

**REGULAR MONTHLY MEETING OF SIGNAL MOUNTAIN TOWN COUNCIL,
MONDAY, December 14, 2009 TOWN HALL, 6:30 P.M.**

AGENDA

1. Pledge
2. Prayer
3. Roll Call
4. Approval of minutes:
 - a. Regular Meeting November 9, 2009
 - b. Agenda Meeting December 1, 2009
5. Honorary Resolutions
 - a. Commending Marilyn Garner
6. Presentation
 - a. FY 09 Audit – Bryan Wright
7. Citizens Opportunity to Address Council (Three minute time limit)
8. Resolutions
 - a. Board Appointments (10 total - Board of Zoning Appeals, Historical Committee, Mechanical Codes, Parks Board, Personnel Committee, Planning Commission (2), Tree Board (2), Design Review Commission)
 - b. Authorizing police car purchase
 - c. Authorizing the Mayor to sign Deed to WWTA
 - d. Offering MACC support
 - e. Authorizing Town Manager to sign engineering contract for ARRA funds
9. Ordinances
 - a. EPB cable franchise agreement (1st Reading)
 - b. Park rules (1st Reading)
 - c. Board Ordinance (1st Reading)
 - d. Authorizing court collections (2nd Reading)
10. Discussions
 - a. Garbage fee
 - b. Other items of business
11. Department Reports
12. Other Business
13. Adjourn

A RESOLUTION HONORING MARILYN GARNER FOR
HER MANY OUTSTANDING ACHIEVEMENTS AND YEARS OF DEDICATED SERVICE
TO THE TOWN OF SIGNAL MOUNTAIN

WHEREAS, Marilyn Garner was born Marilyn Yvonne Burnett into an original Tennessee pioneer family on January 15, 1936 in the Sequatchie Valley; and,

WHEREAS, Marilyn Garner was graduated from Marion County High School in Jasper Tennessee in 1953 and Brenau College for Women in Gainesville, Georgia with a degree in chemistry; and,

WHEREAS, Marilyn Garner taught high school science and chemistry at Whitwell High School from 1957-58 and worked as a social worker in Hamilton County from 1958-1960; and,

WHEREAS, Marilyn Garner married her husband Hugh, a former University of Tennessee Football star in 1958, and relocated to Signal Mountain in 1962; and,

WHEREAS, Marilyn Garner developed an active interest in the history of Signal Mountain and all of Walden's Ridge when she discovered that one of her ancestors was one of the original residents; and,

WHEREAS, Marilyn Garner was appointed by Mayor Anne Nolan and Vice Mayor Marion Summerville as Chairman of the Historical Committee on June 10, 1983 to organize the vast collection of historical materials left to the town of Signal Mountain by Mrs. Lena Givens; and,

WHEREAS, Marilyn Garner, beginning with the assistance of Alexian Brother Rupert and Roberta Bratcher from Signal Mountain Grammar School, has dedicated countless hours for almost 30 years establishing what has now become a significant archive of Walden's Ridge history at the Signal Mountain Library; and,

WHEREAS, in addition to founding what has become an able and active Historical Committee, over the years, Marilyn Garner has been an active member of the Thrasher PTA; the Signal Mountain Guild; The Signal Mountain Garden Club; the Moccasin Bend Chapter of the Daughters of the American Revolution; president of the Civic Council; president of the Signal Woods Garden Club; chairman of the Signal Mountain Beautification Fund; representative for the Town of Signal Mountain and chairman of the Scenic Cities Beautiful Commission; and,

WHEREAS, Marilyn Garner, who was named the Signal Mountain Guild's Woman of the Year in 1983, is also remembered in this community as the wife of Hugh P. Garner and as the mother of Paige Anne Garner Morse, Hugh Griffith Garner, and the grandmother of Paige Marie Morse, Hugh Thomas Morse, Jessica Anne Garner, and Margaret Mary Garner;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN TENNESSEE that Marilyn Garner is hereby honored for her outstanding achievements and dedicated service to the citizens of the Town of Signal Mountain Tennessee.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION APPOINTING DAVID CANTRELL AS A MEMBER
OF THE TOWN OF SIGNAL MOUNTAIN'S BOARD OF ZONING
APPEALS.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain,
Tennessee, that the Town Council appoints David Cantrell, 105 South Drive, Signal
Mountain, Tennessee, for a three (3) year term expiring on December 31, 2012 to the
Signal Mountain Board of Zoning Appeals.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING ELAINE PRESTON, JOHN WYNNE, DAVID REED, AND MARY SCOTT NORRIS AS MEMBERS OF THE TOWN OF SIGNAL MOUNTAIN'S HISTORICAL COMMITTEE.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee, that the Town Council reappoints Elaine Preston, 968 Signal Road, Signal Mountain, Tennessee; John Wynne, 501 Signal Mountain Blvd, Signal Mountain, Tennessee; David Reed, 202 Primrose Way, Signal Mountain, Tennessee; and Mary Scott Norris, 108 S. Palisades Drive, Signal Mountain, Tennessee, each for a three (3) year term expiring on December 31, 2012 to the Signal Mountain Historical Committee.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING JERRY ROBERTSON, ALAN DERTHICK, JIM RAULSTON, HUNTER SWINK, AND NOAH LONG AS MEMBERS OF THE TOWN OF SIGNAL MOUNTAIN'S ADJUSTMENT AND APPEALS FOR MECHANICAL CODES BOARD.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee, that the Town Council reappoints Jerry Robertson, 115 River Point Road, Signal Mountain, Tennessee; Alan Derthick, 602 Marr Drive, Signal Mountain, Tennessee; Jim Raulston, 117 N. Palisades, Signal Mountain, Tennessee; Hunter Swink, 302 Brady Point Road, Signal Mountain, Tennessee; and Noah Long, 171 Woodcliff Circle, Signal Mountain, Tennessee, each for a three (3) year term expiring on December 31, 2012 to the Signal Mountain Adjustments and Appeals for Mechanical Codes Board.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING SAM POWELL AS A MEMBER
OF THE TOWN OF SIGNAL MOUNTAIN'S PARKS BOARD.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain,
Tennessee, that the Town Council reappoints Sam Powell, 506 Brady Point, Signal
Mountain, Tennessee, for a three (3) year term expiring on December 31, 2012 to the
Signal Mountain Parks Board.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING TOM HEYS, ROBBIE
HENDERSON, AND TERESA JONES AS MEMBERS OF THE TOWN
OF SIGNAL MOUNTAIN'S PERSONNEL COMMITTEE

BE IT RESOLVED by the Town Council of the Town of Signal Mountain,
Tennessee, that the Town Council reappoints Tom Heys, 215 Primrose Way, Signal
Mountain, Tennessee, and Robbie Henderson, 911 Crown Point West, Signal Mountain,
Tennessee each for a three (3) year term expiring on December 31, 2012, and Teresa
Jones, 1000 Crown Point West, Signal Mountain, Tennessee for a one (1) year term
expiring on December 31, 2010 to the Signal Mountain Personnel Committee.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION APPOINTING GUY BEATY AS A MEMBER OF
THE TOWN OF SIGNAL MOUNTAIN'S PLANNING COMMISSION.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain,
Tennessee, that the Town Council appoints Guy Beaty, 901 Arden Way, Signal
Mountain, Tennessee, for a three (3) year term expiring on December 31, 2012 to the
Signal Mountain Planning Commission.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING MELISSA CANTRELL AS A
MEMBER OF THE TOWN OF SIGNAL MOUNTAIN'S PLANNING
COMMISSION.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain,
Tennessee, that the Town Council reappoints Melissa Cantrell, 105 South Drive, Signal
Mountain, Tennessee, for a three (3) year term expiring on December 31, 2012 to the
Signal Mountain Planning Commission.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION APPOINTING ANN HAGOOD AS A MEMBER OF
THE TOWN OF SIGNAL MOUNTAIN'S TREE BOARD.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain,
Tennessee, that the Town Council appoints Ann Hagood, 506 James Blvd, Signal
Mountain, Tennessee, for a three (3) year term expiring on December 31, 2012 to the
Signal Mountain Tree Board.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION ADJUSTING THE TERMS FOR NOAH LONG,
BARBARA WOMACK, NANCY CALDWELL, NEELD MESSLER,
AND CORRINE GIAGNORIO AS MEMBERS OF THE TOWN OF
SIGNAL MOUNTAIN'S TREE BOARD.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain,
Tennessee, that the Town Council reappoints Noah Long, 171 Woodcliff Circle, Signal
Mountain, Tennessee and Barbara Womack, 3010 Wingfield Court, Signal Mountain,
Tennessee each for a three (3) year term expiring on December 31, 2012; Nancy
Caldwell, 405 Brady Point Road, Signal Mountain, Tennessee and Neeld Messler, 403
Rolling Way, Signal Mountain, Tennessee each for a two (2) year term expiring on
December 31, 2011; and Corinne Giagnorio, 57 Carriage Hill, Signal Mountain,
Tennessee for a one (1) year term expiring on December 31, 2010, to the Signal
Mountain Tree Board.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING GREG GOODGAME AND JAY CAUGHMAN AS MEMBERS OF THE TOWN OF SIGNAL MOUNTAIN'S DESIGN REVIEW COMMISSION.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee, that the Town Council reappoints Greg Goodgame, 1112 Glamis Circle, Signal Mountain, Tennessee, and Jay Caughman, 1148 James Blvd, Signal Mountain, Tennessee, each for a three (3) year term expiring on December 31, 2012 to the Signal Mountain Design Review Commission.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO PURCHASE ONE (1) 2010 CHEVROLET IMPALA, TENNESSEE STATE BID NUMBER 4038587, FROM WILSON COUNTY MOTOR CO., IN THE AMOUNT OF SEVENTEEN THOUSAND THIRTY SEVEN AND 60/100 (\$17,037.60) DOLLARS TO BE USED BY THE POLICE DEPARTMENT FOR THE TOWN OF SIGNAL MOUNTAIN.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, that the Town Manager be and is hereby authorized to purchase one (1) 2010 Chevrolet Impala, Tennessee State Bid Number 4038587, from Wilson County Motor Co, in the amount of \$17,037.60 to be used by the Police Department for the Town of Signal Mountain.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEED OF TRANSFER FROM THE TOWN TO THE HAMILTON COUNTY WATER AND WASTEWATER TREATMENT AUTHORITY (WWTA) FOR THE SEWER LINES AND SEWER PLANT TRANSFERRED TO THE WWTA ON SEPTEMBER 16, 2002.

