse up to 50 percent** of the cost of the property conservation-related approved item(s) with a maximum reimbursement based on the Priority Classification matrix rating.

2) **Matching grant funds must be used for property loss prevention/control items.** *(See participation rules in this document for additional information.)*

3) Entity must be an existing member and must currently have **property coverage** as of **7/1/2026**.

4) Applicants must be in good standing, current with applicable premiums with Public Entity Partners **and cooperative with previous property loss prevention/loss control recommendations.**

DEADLINE: Friday, September 18, 2026 (Close of Business)

GRANT NOTIFICATION DATE: Week of October 5, 2026

ELIGIBILITY: Available ONLY to members with **Property Coverage** as of **July 1, 2026.** Your expenditure may be made between **July 1, 2025 and April 1, 2027**.

RULES FOR PARTICIPATION

1. **Applications must be submitted online**. The application is **<u>DATE SENSITIVE</u>** and is subject to available funds**.**

2. **Matching grant funds must be used for property loss prevention/control items.** Examples include but are not limited to: lightning attenuation (lightning protection) systems, security fencing, bollards, infrared thermography, sprinkler head protective cages, security cameras or security lighting, computer network security hardening technologies or devices that are designed to protect computers, computer accessories, servers, or other <u>cyber related</u> member-owned assets (first party exposures) that can be damaged or stolen digitally. Grant funds may also be used for recommended loss prevention/control items identified by property conservation loss control surveys, transformer oil and gas testing recommendations to electric utilities generated by a transformer oil or gas analysis (TOGA) program, and/or deficiencies or maintenance recommendations generated by infrared thermography inspections. Items not eligible include but are not limited to: items subject to general wear and tear or operational items, such as new roofs, new water heaters, etc.

3. A signed **Resolution** or **Motion** (by the appropriate official: mayor or chairman of the board) passed by the governing body of the city/agency **MUST BE** provided. For boards of local government agencies that do not pass resolutions, a **Motion** is attached and may be signed by the appropriate Executive. In addition, also available on our website, please find a “fillable” Model Resolution/Motion, for your convenience.

   <u>NOTE</u>: If your resolution/motion cannot be approved and signed when your application is ready, you may <u>submit the application only</u>. However, the Resolution/Motion must be sent by November 6, 2026. Since the APPLICATION is date sensitive, it is NOT necessary to submit the application <u>and</u> resolution/motion together. Please note that your grant reimbursement check will not be sent to you until we have received this document.

4. Public Entity Partners will reimburse approved grants for one-half of the paid expenditures (50 percent), up to the maximum funding level for the participant's assigned classification.

5. *If* the Grant Committee approves your application, you will be asked to submit proof of payment(s) for your property conservation-related purchased item(s) before we can process your grant check. Invoices alone will NOT be used as proof of payment. **Please see Page 4 for a mandatory checklist of items needed for Grant reimbursement.**

GRANT CONSIDERATIONS: Consideration of grants will be based on a variety of issues, such as your entity's risk management practices, loss experience, and availability of funding and submission date.

1. The primary consideration will be the amount of available funding for the fiscal year.

2. Priority will be given to risk exposures noted in the property loss control site surveys, recommendations and/or loss trends, and a history of sound property risk management practices.

Grant funding will depend on the **earned property premium from the previous year**. You may contact Tahtia Mitchell at Tmitchell@PEpartners.org or 1-800-624-9698 to inquire about your classification.

PUBLIC ENTITY PARTNERS

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:
   1) CANCELLED check/bank statement OR credit card receipt/credit card statement OR Automated Clearing House (ACH) OR Automated Funds Transfer (AFT)
   2) 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:

Tahtia Mitchell
Grant & Scholarship Program
Tmitchell@PEpartners.org
Fax: 615-371-9212

The deadline for us to receive your application and close this program is Friday, September 18, 2026 (close of business). Grant notifications will be distributed the week of October 5, 2026.

Only ONE grant application may be approved for each town/city/agency during any given FISCAL YEAR. You may not "roll-over" an application from one fiscal year to another.

If approved for a grant, your proof of payment for expenditures must be received in this office by April 1, 2027.