WHEREAS, the Town of Signal Mountain entered into an agreement with the Hamilton County Water and Wastewater Treatment Authority (WWTA) on September 16, 2002, copy attached, to provide all wastewater services for the Town; and

WHEREAS, the agreement with the WWTA provided that the Town would transfer all of its facilities to the WWTA board and that the WWTA board would accept transfer of the facilities and responsibility therefore in accordance with the WWTA Act; and

WHEREAS, the Town agreed to transfer complete ownership of all facilities and to grant the WWTA all property interests of the Town, including sewer easements, and rights of access and use in all Town rights-of-ways as necessary for the purposes of that agreement and to cooperate in executing any deeds or other necessary legal documents to accomplish the transfer of the sewer facilities to the WWTA pursuant to this agreement.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Mayor is authorized to sign a Deed of Transfer from the Town to the WWTA for the Sewer lines and Sewer Plant transferred to the WWTA pursuant to the agreement dated September 16, 2002.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE MOUNTAIN ARTS
COMMUNITY CENTER (MACC) AND EXPRESSING INTENT TO
RESTORE IT TO FUNCTIONAL STATUS.

Whereas the MACC was founded in 1999 to provide cultural and artistic opportunities for the Signal Mountain Community; and,

Whereas the MACC is housed in the historic Signal Mountain Grammar School, built in 1926; and,

Whereas the Town Council of Signal Mountain wishes to express its strong support to maintaining the existence of the MACC in its current location and preserving the historic Signal Mountain Grammar School.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN TENNESSEE that the Town Council pledges its strong support and intent to repair the MACC and return it to functional status as soon as possible and to commit the resources of the town to this goal. The Town Council also urges the citizens of the community of Signal Mountain to support this effort through their contributions of time, talent or financial contributions.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VOLKERT ENGINEERING COMPANY, INC. IN THE AMOUNT OF FORTY ONE THOUSAND FIVE HUNDRED AND 0/100 (\$41,500) DOLLARS FOR PROFESSIONAL ENGINEERING SERVICES FOR THREE ARRA FUND PROJECTS INCLUDING A RESURFACING AND SIGNALIZATION UPGRADE WITHIN THE TOWN OF SIGNAL MOUNTAIN.

WHEREAS, a proposal for professional engineering services has been received for the ARRA fund projects including a resurfacing and signalization upgrade within the Town of Signal Mountain; and

WHEREAS, Volkert, Inc. has agreed to prepare construction drawings and specifications for the contractor during this project and provide certified engineering inspection services during construction for the resurfacing and signalization upgrade for a lump sum engineering fee of \$41,500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, That Volkert Engineering, Inc. is hereby authorized to prepare construction drawings and specifications for the contractor during this project and provide certified engineering inspection services during construction for the resurfacing and signalization upgrade for a lump sum engineering fee of \$41,500.00.

MAYOR

RECORDER

DATE

DATE

OPTION 1 – EPB PROPOSED

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, GRANTING TO THE ELECTRIC POWER BOARD OF CHATTANOOGA, AN INDEPENDENT BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, ITS SUCCESSORS, LESSEES AND ASSIGNS, A FRANCHISE FOR THE TERM OF SIXTEEN (16) YEARS, THE RIGHT, AUTHORITY, POWER, PRIVILEGE AND PERMISSION TO OPERATE A CABLE TELEVISION SYSTEM WITHIN THE TOWN OF SIGNAL MOUNTAIN.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE as follows:

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the "Cable Television Company Franchise Ordinance."

SECTION 2. Definitions. For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) "Town" is the Town of Signal Mountain, Tennessee.
- (b) "Governing body" is the Council or other governing body of the Town of Signal Mountain, Tennessee.
- (c) "Cable television system" or "system" means a cable television system as defined in the Federal Communications Commission rules and regulations.
- (d) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- (e) "Grantee" is the Electric Power Board of Chattanooga, an Independent Board of the City of Chattanooga, Tennessee, or anyone who succeeds it in accordance with the provisions of this Franchise.
- (f) "Television" shall mean a system for transmission of audio signals and visual images by means of electrical impulses.
- (g) "Gross revenue" means all revenue derived by Grantee from subscriber service monthly fees, pay per view cable fees, installation and reconnection fees and converter rentals; provided, however, that this shall not include any taxes on services furnished by Grantee herein imposed directly upon any subscriber or user by the state, local or other governmental unit and collected by the Grantee on behalf of the governmental unit.

SECTION 3. Grant of Authority.

(a) There is hereby granted by the Town to the Grantee the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys and public ways now laid out or dedicated, and all extensions thereof, and additions thereto, in the Town, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Town of a cable television system for the interception, sale and/or distribution of television and radio signals, except that the Town reserves the right to exclude those streets which should not be used for this purpose.

(b) The right to use and occupy said streets, alleys, and public ways for the purposes herein set forth shall not be exclusive.

SECTION 4. Compliance with Applicable Laws and Ordinances. The Grantee shall, like all other commercial entities doing business within the Town at all times during the life of this Franchise, be subject to all lawful exercise of the police power by the Town.

SECTION 5. Territorial Area Involved. This Franchise relates to the present territorial limits of the Town and to any area henceforth added thereto during the term of this Franchise or any renewal or extension thereof.

SECTION 6. Liability and Indemnification.

(a) The Grantee shall pay and by its acceptance of this Franchise the Grantee specifically agrees that it will pay all damages and penalties which the Town may legally be required to pay as a result of granting this Franchise. These damages or penalties shall include, but shall not be limited to, damages arising out of copyright infringements and all other damages arising out of the installation, operation, or maintenance of the cable television system authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(b) The Grantee shall indemnify and hold harmless the Town at all times during the term of this Franchise from and against all claims for injury or damages to persons or property, both real and personal, caused by the construction, erection, operation, and maintenance of the System.

(c) The Grantee shall maintain, and by its acceptance of this Franchise specifically agrees that it will maintain throughout the term of this Franchise liability insurance insuring the Town and the Grantee with regard to all damages mentioned in sub-paragraph (a) above in the minimum amounts of:

\$500,000 for bodily injury or death to any one person, within the limit, however, of \$1,000,000 to all persons for bodily injury or death resulting from any one accident; and

\$500,000 for property damages resulting from any one accident; and

\$500,000 for the infringement of copyrights; and \$250,000 for all other types of liability.

(d) The Grantee shall maintain, and by its acceptance of this Franchise specifically agrees that it will maintain a penal bond running to the Town in the amount of \$10,000.00, conditioned that the Grantee shall well and truly observe, fulfill, and perform each term and condition of this Franchise and that in case of any breach of condition of the bond, the amount thereof shall be recoverable from the principal and sureties thereof by the Town for all damages proximately resulting from the failure of the Grantee to well and faithfully observe and perform any provision of this Franchise. The Grantee shall maintain said \$10,000.00 penal bond throughout the term of this Franchise. Effective with the adoption of this Renewal Franchise Ordinance, any and all previous defaults under the prior Franchise, if any, are hereby waived; and any default herein shall be based on any actions by Grantee hereunder subsequent to the date hereof.

(e) The insurance policy obtained by the Grantee in compliance with this section shall name the Town as an additional insured and must be approved by the Town Manager and such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the Town Manager during the term of this Franchise. Such approval shall not be delayed unduly.

(e) The Grantee shall pay and by its acceptance of this Franchise specifically agrees that it will pay all reasonable expenses incurred by the Town in defending itself with regard to third party claims for damages and penalties mentioned in subsection (a) above or shall provide the Town with such defense at Grantee's expense. Town shall cooperate fully with the Grantee in its defense. These expenses shall include all reasonable out-of-pocket expenses, such as attorneys' fees, and shall also include the reasonable value of any necessary services rendered by the Town Attorney or his assistants or any employees of the Town. Grantee shall not be obligated to pay any expenses incurred by the Town in any legal dispute or litigation with Grantee or with any applicant for a cable television franchise in the Town.

SECTION 7. Signal Quality Requirements. The Grantee will undertake to:

(a) Produce a picture, whether black and white or in color, that is undistorted, free from ghost images, and accompanied with proper sound on typical standard production television sets in good repair, and as good as required by the Federal Communication Commission;

(b) Transmit signals of adequate strength to produce good pictures with good sound at all outlets without causing cross-modulation in the cables or interfering with other electrical or electronic systems;

(c) Limit failures to a minimum by locating and correcting malfunctions promptly;

(d) Demonstrate by instruments and otherwise to subscribers that a signal of adequate strength and quality is being delivered.

In no event, however, shall the signal quality requirements imposed upon the Grantee hereunder exceed or vary in any material respect from the signal quality requirements imposed by applicable rules and regulations of the Federal Communications Commission.

SECTION 8. Operation and Maintenance of System.

(a) The Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions insofar as possible shall be preceded by notice and shall occur during periods of minimum use of the system.

(b) The Grantee shall maintain an office or agent in the Metropolitan Chattanooga area for purposes of resolving all complaints regarding cable television operations and handling requests for repairs or adjustments.

(c) The Town and the Grantee shall adopt reasonable procedures for the investigation and resolution of all complaints regarding cable television operations and for the handling of requests for repairs or adjustments.

(d) Notice of the procedures for reporting and resolving complaints and handling requests for repairs or adjustments shall be given to each subscriber at the time of initial subscription to the cable television system.

SECTION 9. Channel Capacity and Carriage of Signals. The Grantee shall provide its subscribers with a system of seventy-eight (78) channels of capacity for video or other services.

SECTION 10. Basic Twelve Channel Service. Grantee shall offer to its subscribers within the Town a basic twelve channel service, and such service shall continue to be available within the Town so long as such service is provided to subscribers in the City of Chattanooga, Tennessee.

SECTION 11. Program Alteration. All programs of broadcasting stations carried by the Grantee shall be carried in their entirety as received, with announcements and advertisements and without additions.

SECTION 12. Service to Schools and Municipal Buildings. The Grantee shall provide installation and basic service to all public schools and municipal buildings upon request by the Town and at no cost to it or to the public school system; provided, however, that the cable shall pass such schools or buildings and provided further that the Grantee's obligation to provide free service shall be limited to one television receiver at each such location. The Grantee is authorized to charge for additional receivers in accordance with its regular schedule of charges and for any unusual or extraordinary costs or expenses incurred by Grantee in providing installation or services under this Section 12.

SECTION 13. Emergency Use of Facilities. In the case of any emergency or disaster, the Grantee shall, upon request of the governing body of the Town, make available its facilities to the Town for emergency use during the emergency or disaster period.

SECTION 14. Safety Requirements.

(a) The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(b) The Grantee shall install and maintain its wires, cable, fixtures and other equipment in accordance with the requirements of the National Electrical Safety Code and the National Electrical Code in such manner that they will not interfere with any installations of the Town or of a public utility serving the Town.

(c) All structures and all lines, equipment and connections in, over, under and upon the streets, sidewalks, alleys and public ways or places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

(d) The Grantee shall have sufficient employees to provide safe, adequate, and prompt service for its facilities.

SECTION 15. New Developments. It shall be the policy of the Town liberally to amend this Franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity more effectively, efficiently or economically to serve its customers.

SECTION 16. Conditions on Street Occupancy.

(a) All transmissions and distribution structures, lines, and equipment erected by the Grantee within the Town shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, alleys or other public ways and places.

(b) In case of disturbance of any street, sidewalk, alley, public way, or paved area, the Grantee shall, at its own cost and expense and in a manner approved by the Town Manager, replace and restore such street, sidewalk, alley, public way, or paved area to as good a condition as before the work involving such disturbance was done.

(c) If at any time during the term of this Franchise the Town shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, the Grantee, upon notice by the Town, shall within fifteen (15) working days remove, adjust or relocate its poles, wires, cables, underground conduits, manholes, and other fixtures, as may be necessary, at its own expense.

(d) Any poles or other fixture placed in any public way by the licensee shall be placed in such manner as not to interfere with the usual travel on such public way or with other utilities.

(e) The Grantee shall, on the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of buildings. The expense of temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(f) The Grantee shall have the authority to trim trees upon and overhanging streets, alleys and sidewalks of the Town in such manner so as not to impair the natural beauty of said Town and so as to prevent the branches of such tree from coming in contact with the wires and cables of the Grantee.

(g) In all sections of the Town where the cables, wires or other like facilities of public utilities are placed underground, the Grantee shall place its cables, wires or other like facilities underground to the maximum extent that existing technology reasonably permits the Grantee to do so without undue or prohibitive cost.

SECTION 17. Preferential or Discriminatory Practices Prohibited. The Grantee shall not, as to rates, charges, service, service facilities, rules, regulations, or in any other respect, make or grant any undue preference or advantage to any person, nor subject any person to prejudice or disadvantage, except that Grantee may conduct sales promotion campaigns, may grant reduced installation charges during such campaigns and may act as necessary to address competition and to promote good will and promote sales the Grantee may grant concessions on service charges to persons engaged in television sales or repair business.

SECTION 18. Removal of Facilities Upon Request. Upon termination of service to any subscriber, the Grantee shall promptly remove its dropline from the premises of such subscriber upon the subscriber's request and at the subscriber's expense.

SECTION 19. Transfer of Franchise. The Grantee shall not transfer this Franchise to another person without prior approval of the Town by ordinance.

A mortgage, lien, deed to secure debt, deed of trust, security interest, or other encumbrances of said Franchise as a part of acquiring, constructing, equipping or maintaining the cable television system shall not be considered a violation of this Section; and any such creditor shall be entitled to all the rights and remedies granted to the Grantee under this Franchise, including without limitation, upon a bona fide default of the Grantee, a foreclosure or voluntary conveyance of such secured creditor or secured creditor's assignees and any subsequent sale or other disposition of the security referred to in any such document without the consent or approval of the Town.

SECTION 20. Transactions Affecting Ownership of Facilities.

(a) In order that the Town may be aware of financial transactions affecting the ownership of the system, the Grantee shall notify the Town of the execution by Grantee of any security agreement concerning any of the facilities and property, real or personal, of the Grantee located in the Town.

(b) Except as provided for in Section 19 and in subsection (a) of this Section 20, the Grantee shall at all times be the full and complete owner of all facilities and property, real and personal, of the cable television system.

SECTION 21. Change of Control of Grantee. Prior approval of the governing body of the Town shall be required where ownership or control of more than 50% of the right to control of Grantee is proposed to be acquired by a person or group of persons acting in concert, none of whom already owns or controls 50% or more of such right of control, singularly or collectively, directly or indirectly. By its acceptance of this Franchise the Grantee specifically grants and agrees that any such acquisition occurring without prior approval of the governing body of the Town shall constitute a violation of this Franchise by the Grantee.

SECTION 22. Filings and Communications with Regulatory Agencies. Upon the specific written request of the Town, copies of any petition, application and communication submitted by the Grantee to the Federal Communications Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting the operations of the cable television system authorized pursuant to this Franchise shall be furnished to the official designated by the Town.

SECTION 23. Town Rights in Franchise.

(a) The Town shall have the right to inspect such documents and records of the Grantee which specifically relate to measuring compliance with this Franchise as federal law permits; and provided, further, that under no circumstances shall the Town have the right to remove any of the Grantee's documents and records from the Grantee's premises without the prior consent of the Grantee, but shall have the right to copy such documents and records.

(b) Upon the cancellation of the Franchise under Section 26 hereof, the Town shall have the right to require the Grantee to sell or to remove at its own expense all portions of the cable television system from all public ways within the Town.

SECTION 24. Maps and Plats. Upon the specific written request of the Town Manager, the Grantee shall make available for review true and accurate maps or plats of the cable television system within the Town.

SECTION 25. Payment to Town.

(a) In accordance with the rules and regulations of the Federal Communications Commission, the Grantee shall pay to the Town as a franchise fee during the existence of the Franchise or any renewal or extension thereof the following:

During each calendar year, the Grantee shall pay a franchise fee to the Town of five percent (5%) of the gross annual revenue from sources attributable to the operations of the Grantee within the Town.

The aforesaid payments shall be made annually within ninety (90) days of the end of each calendar year and shall be accompanied by a certified statement of gross annual revenue derived by the Grantee from sources attributable to the operations of the Grantee within the Town. Said

statement shall be certified by the Controller of the Grantee. The Town shall have the right to review the records of the Grantee reflecting the income received on which payment to the Town is based.

(b) If federal legislation should be enacted during the term of this franchise which would increase the franchise fee limit above the current maximum of five per cent (5%), the Town shall have the option to increase the franchise fee payable to it by one or two percentage points to a maximum of seven per cent (7%) of the gross annual revenue from sources attributable to the operations of the Grantee within the Town, if such increase is legally permissible. If the Town were to so increase the franchise fee, the term of this franchise shall be extended by two (2) years for each one (1) percentage point increase in the franchise fee above the current maximum of five per cent (5%). The Town shall adopt an amendment to this Cable Television Company Franchise Ordinance reflecting such changes. The Town agrees that any such increase in franchise fees shall be directly billed to the subscribers by the Grantee and such billing may reflect that the increase is a payment being made to the Town.

SECTION 26. Revocation of Franchise.

(a) In addition to all other rights and powers pertaining to the Town by virtue of this Franchise or otherwise, the Town reserves the right to terminate and cancel this Franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee:

- (1) Violates any material provisions of this Franchise and fails to correct such violation within a period of ninety (90) days after written notice from the Town to correct such default or noncompliance;
- (2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt;
- (3) Attempts to dispose of any of the facilities or properties of its cable television business in violation of this Franchise; or
- (4) Attempts to evade any of the material provisions of this Franchise or practices any material fraud or deceit upon the Town.
- (5) Fails to comply with the provisions of Section 6(d) hereof.

(b) Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days notice to the Grantee and shall in no way affect any of the Town's rights under this Franchise or any provision of the law. Before this Franchise may be terminated and canceled under this Section, the Grantee must be provided with an opportunity to be heard before the governing body of the Town and to cure or correct any default, violation, noncompliance or other event causing revocation hereunder.

SECTION 27. Town's Right to Intervention. The Grantee agrees not to oppose intervention by the Town at the Town's expense in any suit or proceeding to which the Grantee is a party.