If you need to know about your classification or if you have additional questions, please contact:

Tahtia Mitchell
Grant & Scholarship Program
Tmitchell@PEpartners.org
1-800-624-9698

Rating Classifications Funding Levels

Class I — Up to $5,000

Class II — Up to $4,000

Class III — Up to $2,500

Class IV — Up to $1,000

Class V — Up to $500

Property Coverage Classification Levels

Class I — Total Insured Property Value (TIV) of more than $50 million

Class II — TIV of more than $20 million and up to $50 million

Class III — TIV of more than $8 million and up to $20 million

Class IV — TIV of more than $2 million and up to $8 million

Class V — TIV equal to or less than $2 million

PUBLIC ENTITY PARTNERS

MODEL RESOLUTION
FOR GOVERNMENTAL ENTITIES

A RESOLUTION 26-015 AUTHORIZING

Town of Monterey

TO PARTICIPATE IN THE

PROPERTY CONSERVATION MATCHING GRANT PROGRAM

* * * * * * * * * * * * * * * * * * *

WHEREAS, the citizens of the Town/City of Monterey have entrusted this administration with the care and custody of city-owned property; and

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the Town/City of Monterey; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the **PROPERTY CONSERVATION MATCHING GRANT PROGRAM**; and

WHEREAS, the Town/City of Monterey now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN/CITY OF Monterey, TENNESSEE, the following:

SECTION 1. That the Town/City of Monterey is hereby authorized to submit application for the **PROPERTY CONSERVATION MATCHING GRANT PROGRAM** through the Loss Control Department of Public Entity Partners.

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

Resolved this 3rd day of August in the year of 2026.

____
Mayor

ATTEST:

____
City Recorder/Clerk/Finance Director

PUBLIC ENTITY PARTNERS

MODEL MOTION

FOR GOVERNMENTAL ENTITIES THAT DO NOT UTILIZE RESOLUTIONS

A MOTION AUTHORIZING

____

TO PARTICIPATE IN THE

PROPERTY CONSERVATION MATCHING GRANT PROGRAM

* *

WHEREAS, the current administration of the__________________________________ has been entrusted with the care and custody of agency-owned property; and

WHEREAS, all efforts shall be made to protect the agency-owned property from various perils that may arise for the ____________________________; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the **PROPERTY CONSERVATION MATCHING GRANT PROGRAM**; and

WHEREAS, the __________________________________now seeks to participate in this important program.

I, therefore, move that the ____ is hereby authorized to submit application for the **PROPERTY CONSERVATION MATCHING GRANT PROGRAM** through the Loss Control Department of Public Entity Partners; and that the ______________________________ is further authorized to provide a matching sum for any monies provided by this grant.

A motion was made by ____ and properly seconded, and then passed on by the Board on

__________________________ day of ___________________________________ in the year of ___________.

____
Appropriate Signature

Property Detail

County	PUTNAM
Owner	BOHANNON DON M
Owner 2	ETUX JULIE H BOHANNON
Property Address	E CRAWFORD AVE 100
Parcel ID	048N F 034.00
Deeded Acreage	0
Subdivision	CUMB MTN COAL CO
Subdivision Lot	LIST

PROPERTY ASSESSMENT DATA

CLICK HERE IF YOU HAVE A CONCERN ABOUT TH

Parcel Highlight

PRINT

The content contained herein is made available by the Tennessee Comptroller of the Treasury as a public
not be relied upon as evidence of property ownership. Any questions regarding content on this site shou
the property is located. The user hereby acknowledges that the content on this site is dynamic and in a c
guaranteed. The Tennessee Comptroller of the Treasury makes no warranty, express or implied, and assur
fulfill their intended purposes in accessing or using information or for omissions in content.

This Instrument Prepared By: Evan Wright
Wright & Wright, LLP
Attorney at Law
420 W Main Street
Livingston, Tennessee 38570
(931) 823-4182
info@wrightwrightlaw.com

Item # 16.