SECTION 28. Further Agreement by Grantee. The Grantee agrees to abide by all provisions of this Franchise.

SECTION 29. Duration and Acceptance of Franchise.

(a) This Franchise and the rights, privileges, and authority hereby granted shall take effect and be in force from and after final passage hereof, as provided by law, and shall continue in force and effect for a period of sixteen (16) years from the effective date of this Franchise Ordinance, and may be renewed thereafter by the Town upon application of the Grantee in accordance with the then-applicable law, provided that within thirty (30) days after the date of the passage of this ordinance the Grantee shall file with the Town Manager its unconditional acceptance of this Franchise and promise to comply with and abide by all its provisions, terms and conditions. Such acceptance and promise shall be in writing duly executed and sworn to, by or on behalf of the Grantee before a notary public or other officer authorized by law to administer oaths.

(b) Should the Grantee fail to comply with subsection (a) above, it shall acquire no rights, privileges, or authority under this Franchise whatever.

SECTION 30. Erection, Removal and Common User of Poles. No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the Town Manager with regard to location, height, type and any other pertinent aspect, which approval shall not be unreasonably withheld. However, no location of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the governing body reasonably determines that the public convenience would be enhanced thereby.

SECTION 31. Rates. If permitted by federal statute at any time during the term of this Franchise, the Town shall have the option of electing affirmatively to exercise any rate-making authority granted. In the event of such election, Grantee shall be entitled to receive just and reasonable rates, and Grantee shall be entitled to an evidentiary hearing before the governing body of the Town and the opportunity to present witnesses and evidence in support of any rates proposed by Grantee. In the event Grantee disagrees with any rates established by the governing body of the Town after such hearing, an appeal may be made to any court of competent jurisdiction.

SECTION 32. Subscriber Refunds on Termination of Service. If any subscriber of the Grantee terminates service because of the Grantee's failure to render service to such subscriber of a type and quality provided for herein within thirty (30) days from tap-in, the Grantee shall refund to such subscriber the tap-in charge paid by him.

SECTION 33. Separability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 34. Force Majeure. Any and all obligations of Grantee hereunder shall be waived or delayed to the extent that Grantee is unable to carry out the same due to labor strikes,

picketing, lockouts, fires, ice, floods, explosion or other casualties or accidents, or to inability to obtain necessary supplies or materials or satisfactory substitutes by principal manufacturer of quality equipment used in installation and/or construction of the system, or to Acts of God or National Defense of this Country, or to the delay by the utility companies of clearance of space for the Grantee's cable, or to any other cause, happening, event or occurrence (whether or not of the same general character as those specifically enumerated) provided Grantee has not acted negligently and such cause, happening, event or occurrence is beyond Grantee's reasonable control.

SECTION 35. Most Favored Nation. If during the term of this Franchise, the Town adopts or enacts a franchise permitting the operation of another cable television system within the Town on terms or conditions which are more favorable to the new Franchisee or less burdensome than those in this Franchise, this Franchise Ordinance shall be amended to incorporate herein those provisions of such new franchise which are more favorable or less burdensome than the provisions of this Franchise.

SECTION 36. Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 37. Effective Date. This ordinance shall take effect from and after its passage, the public welfare of the Town requiring it.

Passed on First Reading _____

Passed on Second Reading _____

Town Recorder, Signal Mountain, Tennessee

OPTION 2 – TOWN PROPOSED

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, GRANTING TO THE ELECTRIC POWER BOARD OF CHATTANOOGA, AN INDEPENDENT BOARD OF THE CITY OF CHATTANOOGA, TENNESSEE, ITS SUCCESSORS, LESSEES AND ASSIGNS, A FRANCHISE FOR THE TERM OF TEN (10) YEARS, THE RIGHT, AUTHORITY, POWER, PRIVILEGE AND PERMISSION TO OPERATE A CABLE TELEVISION SYSTEM WITHIN THE TOWN OF SIGNAL MOUNTAIN.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, after having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, and because it desires to enter into this Franchise Ordinance with the Grantee for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein, this ordinance is adopted as follows:

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the "ELECTRIC POWER BOARD - Cable Television Company Franchise Ordinance."

SECTION 2. Definitions. For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) "Town" is the Town of Signal Mountain, Tennessee.
- (b) "Governing body" is the Council or other governing body of the Town of Signal Mountain, Tennessee.
- (c) "Cable television system" or "system" means a cable television system as defined in the Federal Communications Commission rules and regulations.
- (d) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- (e) "Grantee" is the Electric Power Board of Chattanooga, an Independent Board of the City of Chattanooga, Tennessee, or anyone who succeeds it in accordance with the provisions of this Franchise.

(f) "Television" shall mean a system for transmission of audio signals and visual images by means of electrical impulses.

(g) "Gross Revenue" means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium, and pay-per-view video fees, advertising and home shopping revenue, installation fees, and equipment rental fees. Gross Revenue shall not include: refundable deposits; investment income; advertising sales commissions; any tax, surcharge, governmental fee or assessment, including franchise fees, imposed or assessed by any governmental authority; revenue billed for but not actually received; revenue received by an affiliate or any other Person in exchange for supplying goods and services to Grantee; amounts attributable to refunds, rebates or discounts; amounts received from non-cable services such as digital voice services, information services, Internet access services or Internet advertising services; returned check fees; late fees or interest; revenue from the sale or rental of property; revenue from maintaining an inside wiring plan; and reimbursement of costs including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of video programming.

SECTION 3. Grant of Authority.

(a) There is hereby granted by the Town to the Grantee the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys and public ways now laid out or dedicated, and all extensions thereof, and additions thereto, in the Town, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Town of a cable television system for the interception, sale and/or distribution of television and radio signals, except that the Town reserves the right to exclude those streets which should not be used for this purpose.

(b) The right to use and occupy said streets, alleys, and public ways for the purposes herein set forth shall not be exclusive.

SECTION 4. Compliance with Applicable Laws and Ordinances. The Grantee shall, like all other commercial entities doing business within the Town at all times during the life of this Franchise, be subject to all lawful exercise of the police power by the Town.

SECTION 5. Territorial Area Involved. This Franchise relates to the present territorial limits of the Town and to any area henceforth added thereto during the term of this Franchise or any renewal or extension thereof.

SECTION 6. Liability and Indemnification.

(a) The Grantee shall pay and by its acceptance of this Franchise the Grantee specifically agrees that it will pay all damages and penalties which the Town may legally be required to pay as a result of granting this Franchise. These damages or penalties shall include, but shall not be limited to, damages arising out of copyright infringements and all other damages

arising out of the installation, operation, or maintenance of the cable television system authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(b) Subject to the substantive and procedural requirements of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101, *et seq.*, the Grantee shall indemnify and hold harmless the Town at all times during the term of this Franchise from and against all claims for injury or damages to persons or property, both real and personal, caused by the construction, erection, operation, and maintenance of the system.

(c) The Grantee shall maintain, and by its acceptance of this Franchise specifically agrees that it will maintain throughout the term of this Franchise liability insurance insuring the Town and the Grantee with regard to all damages mentioned in sub-paragraph (a) above in the minimum amounts of:

One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000) for bodily injury or death to any two (2) or more persons resulting from one (1) occurrence; and

One Million Dollars (\$1,000,000.00) for property damages resulting from any one accident; and

\$500,000 for the infringement of copyrights; and \$250,000 for all other types of liability.

(d) The insurance policy obtained by the Grantee in compliance with this section shall name the Town as an additional insured and must be approved by the Town Manager and such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the Town Manager during the term of this Franchise. Such approval shall not be delayed unduly.

(e) The Grantee shall pay and by its acceptance of this Franchise specifically agrees that it will pay all reasonable expenses incurred by the Town in defending itself with regard to third party claims for damages and penalties mentioned in subsection (a) above or shall provide the Town with such defense at Grantee's expense. Town shall cooperate fully with the Grantee in its defense. These expenses shall include all reasonable out-of-pocket expenses, such as attorneys' fees, and shall also include the reasonable value of any necessary services rendered by the Town Attorney or his assistants or any employees of the Town. Grantee shall not be obligated to pay any expenses incurred by the Town in any legal dispute or litigation with Grantee or with any applicant for a cable television franchise in the Town.

SECTION 7. Signal Quality Requirements. The Grantee will undertake to:

(a) Produce a picture, whether black and white or in color, that is undistorted, free from ghost images, and accompanied with proper sound on typical standard production television sets in good repair, and as good as required by the Federal Communication Commission;

(b) Transmit signals of adequate strength to produce good pictures with good sound at all outlets without causing cross-modulation in the cables or interfering with other electrical or electronic systems;

(c) Limit failures to a minimum by locating and correcting malfunctions promptly;

(d) Demonstrate by instruments and otherwise to subscribers that a signal of adequate strength and quality is being delivered.

In no event, however, shall the signal quality requirements imposed upon the Grantee hereunder exceed or vary in any material respect from the signal quality requirements imposed by applicable rules and regulations of the Federal Communications Commission.

SECTION 8. Operation and Maintenance of System.

(a) The Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions insofar as possible shall be preceded by notice and shall occur during periods of minimum use of the system.

(b) The Grantee shall maintain an office or agent in the Metropolitan Chattanooga area for purposes of resolving all complaints regarding cable television operations and handling requests for repairs or adjustments.

(c) The Town and the Grantee shall adopt reasonable procedures for the investigation and resolution of all complaints regarding cable television operations and for the handling of requests for repairs or adjustments.

(d) Notice of the procedures for reporting and resolving complaints and handling requests for repairs or adjustments shall be given to each subscriber at the time of initial subscription to the cable television system.

SECTION 9. Channel Capacity and Carriage of Signals. The Grantee shall provide its subscribers with a cable television system of seventy-eight (78) channels of capacity for video or other services.

SECTION 10. Basic Twelve Channel Service. Grantee shall offer to its subscribers within the Town a basic twelve channel service, and such service shall continue to be available within the Town so long as such service is provided to subscribers in the City of Chattanooga, Tennessee.

SECTION 11. Program Alteration. All programs of broadcasting stations carried by the Grantee shall be carried in their entirety as received, with announcements and advertisements and without additions.

SECTION 12. Service to Schools and Municipal Buildings. The Grantee shall provide installation and basic service to all public schools and municipal buildings upon request by the Town and at no cost to it or to the public school system; provided, however, that the cable shall

pass such schools or buildings and provided further that the Grantee's obligation to provide free service shall be limited to one (1) outlet at each such location. The Grantee is authorized to charge for additional receivers in accordance with its regular schedule of charges and for any unusual or extraordinary costs or expenses incurred by Grantee in providing installation or services under this Section 12.

SECTION 13. Emergency Use of Facilities. In the case of any emergency or disaster, the Grantee shall, upon request of the governing body of the Town, make available its facilities to the Town for emergency use during the emergency or disaster period.

SECTION 14. Safety Requirements.

(a) The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(b) The Grantee shall install and maintain its wires, cable, fixtures and other equipment in accordance with the requirements of the National Electrical Safety Code and the National Electrical Code in such manner that they will not interfere with any installations of the Town or of a public utility serving the Town.

(c) All structures and all lines, equipment and connections in, over, under and upon the streets, sidewalks, alleys and public ways or places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

(d) The Grantee shall have sufficient employees to provide safe, adequate, and prompt service for its facilities.

SECTION 15. New Developments. It shall be the policy of the Town liberally to amend this Franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity more effectively, efficiently or economically to serve its customers.

SECTION 16. Conditions on Street Occupancy.

(a) All transmission and distribution structures, lines, and equipment erected by the Grantee within the Town shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, alleys or other public ways and places.

(b) In case of disturbance of any street, sidewalk, alley, public way, or paved area, the Grantee shall, at its own cost and expense and in a manner approved by the Town Manager, replace and restore such street, sidewalk, alley, public way, or paved area to as good a condition as before the work involving such disturbance was done.

(c) If at any time during the term of this Franchise the Town shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, the Grantee, upon notice by the Town, shall within fifteen (15) working days remove, adjust or relocate its poles, wires, cables, underground conduits, manholes, and other fixtures, as may be necessary, at its own expense.

(d) Any poles or other fixtures placed in any public way by the licensee shall be placed in such manner as not to interfere with the usual travel on such public way or with other utilities.

(e) The Grantee shall, on the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of buildings. The expense of temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(f) The Grantee shall have the authority to trim trees upon and overhanging streets, alleys and sidewalks of the Town in such manner so as not to impair the natural beauty of said Town and so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

(g) In all sections of the Town where the cables, wires or other like facilities of public utilities are placed underground, the Grantee shall place its cables, wires or other like facilities underground to the maximum extent that existing technology reasonably permits the Grantee to do so without undue or prohibitive cost.

SECTION 17. Preferential or Discriminatory Practices Prohibited. The Grantee shall not, as to rates, charges, service, service facilities, rules, regulations, or in any other respect, make or grant any undue preference or advantage to any person, nor subject any person to prejudice or disadvantage, except that Grantee may conduct sales promotion campaigns, may grant reduced installation charges during such campaigns and may act as necessary to address competition and to promote good will and promote sales the Grantee may grant concessions on service charges to persons engaged in television sales or repair business.

SECTION 18. Removal of Facilities Upon Request. Upon termination of service to any subscriber, the Grantee shall promptly remove its dropline from the premises of such subscriber upon the subscriber's request and at the subscriber's expense.

SECTION 19. Transfer of Franchise. The Grantee shall not transfer this Franchise to another person without prior approval of the Town by ordinance.

A mortgage, lien, deed to secure debt, deed of trust, security interest, or other encumbrances of said Franchise as a part of acquiring, constructing, equipping or maintaining the cable television system shall not be considered a violation of this Section; and any such creditor shall be entitled to all the rights and remedies granted to the Grantee under this Franchise, including without limitation, upon a bona fide default of the Grantee, a foreclosure or voluntary conveyance of such secured creditor or secured creditor's assignees and any

subsequent sale or other disposition of the security referred to in any such document without the consent or approval of the Town.

SECTION 20. Transactions Affecting Ownership of Facilities.

(a) In order that the Town may be aware of financial transactions affecting the ownership of the system, the Grantee shall notify the Town of the execution by Grantee of any security agreement concerning any of the facilities and property, real or personal, of the Grantee located in the Town.

(b) Except as provided for in Section 19 and in subsection (a) of this Section 20, the Grantee shall at all times be the full and complete owner of all facilities and property, real and personal, of the cable television system.

SECTION 21. Change of Control of Grantee. Prior approval of the governing body of the Town shall be required where ownership or control of more than 50% of the right to control of Grantee is proposed to be acquired by a person or group of persons acting in concert, none of whom already owns or controls 50% or more of such right of control, singularly or collectively, directly or indirectly. By its acceptance of this Franchise the Grantee specifically grants and agrees that any such acquisition occurring without prior approval of the governing body of the Town shall constitute a violation of this Franchise by the Grantee.

SECTION 22. Filings and Communications with Regulatory Agencies. Upon the specific written request of the Town, copies of any petition, application and communication submitted by the Grantee to the Federal Communications Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting the operations of the cable television system authorized pursuant to this Franchise shall be furnished to the official designated by the Town.

SECTION 23. Town Rights in Franchise.

(a) The Town shall have the right to inspect such documents and records of the Grantee which specifically relate to measuring compliance with this Franchise as federal law permits; and provided, further, that under no circumstances shall the Town have the right to remove any of the Grantee's documents and records from the Grantee's premises without the prior consent of the Grantee, but shall have the right to copy such documents and records.

(b) Upon the cancellation of the Franchise under Section 26 hereof, the Town shall have the right to require the Grantee to sell or to remove at its own expense all portions of the cable television system from all public ways within the Town.

SECTION 24. Maps and Plats. Upon the specific written request of the Town Manager, the Grantee shall make available for review true and accurate maps or plats of the cable television system within the Town.

SECTION 25. Payment to Town. In accordance with the rules and regulations of the Federal Communications Commission, the Grantee shall pay to the Town as a franchise fee during the existence of the Franchise or any renewal or extension thereof the following:

During each calendar year of this Franchise the Grantee shall pay a franchise fee to the Town of five percent (5%) of the gross annual revenue from all sources attributable to the operations of the Grantee of its Franchise within the Town.

The aforesaid payments shall be made on a quarterly basis within forty-five (45) days after the close of each calendar quarter and shall be accompanied at the end of each calendar year by a certified statement of gross annual revenue derived by the Grantee from sources attributable to the operations of the Grantee within the Town. Said statement shall be certified by the Controller of the Grantee. The Town shall have the right to review the records of the Grantee reflecting the income received on which payment to the Town is based.

SECTION 26. Revocation of Franchise.

(a) In addition to all other rights and powers pertaining to the Town by virtue of this Franchise or otherwise, the Town reserves the right to terminate and cancel this Franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee:

- (1) Violates any material provisions of this Franchise and fails to correct such violation within a period of ninety (90) days after written notice from the Town to correct such default or noncompliance;
- (2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt;
- (3) Attempts to dispose of any of the facilities or properties of its cable television business in violation of this Franchise; or
- (4) Attempts to evade any of the material provisions of this Franchise or practices any material fraud or deceit upon the Town.

(b) Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days notice to the Grantee and shall in no way affect any of the Town's rights under this Franchise or any provision of the law. Before this Franchise may be terminated and cancelled under this Section, the Grantee must be provided with an opportunity to be heard before the governing body of the Town and to cure or correct any default, violation, noncompliance or other event causing revocation hereunder.

SECTION 27. Town's Right to Intervention. The Grantee agrees not to oppose intervention by the Town at the Town's expense in any suit or proceeding to which the Grantee is a party.

SECTION 28. Further Agreement by Grantee. The Grantee agrees to abide by all provisions of this Franchise.

SECTION 29. Duration and Acceptance of Franchise.

(a) This Franchise and the rights, privileges, and authority hereby granted shall take effect and be in force from and after final passage hereof, as provided by law, and shall continue

in force and effect for a period of sixteen (16) years from the effective date of this Franchise Ordinance, and may be renewed thereafter by the Town upon application of the Grantee in accordance with the then-applicable law, provided that within thirty (30) days after the date of the passage of this ordinance the Grantee shall file with the Town Manager its unconditional acceptance of this Franchise and promise to comply with and abide by all its provisions, terms and conditions. Such acceptance and promise shall be in writing duly executed and sworn to, by or on behalf of the Grantee before a notary public or other officer authorized by law to administer oaths.

(b) Should the Grantee fail to comply with subsection (a) above, it shall acquire no rights, privileges, or authority under this Franchise whatever.

(c) Notwithstanding any other provision in this Franchise, in the event any change to local, state or federal law occurring during the term of this Franchise eliminates the requirement for any persons desiring to construct, operate or maintain a cable system in the Town to obtain a Franchise from the Town for the construction, operation or maintenance of a cable system, then, at Franchisee's sole option, Franchisee shall have the right immediately to terminate this Franchise. If Franchisee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing Franchise agreements to continue until the date of expiration provided in any existing Franchise. Furthermore, in the event any change to local, state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Town in a way that reduces the regulatory or economic burdens for such person, or if the Town grants a franchise to another cable system operator on more favorable regulatory or economic terms, then, at Franchisee's request, the Town shall agree with Franchisee to amend this Franchise to similarly reduce the regulatory or economic burdens on Franchisee. It is the intent of this section that, at Franchisee's election, Franchisee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate, or maintain a cable system in the Town.