QUITCLAIM DEED

For good and valuable consideration received, I, **Chip Pennington, Commander of the Veterans of Foreign Wars of Monterey, Tennessee Post No. 6277** ("Grantor"), pursuant to a meeting and vote held on July 23 2026, do hereby sell and convey unto **the Town of Monterey, a municipality organized and existing under the laws of the State of Tennessee** ("Grantees"), all of the rights and interest in the following described property, lying and being in the 14th Civil District of Putnam County, Tennessee and being more particularly described as follows:

Beginning on a stake the Southwest intersection of Poplar Street and Commercial Avenue., running thence West with the South line of Commercial Avenue, 100 feet to the Northeast corner of Lot No., 5; thence South 140 feet to a stake on the T.C.R.R. right-of-way; thence East said right-of-way 100 feet to Poplar Street; thence North with West line of Poplar Street 140 feet to the beginning. Being Lots 1,2,3., and 4 in Block No. 36 of the plan of the Town of Monterey., Tennessee, plat of which is of record in the Register's Office of Putnam County, Tennessee, in Vol. P., ·pages 28-29.

This conveyance is subject to prior restrictions of record in the deed below.

DRAFTER MAKES NO WARRANTY WITH THE DESCRIPTION WHICH WAS TRANSCRIBED FROM A PREVIOUS DEED.

PREVIOUS AND LAST conveyance being a deed from Ernest England and wife, Maggie England, dated October 6, 1947, and recorded August 26, 1957, in Book 073, Page 387, in the Register's Office for Putnam County, Tennessee.

Map 048O, Parcel 001.00

Tax notices may be mailed to ______________________________.

The words "Grantor" and "Grantee(s)" shall include their respective successors and assigns where the context requires or permits.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this _____ day of ____________, 20___.

GRANTOR:

Chip Pennington
____
By: Chip Pennington, Commander
Veterans of Foreign Wars
Monterey, Tennessee

STATE OF TENNESSEE

COUNTY OF PUTNAM

Before me, the undersigned Notary Public, of the State and County aforesaid, personally appeared CHIP PENNINGTON, Commander of the Veterans of Foreign Wars of Monterey, Tennessee, with whom I am personally acquainted with, the within named bargainer, and executed the foregoing instrument for the purpose therein contained, by signing the name Chip Pennington.

WITNESS my hand and seal, this 28th day of July, 20__.

Ella Dishman
Notary Public

My Commission Expires: July 10, 2029

ELLA DISHMAN STATE OF TENNESSEE NOTARY PUBLIC PUTNAM COUNTY

I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for the transfer or the value of the property transferred, whichever is greater, is $________, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiants/Grantees

Subscribed and sworn to before me this 28th day of July, 2026

Ella Dishman
Notary Public
My Commission Expires: July 10, 2029

ELLA DISHMAN STATE OF TENNESSEE NOTARY PUBLIC PUTNAM COUNTY

Standing Stone Memorial VFW Post 6277
Meeting Minutes
July 23, 2026

Special Post Meeting

7:00 PM - The meeting was called to order by Cmdr Pennington

The opening prayer was led by Quartermaster McCracken

The Pledge of Allegiance was waived by the Cmdr.

Roll call of Officers:
Present:
Commander – J. L. Pennigton
Sr Vice Cmdr – J. Wolfgram
Quartermaster – J. McCracken
2-year Trustee – L. Jackson
3-year Trustee – D. Phipps
Absent:
Jr Vice Cmdr
Adjutant

Also in Attendance:

Life Member – Ron Sontag

The Quorum was satisfied.

In the absence of the Adjutant, Cmdr Pennington asked Ron Sontag to take the meeting minutes.

New Member Applications:
None.

Minutes:
The Cmdr waived the reading of the Meeting Minutes from July 2, 2026.

Quartermaster Report:
The Cmdr waived the reading of the Quartermaster's Report.

Comrades in Distress
None

Committees
No reports

Standing Stone Memorial VFW Post 6277
Meeting Minutes
July 23, 2026

Old Business:

QM McCracken reported that the Post's donation to the Veterans' Cemetery was complete.