SECTION 30. Erection, Removal and Common User of Poles. No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the Town Manager with regard to location, height, type and any other pertinent aspect, which approval shall not be unreasonably withheld. However, no location of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the governing body reasonably determines that the public convenience would be enhanced thereby.

SECTION 31. Rates. If permitted by federal statute at any time during the term of this Franchise, the Town shall have the option of electing affirmatively to exercise any rate-making authority granted. In the event of such election, Grantee shall be entitled to receive just and reasonable rates, and Grantee shall be entitled to an evidentiary hearing before the governing body of the Town and the opportunity to present witnesses and evidence in support of any rates proposed by Grantee. In the event Grantee disagrees with any rates established by the governing body of the Town after such hearing, an appeal may be made to any court of competent jurisdiction.

SECTION 32. Subscriber Refunds on Termination of Service. If any subscriber of the Grantee terminates service because of the Grantee's failure to render service to such subscriber of a type and quality provided for herein within thirty (30) days from tap-in, the Grantee shall refund to such subscriber the tap-in charge paid by him.

SECTION 33– Educational and Governmental Access

34.1. Use of Channel Position. Use of one (1) Channel Position for the purpose of showing educational and governmental access programming (“EG Access”) shall be provided by Grantee to the Franchising Authority in accordance with the Cable Act, Section 611, and as further set forth below. “Channel Position” means a number designation on the Grantee’s channel lineup regardless of the transmission format (analog or digital) which shall be at the sole discretion of Grantee.

34.1.1. Grantee does not relinquish its ownership of, or ultimate right of control over, a Channel Position by designating it for EG Access use. The Franchising Authority, education access user or governmental access user acquires no property or other interest by virtue of the use of a Channel Position so designated.

34.1.2. Grantee shall not exercise editorial control over any EG Access use of the Channel Position, except Grantee may refuse to transmit any EG Access program or portion of an EG Access program that contains obscenity, indecency or nudity as provided by applicable law. The Franchising Authority shall be responsible for developing, implementing, interpreting, and enforcing rules for EG Access use.

34.2. EG Access. The Channel Position designated for EG Access programming shall be for a) noncommercial use by the Franchising Authority for the purpose of showing local government at work, and b) noncommercial use by educational institutions such as public or private schools (but not “home schools”), community colleges, and universities. Unused time on the Channel Position may be utilized by Grantee subject to the provisions for “fallow time” below.

34.3. Grantee Use of Fallow Time. Because a blank or under-utilized EG Access Channel Position is not in the public interest, in the event the Franchising Authority or other EG Access user elects not to fully program the Channel Position with EG Access programming, Grantee may program unused time on such Channel Position subject to reclamation by the Franchising Authority upon no less than sixty (60) days notice.

34.4. Indemnification. The Franchising Authority shall indemnify Grantee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming shown on the Channel Position designated for EG Access programming and from claims arising out of the Franchising Authority’s rules for the administration of the EG Access Channel Position and programming.

SECTION 35. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 36. Force Majeure. Any and all obligations of Grantee hereunder shall be waived or delayed to the extent that Grantee is unable to carry out the same due to labor strikes, picketing, lockouts, fires, ice, floods, explosion or other casualties or accidents, or to inability to obtain necessary supplies or materials or satisfactory substitutes by principal manufacturer of quality equipment used in installation and/or construction of the system, or to Acts of God or National Defense of this Country, or to the delay by the utility companies of clearance of space for the Grantee's cable, or to any other cause, happening, event or occurrence (whether or not of the same general character as those specifically enumerated) provided Grantee has not acted negligently and such cause, happening, event or occurrence is beyond Grantee's reasonable control.

SECTION 37. Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 38. Federal Communications Commission – Cable Television Customer Service Obligations. Grantee shall be subject to and shall meet the customer service standards contained in Title 47 of the Code of Federal Regulations, Part 76, Subpart H, Section 76.309 which are hereby incorporated by reference as part of this Agreement.

SECTION 39. Amendment. This Agreement can be amended by mutual agreement of the parties.

SECTION 40. Effective Date. This ordinance shall take effect from and after its date of passage, the public welfare of the Town requiring it.

Passed First Reading _____, 2009.

Passed Second Reading _____, 2009.

Mayor

Town Recorder

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SIGNAL MOUNTAIN TOWN CODE, TITLE 20, TO ADD A NEW CHAPTER 5, ENTITLED "PARK REGULATIONS AND GUIDELINES."

SECTION 1. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, that Title 20 of the Signal Mountain Town Code be amended to add a new Chapter 5 entitled "Signal Mountain Park Regulations and Guidelines" which shall state as follows:

CHAPTER 5

SIGNAL MOUNTAIN PARK REGULATIONS & GUIDELINES

20 -501. The Town's natural areas belong to us all. Please enjoy them and adhere to the following trail etiquette:

- Please be respectful of other users. Trails are designed for foot traffic. Baby strollers are acceptable, but large wheels are recommended. Bicycles, ATV's and other wheeled vehicles are not permitted.
- Please keep pets leashed and scoop the poop! Horses are not permitted.
- Please take trash with you and leave nothing but footprints.
- Please refrain from dumping in parks. Yard waste spreads invasive species and interferes with storm water drainage.
- Please take nothing but pictures. Leave natural material—native plants, wood, rocks, artifacts, and etc.--just as found. Thanks for not defacing rocks and trees with graffiti.
- Please don't camp and set fires, which are not permitted in the Town.. Camp at nearby campgrounds in Prentice Cooper State Forest such as the refurbished Lockhart's Arch Campground near Rainbow Lake.

20-502. ALCOHOL, DRUGS, FIREARMS, AIR RIFLES/PISTOLS, GUNS & PAINTBALL ARE PROHIBITED IN ALL TOWN PARKS. Appropriate signage of these regulations will be posted in all Town Parks as provided by T.C.A. 39-17-1315(b)(2).

20-503. PARK HOURS: Quiet hours are from sunset to sunrise, unless posted otherwise.

20-504. TRAIL INFORMATION:

- Trails will be marked with color-coded blazes, plus directional signs at junctions, and kiosks at trail entrances with maps and information.
- Trail maps for the Signal Mountain area are available on the Town website signalmountaintn.gov or <http://atlas.utc.edu/signalmtn/> is the direct link. These maps have trail descriptions and GPS coordinates.
- If you have questions or wish to report maintenance needs, contact the Signal Mountain Parks Board at the Town Hall, 886-2177.

SECTION 2. That this Ordinance shall become effective immediately from and after its passage as provided by law.

Passed First Reading _____, 2009.

Passed Second Reading _____, 2009.

Mayor

Town Recorder

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SIGNAL MOUNTAIN TOWN CODE, TITLE 2, TO AMEND TITLE 2 BY DELETING CHAPTERS 1 THROUGH CHAPTERS 7 AND ADDING NEW CHAPTERS 1 THROUGH CHAPTERS 16 TO INCLUDE REFERENCES TO ALL CURRENT BOARDS AND COMMISSIONS IN THE TOWN.

SECTION 1. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, that Title 2 of the Signal Mountain Town Code be amended to delete Chapters 1 through 7 in their entirety and to add new Chapters 1 through 16 to include references to all current Boards and Commissions in the Town as follows:

TITLE 2

BOARDS AND COMMISSIONS

**CHAPTER 1
GENERAL BOARD AND COMMISSION REQUIREMENTS**

The following requirements will apply to all procedures, appointments and terms of any Boards and Commissions in the Town except where otherwise provided by the Charter of the Town of Signal Mountain, state or other superior law. The following conditions will apply to all terms of Board and Commission members beginning on or after January 1, 2010 unless otherwise stated.

SECTION 2-101. Appointment Process. Appointments to any board, committee or commission of the Town of Signal Mountain (hereinafter referred to generally as “board” or “town board”) shall be by a majority vote of the Town Council. The Town Council will make every effort to ensure that the membership of its standing and advisory boards reflects the diversity of the community. Board openings shall be publicly advertised for a period not less than three (3) weeks. Board applicants shall submit a letter of intent and a resume and/or an application supplied by the Town listing qualifications and other reasonable information requested by the Town Council for making an informed decision.

Re-appointment for sitting board members shall not be automatic. Members will receive letters from the Town manager near the end of their terms. Members who are still eligible and wish to apply for re-appointment shall advise the Town Manager by the date required in the letter. All appointments and re-appointments will be determined by a majority vote of the Town Council. At the time of appointment, applicants shall be bona fide residents of the Town except for specific exceptions as noted on certain boards. Members will serve without pay, but with prior approval shall be reimbursed for expenses.

SECTION 2-102. Terms of Appointment. Members shall serve for three (3) years commencing on the first day of January of the year in which their terms begin. To assure continuity when establishing a new board, initial terms shall be staggered; for example, for a five member board, one member shall be appointed for one year, two members shall be appointed for two years and two members shall be appointed for three years. For a seven member board, two members shall be appointed for one year, two members shall be appointed for two years, and three members shall be appointed for three years, and so on.

SECTION 2-103. Meetings and Officers. The date and time of regular meetings shall be decided by a majority vote of the board. A majority of members shall constitute a quorum necessary to transact board business. All meetings shall be publicly noticed and comply with the provisions of public meetings law. At the beginning of each calendar year, boards shall elect a chairman who will set the agenda, call and preside over meetings, provide orientation to new members, and keep all members informed; a vice-chairman to serve in the chairman's absence, and a secretary who shall keep minutes for the board, and following their approval, shall provide copies of them to the Town Manager for the public record and for distribution to the Town Council. Should an elected officer resign or be unable to complete his/her term for any reason, a new officer shall be elected at the next regular meeting.

SECTION 2-104. Staff and Council Support. Each board will be provided staff support as needed as determined by the Town Council in consultation with the Town Manager. The Town Council by majority vote will appoint a council member to serve as liaison on each board to facilitate communication between the board and the Council. The Council liaison shall not be an official voting member of any board unless required by superior law.

SECTION 2-105 Vacancies and Removals. In the event that a vacancy shall occur during the term of a member, his or her successor shall be appointed for the unexpired portion of the term by means of the appointment process (Section 1-101). Board members serve at the pleasure of the Council. Members may be removed for cause by a majority vote of the Council on a recommendation by the chairman of a board or by a majority vote of the board members. Cause shall include, but not be limited to, if a member:

1. Lacks at any time during the term of office any qualification for the office prescribed by the Charter or by law;
2. Violates any express prohibition of the Charter;
3. Is convicted of a state or federal felony, appeals notwithstanding;
4. Fails to stay current and participate in the work of the board;
5. Fails to attend 70% or more of regular meetings of the board;
6. If required for membership, fails to maintain a bona fide residence within the Town for sixty (60) consecutive days.

CHAPTER 2
BOARD OF ADJUSTMENTS AND APPEALS
FOR MECHANICAL CODES

2-201. Establishment and Purpose.

2-202. Organization and Membership.

2-203. Duties and Functions.

2-204. Appeals.

2-201. Establishment and Purpose. There is hereby established a Board of Adjustments and Appeals for Mechanical Codes to facilitate citizens' appeals to decisions by various enforcement officers of the town and to evaluate other issues relating to the mechanical codes of the town.

2-202. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The board shall consist of eight (8) residents of the Town (this requirement may be waived by a unanimous vote of the Council if necessary to complete the board with appropriately skilled appointments) and shall be active in the field of construction. One (1) member of the board shall be a building contractor; one (1) member of the board shall be a plumbing contractor; one (1) member shall be an electrical contractor; one (1) member shall be a realtor; one (1) member shall be an architect; one (1) member shall be an engineer; one (1) member shall be a building supply dealer; and, one (1) member shall be a homeowner. (1985 Code, § 4-702) The board shall meet on call by its chairman to consider appeals from the decisions of the various enforcement officers of the various mechanical Codes of the Town adopted in this code or other ordinances of the Town and to consider adjustments in the various mechanical codes.

2-203. Duties and Functions. The board shall decide questions of administrative interpretations of the various mechanical Codes of the Town Code and hear citizens' appeals to decisions made by enforcement officers of the codes pertaining to the use of materials and types of construction. The board shall also evaluate the safety and ~~performance of new materials or materials not specifically covered in the codes and determine~~ the usability of such materials as well as evaluate the safety and performance of various types of construction. The board shall also make recommendations to the

Town Council for revisions or modifications of existing mechanical codes. (1985 Code, § 4-705)

2-204. Appeals. Any person aggrieved by any action or decision of the board may appeal to the Town Council by requesting an appeal, in writing, within ten (10) days after said action or decision is rendered. (1985 Code, § 4-706)

CHAPTER 3 BOARD OF ZONING APPEALS

2-301. Establishment and Purpose.

2-302. Organization and Membership.

2-303. Duties and Functions.

2-304. Appeals, Hearings, Notice.

2-301. Establishment and Purpose. A Board of Zoning Appeals (BZA) is hereby established to hear and decide appeals to the Signal Mountain Zoning Ordinance or to hear and decide appeals to decisions by the building official or other officials of the Town.

2-302. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The BZA shall consist of five (5) residents of the Town. The BZA shall adopt rules necessary to the conduct its affairs in accordance with the provisions of Article X-XIII of the Signal Mountain Zoning Ordinance. Meetings of the BZA shall be held at the call of the chairman, or in his absence, the vice chairman, who may administer oaths and compel the attendance of witnesses. The BZA shall also keep minutes of its proceedings listing members who are present and each member's vote upon each question, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the BZA, located in the Signal Mountain Town Hall and shall be a public record. A copy of such record shall also be provided to the appellant.

2-303. Duties and Functions. The BZA shall hear and decide appeals of any alleged error in any order, requirement, permit, decision or refusal made by the building official or any other administrative official in carrying out the enforcement of the Signal Mountain Zoning Ordinance. The BZA shall also consider, grant or deny requests for variances or other special exceptions to the Zoning Ordinance or Town Map based on the intent and purpose of the Zoning Ordinance or the Town's current Land Use and Transportation Plan. The Appeals process is as follows:

1. Appeals to the BZA concerning the interpretation or administration of zoning regulations may be made by any person aggrieved by any officer, department, board, or bureau of the Town affected by any decision of the building official. Such appeals shall be taken within a reasonable time as provided by the

procedures of the BZA by filing with the building official and with the BZA a notice of appeal specifying the grounds for the request.

2. Persons objecting to an appeal sought by an applicant or interested in the review made by the BZA may likewise submit their views and evidence in writing within the time provided in its rules of procedure.
3. The building official shall forthwith transmit to the BZA all the papers constituting the record upon which the action appealed from was taken.

2-304 Appeals, Hearing and Notice. The BZA shall fix a reasonable time for the hearing of an appeal with public notice and due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or attorney. If a lawsuit is filed contesting any decision of the BZA, the action of the BZA shall be stayed by a restraining order from a court of competent jurisdiction after notice to the building official.

CHAPTER 4 CITIZEN'S ADVISORY COMMITTEE

2-401. Establishment and Purpose.

2-402. Organization and Membership.

2-403. Duties and Functions.

2-401. Establishment and Purpose. There is hereby created a Citizen's Advisory Committee to serve in an advisory capacity to the Town Council and the Town Manager as a research and discovery entity devoted to special projects with potential benefits to the community.

2-402. Organizations and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The Board may be divided into independent subcommittees to address current topics or areas of community interest. Such subcommittees shall have specific functions and terms of existence as determined by the Town Council. The Board shall consist of up to fifteen (15) members, in some instances requiring a particular skill set or area of expertise. The majority of members shall be residents of the town.

2-403. Duties and Functions. The Board shall be charged with information gathering and consolidation as well as communication of its conclusions to the Town Council, including suggestions and recommendations for improvements or changes to the community.

CHAPTER 5
CONDEMNATION BOARD

2-501. Establishment and Purpose.

2-502. Organization and Membership.

2-503. Duties and Functions.

2-501. Establishment and purpose. There is hereby established a Condemnation Board authorized to assure that buildings and structures in the Town of Signal Mountain remain in good repair and in compliance with the Codes of the Town.

2-502. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The board shall be comprised of five (5) voting members as follows: the chief of the town fire department, the town's building official, and three residents of the town of whom one shall be in real estate and one in the insurance business.

2-503. Duties and Functions. The Condemnation Board shall investigate buildings or structures that are purported to be a menace to the public health, safety or the public convenience as requested by the Town Manager, who shall report such findings to the Town Council. The Board shall be empowered to require owners to repair or otherwise bring such buildings or structures into compliance with building, plumbing, electrical, gas, housing and other similar Codes of the Town relating to buildings or structures or demolish them. (As defined in Title 12, Chapter 3)

CHAPTER 6
SIGNAL MOUNTAIN DESIGN REVIEW COMMISSION

2-601. Establishment and Purpose.

2-602. Organization and Membership.

2-603. Duties and Functions.

2-604. Development Requiring DRC Review.

2-605. Submission of Plans.

2-606. Standards.

2-607. Building Applications--Issuance of Permits.

2-608. Appeals.

2-609. Project Development Contract.

2-601. Establishment and Purpose. There is hereby established a Design Review Commission ("DRC") that shall have the structure, powers, and functions as hereinafter provided (As added by Ord. #93, _ 3, June 1993). The purpose of the DRC is to

1. Maintain the Town of Signal Mountain as a predominantly single-family residential community by protecting the character and integrity of existing and future residential areas through the provision of high quality design standards in new development and the protection of residential areas from encroachment by non-compatible land uses; and,
2. Maintain a balance among land uses within the Town favoring residential over commercial or industrial growth, a policy requiring the town to protect its residential property tax base through the implementation of appropriate community appearance standards generally and, more specifically, of standards insuring that commercial, industrial and multi-family development do not impair the property values of single-family detached residential development within the town. (As added by Ord. #93-8, § 2, June 1993.)

2-602. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The DRC shall consist of seven (7) residents of the Town. The following fields may be represented through the appointment of at least one member professionally qualified as an architect, realtor, builder/contractor or horticulturist. (As added by Ord. #93-8, § 4, June 1993, and amended by Ord. #95-2, § 1, Feb. 1995.) A majority of members shall constitute a quorum. The secretary shall keep minutes of its proceedings showing the vote of each member upon each question or if a member is absent or fails to vote. The DRC by majority vote may adopt rules governing its procedures. (As added by Ord. #93-8, § 6, June 1993.)

2-603. Duties and Functions. The DRC shall enforce comprehensive design guidelines for commercial buildings, commercial properties, government buildings, the Golf Course, duplexes and planned unit developments. The DRC shall meet pursuant to the submission of any application requiring its review and approval under its governing Standards. The following are subject to DRC review and approval:

1. Site plans for new construction;
2. Improvements to existing structures;
3. Remodeling and alterations;
4. Signage;
5. Lighting;
6. Parking and pavement areas;
7. Landscaping and site treatment;
8. Screening; and,
9. Demolitions or changes in use for land and/or buildings.