New Business:

A discussion took place regarding our inability to sustain the continuance of the Post due to the loss of members because of the Special Honoring of "LGBTQ+ Veterans" by the National VFW, as demonstrated on the VFW website and Facebook Page.

U.S. Historical Military Tradition forbade those afflicted with such perversions from serving in the US Armed Forces and does so now by law.

As a "non-political organization," we find it incredulous that the Veterans of Foreign Wars would HONOR a certain group, not for any extraordinary military achievements or bravery, but singled out for their aberrant behavior alone!

Despite negative feedback from its members, the National VFW has repeatedly publicly embraced this detestable behavior in violation of its own Charter (Sec. 230102.4). Accordingly, Christian men can no longer freely associate with an organization that openly embraces and glorifies sinful behavior, for our very souls are in jeopardy for doing so.

Therefore, we will need to withdraw from the VFW in accordance with the VFW Bylaws.

QM McCracken read the Bylaw as follows:

"Sec. 210 - Surrender of Charter.

A Post may surrender its charter in accordance with the following procedures:

1. A motion to consider surrendering a Post charter shall be made and approved at a regular or special meeting of the Post. If approved, the Post Commander shall immediately provide to the Department Commander a list describing all assets and liabilities of the Post.
2. A Post may then, after at least twenty (20) days written notice to the Department Commander, District Commander and members of the Post, vote to surrender the charter upon a two-thirds (2/3) vote of the members present and voting at a regular or special meeting.
3. The Department Commander shall be notified immediately after the meeting, in writing, of the outcome of the vote to surrender the charter of a Post. If approved, the Department Commander shall, within thirty (30) days, request that the Commander-in-Chief cancel the charter. Pending such cancellation, the Post shall not dispose of any assets. "

Standing Stone Memorial VFW Post 6277
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July 23, 2026

QM McCracken further stated that the District Commander informed him that the 20 days stated in paragraph 2 of that process have been waived by the Department (Tennessee) Commander. And therefore, the vote taken on this day will be the only vote needed.

Quartermaster McCracken then read the deed restrictions on Post 6277's real property from Book 73, Page 387, Putnam County (copy attached. Note the typo in Paragraph 1. - "2677" should be "6277").

A discussion followed whereby it was pointed out that the post would not be able to honor the 25-year requirement of paragraph 2 of the Deed Restriction due to the tremendous cost over the 25 years.

QM McCracken made a motion that the requirements of Paragraph 2 and the 25-year wait of Paragraph 3 of the Deed Restrictions be eliminated. Trustee Jackson seconded the motion.
The motion was approved unanimously by those present. Therefore, the Deed Restriction of Paragraph 2 and the 25-year wait of Paragraph 3 no longer apply.

Ron Sontag made a motion that if we surrender our charter, we honor the remaining Paragraph 3 of the Deed Restrictions, if the City of Monterey agrees to maintain the Veterans' memorial currently located on the property. Quartermaster McCracken seconded the motion. The motion was approved unanimously by those present.

QM McCracken made a motion that all pending bills be paid, and any remaining funds are to be divided equally between selected Veterans' organizations before August 17, 2026.
A discussion resolved the following Veterans' Organizations as acceptable to the members, and incorporated into the motion:

1. Veterans' Retirement Home
2. Honor Guard
3. Disabled Veterans

Cmdr Pennington seconded the motion.
The motion was approved unanimously by those present.

QM McCracken made a motion that the Post surrender our Charter effective August 17, 2026. At which time we shall send the letter of intent. Sr Vice Cmdr Wolfgram seconded the motion.
The vote was held with no further discussion. The motion was approved unanimously by those present.

Item # 16.

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Having no further business at hand, Ron Sontag made a motion to adjourn. Seconded by QM McCracken; the motion carried unanimously.

8:10 PM Commander Pennington delivered the closing Prayer and then adjourned the meeting.

Respectfully submitted,

Ron Sontag, Acting Scribe

Approved:

James McCracken, Quartermaster

Approved:

J. L. Pennington, Commander


Irving Aly
Irving Aly
W Cleveland Ave
W Cleveland Ave
W Hoyt Ave
W Hoyt Ave
N Walnut St
N Walnut St
N Walnut St
34.00
1.00
16.00
15.00
1.01
11.00
2.00
14.00
10.00
13.00
9.00
3.00
8.00

Town of Monterey
302 Commercial Ave
Monterey, TN 38574
Phone: (931)839-3770

THIS AGREEMENT was made and effective into as of the 3rd day of August 2026, by and between the TOWN OF MONTEREY, a municipal corporation, (hereinafter referred to as "the Town"); and RAFFERTY CLEARY (hereinafter referred to as "Mr. Cleary" or the "Town Administrator").

WITNESSETH:

WHEREAS, Municipal Code of the TOWN OF MONTEREY (hereinafter "The Municipal Code") provides that a Town Administrator shall be the chief administrative officer of the Town and he shall be responsible to the board of mayor and Alderman for the administration of all City affairs placed in his charge by or under the Charter and/or the Municipal Code;

WHEREAS the Charter provides that the board may appoint a Town Administrator based on his executive and administrative qualifications to serve at the will of the board, and that the board shall fix the compensation of the Town administrator;

WHEREAS the board has unanimously selected Mr. Cleary for appointment as Town Administrator, and Mr. Cleary has accepted such appointment upon terms agreed to by both Parties;

WHEREAS the Town and the Town Administrator desire to enter into a written agreement memorializing the terms of their relationship and assuring a continuous and harmonious management of the affairs of the Town in the event the relationship should cease to exist.

NOW, THEREFORE, for and in consideration of the mutual promises and the benefits to be derived there from, the Town and Town Administrator agree as follows:

1. **Contract.** The Town has hereby appointed Mr. Cleary as its Town Administrator, and Mr. Cleary accepts such appointments.

2. **Effective Date.** The effective date of this agreement will be August 3, 2026.

3. **Term.** The contract of the Town Administrator will continue indefinitely until terminated by either the Town or the Town Administrator as provided in Sections 11 or 12 of this Agreement.

4. **Duties.** The Town Administrator is a full-time position of the Town, will discharge and perform to the best of his ability the lawful duties and responsibilities of

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Town Administrator as established by the Municipal Code and applicable law, and as may be assigned to him by the Town acting through a majority of its board.

5. **Compensation -- Base Salary**. For his professional services to the Town, the Town will pay the Town Administrator the following compensation:

(a) An annual base salary of eighty thousand ($80,000.00), payable in equal biweekly installments.

(b) This Agreement will be deemed to have been amended automatically to reflect any salary adjustments that are made to the base salary of the Town Administrator with the approval of the fiscal budget each year.

6**. Health, Disability and Life Insurance Benefits.**
(a) The Town will provide the Town Administrator and his dependents with all the health and dental insurance benefits which are provided for regular, full-time employees of the Town on the same terms that these benefits are made available to such employees. Upon the effective date of his contract, the Town Administrator and his qualified dependents will be allowed to participate in the Town's health insurance plan with no lapse in coverage.

(b) The Town will provide other benefits to the Town Administrator in an amount equal to that provided to other regular, full-time employees.

7. Vacation, Sick, and Executive Leave.
(a) The Town Administrator will accrue vacation leave and sick leave on an annual basis at the highest rate provided by the Town to its other regular, full-time employees.

(b) The Town Administrator will be paid for all unused vacation and sick leave which has accrued to the date of termination of contract as allowed for other regular, full-time employees.

8. Retirement Benefits. The Town Administrator will be entitled to participate in the Town's retirement plan on the same terms that these benefits are provided for regular, full-time employees of the Town.

9. General Business Expenses.
(a) The Town will pay such professional dues and subscriptions reasonably incurred by the Town Administrator for his continuation and full participation in national, regional, state and local associations and organizations which are desirable for the

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Town Administrator's professional participation, growth and advancement and which benefit the Town.

(b) The Town will pay or reimburse the Town Administrator for such expenses he may reasonably incur on behalf of the Town or in the performance of his official duties. Reimbursement will follow the customary format for any other reimbursement issued by the Town.

10. Communications Allowance. The Town will provide the Town Administrator with the appropriate communication tools to meet the needs of customary communication associated with the effective operation of the Town.

11. Termination. For the purposes of this Agreement, a termination of the Town Administrator shall occur upon the happening of any one or more of the following:

(a) It takes 2/3 of the board vote to terminate the contract of the Town Administrator at a duly authorized public meeting.

(b) If the Charter, Municipal Code, or applicable state law relating to the role, powers, duties, authority or responsibilities of the office of Town Administrator is amended in such a manner that changes the Town's form of government so as to substantially diminish the office of Town Administrator, then the Town Administrator will have the right to declare that such amendments constitute a termination.

12. Resignation. Should the Town Administrator elect to resign his employment, he will give the Town at least thirty (60) days' written notice of his intention to do so.

13. Hours of Work. It is recognized that the Town Administrator will devote a significant amount of time outside the normal office hours to the performance of his duties for the Town, and the Town Administrator will be allowed to establish an appropriate work schedule consistent with the professional nature of his employment.

14. Indemnification.

(a) To the fullest extent permitted by law, the Town will defend, save harmless and indemnify the Town Administrator against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Town Administrator's duties as Town Administrator or resulting from the exercise of his judgment or discretion in connection with the performance of his duties, unless the act or omission involved willful or wanton conduct. The Town Administrator may request, and the Town will not unreasonably refuse to provide in appropriate situations, independent legal

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representation for the Town Administrator at the Town's expense. Legal representation provided by the Town for the Town Administrator will continue until a final determination of the legal action including any appeals brought by either party. The Town will further indemnify the Town Administrator against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including reasonable attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by the Town Administrator in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties, unless the act or omission involved willful or wanton conduct. Any settlement of a claim against the Town Administrator must be made with prior approval of the Town in order for the indemnification as provided in this Section to be available.

(b) The Town Administrator recognizes that the Town will have the right to compromise and settle claims and litigation and, unless the Town Administrator is a party thereto in which event the any such compromise and settlement will require the approval of the Town Administrator, the Town may compromise and settle any claim or litigation unless such compromise and settlement is of a personal nature to the Town Administrator. The Town will pay all reasonable litigation expenses incurred by the Town Administrator throughout the pendency of any litigation to which the Town Administrator is a party, witness or advisor to the Town. The Town's obligation to pay such expenses will continue beyond the Town Administrator's employment with the Town as long as the litigation is pending.

(c) After the Town Administrator's employment with the Town terminates, the Town
Administrator, if requested to do so by the Town, will assist the Town in any litigation involving the Town, including returning to the Town if requested, to testify or otherwise participate in such litigation. In such event, the Town will reimburse the Town Administrator for reasonable expenses incurred by him for travel and subsistence and will pay the Town Administrator reasonable compensation for his post-employment services for the Town.

15. Bonding. The Town will pay for any fidelity, surety or other bonds which may be required by the Town Administrator.

16. Other Terms and Conditions of Employment. Upon agreement of the Town and the Town Administrator, the Town may from time to time establish such other terms and conditions of employment as the Town Administrator.

17. Miscellaneous.

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(a) This Agreement sets forth and establishes the entire understanding between the Town and the Town Administrator concerning the employment relationship of the parties. All prior discussions or representations by or between the parties have been merged into this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during its term. Any such amendments shall be incorporated into and made a part of this Agreement.

(b) This Agreement will be binding on the Town, and its successors, and on the Town Administrator, and his heirs and personal representatives.

(c) This Agreement will become effective upon its execution by each party following its approval by the Town's board which effective date will be written at the top of the first page of this Agreement.

(d) This Agreement and the relationship of the parties will be governed and construed under the laws of the State of Tennessee.

(e) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. Should a court of competent jurisdiction hold any provision of this Agreement to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have affixed their respective signatures as of the 3 day of August 2026 first above written.

TOWN OF MONTEREY

By: ________________________________
Mayor Alex Garcia

ATTEST:
(Duly approved by the Board of the
TOWN OF MONTEREY on Aug 3, 2026)

____
Town Recorder

Town of Monterey
302 Commercial Ave
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____
Rafferty Cleary