2-604. Development Requiring DRC Review.

1. Plans shall be submitted to the DRC or all development requiring a building permit for the following:
 - a. New construction, change in exterior appearance, exterior alteration, moving a structure, demolition or change in use for ~~either land, buildings or buildings or land for all categories of construction except single-family residential detached structures.~~
 - b. Planned unit developments.

2. Plans shall be submitted to the DRC where a building permit is not required, for the following:
 - a. Re-roofing or if there is a color change in the roofing.
 - b. Exterior painting, if there is a color change.
 - c. Landscaping if there is a change of more than twenty-five percent (25%) in the area currently landscaped.
 - d. New or repaired driveways or parking lots, if there is new paving in an area of more than twenty-five percent (25%) of the area currently paved.

Work shall not begin in the above-mentioned items (a) through (d) until DRC review and approval of the plans is complete. For categories of development for which Planning Commission review is also required, applicants shall, at the time of submission of plans also submit to the Planning Commission such plans, plats or sketches as may be required by law. Plans subject to approval both by the Planning Commission and the DRC shall ordinarily be reviewed first by the planning commission with the exception of planned unit development final plans, which shall first be reviewed by the DRC. However, the Planning Commission, at its option, may secure the preliminary final plans from the DRC of the planned unit development prior to its approval of such plans. (As added by Ord. #93-8, § 7, June 1993, as amended by Ord. #99-9, April 1999)

2-605. Submission of Plans.

1. Plan submissions shall be in a form approved by the DRC.

2. Should the DRC, either on its own motion or in response to a recommendation from the building official or Town Manager, determine that an application is incomplete, it shall notify the applicant of such additional materials as it may require for reviewing the application. The DRC shall certify the date, on which an application, whether in original form or as supplemented, is complete. Unless the DRC agrees, the applicant may submit no additional supplemental material after the certification date other than such modifications in the original or supplemental plans as the DRC may request in the course of its consideration of these plans. Modified plans and additional

supplemental materials shall be submitted to the building official for review and subsequent transmission to the DRC.

3. The DRC shall approve, approve with conditions, or disapprove plans submitted to it within sixty (60) days of their receipt in a form it specifies, or within a time period on which the DRC and applicant may agree. The DRC shall set forth its decision and the reasons therefore in writing. In cases of conditional approval or disapproval, the DRC shall include in its report comments advising the applicant of the right of appeal provided in the appeal section below, and informing the applicant, the building official, the town manager, and the Town Council how the conditionally approved or disapproved plans might be modified to secure their conformity with this division. (As added by Ord. #93-8, § 8, June 1993).

2-606. Standards Governing the DRC. DRC review of applicants' development plans shall be based on the Design Standards set forth in the manual that is created and recommended by the DRC for approval by the Town Council. (As added by Ord. #93-8, § 9, June 1993.)

2-607. Building Applications—Issuance of Permits. If the DRC passes an application to the building official with approval, the building official may issue the permit. If the DRC returns the application with its disapproval and recommendations, the building official shall refuse to issue a building permit until such time as appropriate changes have been made and resubmitted in such form as meets the approval of the DRC. If, in the opinion of the chairman, the re-submittal clearly meets the design standards and recommendations of the DRC, he/she may approve the application without further delay. (As added by Ord. #93-8, § 10, June 1993)

2-608. Appeals. Applicants whose plans are conditionally approved or are disapproved by the DRC may appeal such action to the Town Council at a regular meeting not more than sixty (60) days after the date of the DRC's action. The Council, after hearing all parties who desire to be heard, shall approve, approve with conditions or disapprove the application in a written statement setting forth its reasons for such action. If the Council approves or conditionally approves the application, the building official may issue the building permit forthwith provided that the applicant has complied with the terms of the approval or conditional approval as well as with other provisions of this section, and with all other codes, ordinances, regulations and procedures regarding building permits. (As added by Ord. #93-8, § 11, June 1993)

2-609. Project Development Contract. A project development contract, incorporating, among other elements, any conditions or requirements imposed on the applicant pursuant to this chapter, shall be executed by and between the DRC and the applicant at the time of approval of the project or, when appealed and approved, between the Town Council and the applicant before any building permit can be issued for any development. The project development contract will outline the requirements of the DRC or the Town Council in

~~writing, in addition to any drawings or sketches which are attached to the contract.~~ (As added by Ord. #93-8, § 12, June 1993.)

CHAPTER 7 HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD

- 2-701. Establishment and Purpose.**
- 2-702. Organization and Membership.**
- 2-703. Functions and Duties.**

2-701. Establishment and Purpose. There is hereby established a Health, Educational and Housing Board to promote health and higher education to the citizens of the Town.

2-702. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The Board is comprised of seven (7) residents of the Town, one member of which shall be appointed by the Town Council. His/her term of appointment shall be for 6 years. Annual meetings will be held the second Tuesday in May. Other meetings may be scheduled as necessary.

2-703. Duties and Functions. Pursuant to Article V of the Certificate of Incorporation of the Health Educational and Housing Certificate of Incorporation of the Health, Facility Board, the board is responsible for promoting the health and higher education of the people of the Town of Signal Mountain, Hamilton County, Tennessee, and surrounding areas, and to exercise the authority and pursue the objectives of health and education corporations as provided in Tennessee Code Annotated, and particularly Chapter 3, Part 3, of Title 48 thereof, including amendments.

CHAPTER 8 HISTORICAL COMMITTEE

- 2-801. Establishment and Purpose.**
- 2-802. Organizations and Membership.**
- 2-803. Duties and Functions.**

2-801. Establishment and Purpose. There is hereby established an Historical Committee to maintain an historical archive of the Town of Signal Mountain and Walden's Ridge at the Signal Mountain Library.

2-802. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The Committee will be comprised of up to seven (7) mountain residents, at least five (5) of whom shall reside in the Town.

2-803. Duties and Functions. The Historical Committee will research, record, copy and maintain all photographs, printed materials, and artifacts which reference the Town of

Signal Mountain and/or Walden's Ridge in the Town of Signal Mountain Archive, currently located in the at the Signal Mountain Library.

CHAPTER 9 LIBRARY BOARD

- 2-901. Establishment and Purpose.**
- 2-902. Organizations and Membership.**
- 2-903. Duties and Functions.**

- 2-901. Establishment and Purpose. There is hereby established a Library Board to advance the mission of the Library "...to provide the population of Signal Mountain with a core collection of recreational and informational library materials and technological resources, to assure easy access to these materials, and to provide programs that stimulate the awareness and use of these programs and resources.
- 2-902. Organizations and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The Library Board shall consist of seven (7) members, at least five (5) of whom shall be residents of the town.
- 2-903. Duties and Functions. The Library Board shall serve in an advisory capacity to the library director, the Town Manager, and the Town Council to recommend policies, programs, capital improvements and other functions to benefit the collection, services and other needs of the Library including fund-raising and/or soliciting gifts, memorials and donations consistent with the Memorial Policy.

CHAPTER 10 MOUNTAIN ARTS COMMUNITY CENTER (MACC) BOARD

- 2-1001. Establishment and Purpose.**
- 2-1002. Organization and Membership.**
- 2-1003. Duties and Functions.**

- 2-1001. Establishment and Purpose. There is hereby established a Mountain Arts Community Center Board to act in an advisory capacity to the MACC Director and the Town Manager to provide and facilitate artistic, cultural, civic, and educational activities that foster personal growth and benefit the community.
- 2-1002. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The board shall consist of seven (7) members, at least five (5) of whom shall reside in the Town, including a representative from the Friends of MACC and a representative from the Signal Mountain Playhouse as recommended by those organizations.

2-1003. Duties and Functions. The MACC Board shall work with the MACC Director and Town Manager to recommend policies, programs and other functions to benefit the advancement and success of the of the MACC as an active and viable arts center for the Town of Signal Mountain. The Board shall also solicit, accept and recommend gifts and memorials consistent with the Memorial Policy.

CHAPTER 11
MUNICIPAL PLANNING COMMISSION

TITLE 14, CHAPTER 1 is hereby repealed and the following substituted:

2-1101. Establishment and Purpose.

2-1102. Organization and Membership.

2-1103. Duties and Functions.

2-1101. Establishment and Purpose. Pursuant to the provisions of Tennessee Code Annotated, section 13-4-101, there is hereby created a municipal planning commission, hereinafter referred to as the planning commission, to maintain the Town as a predominantly single-family residential community by protecting existing and future land areas from encroachment by incompatible land uses and endeavoring to prevent commercial, industrial and multi-family development from impairing the property values of single-family residential areas within the Town in accordance with the Comprehensive Land Use Plan.

2-1102. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The Planning Commission shall consist of nine (9) residents of the Town; two (2) of these shall be the mayor and another member of the Town Council, selected by the Town Council. The terms of the mayor and the council member shall run concurrently with their terms of office. (The mayor may appoint another council member to serve in his place if approved by a majority vote of the Town Council.) (1985 Code, § 11-101, as amended by Ord. #2001-1, Jan. 2001)

1. Officers:

- a. Chairman and Vice Chairman. The planning commission shall elect a chairman and vice chairman from among its appointed members whose term of office shall be for a period of one year. (1985 Code, § 11-103, as amended by Ord. #2001-2, April 2001)
- b. Secretary. The planning commission shall appoint a secretary from among its membership who shall have the custody of the books and records of the planning commission. The secretary shall serve at the will and pleasure of the commission. (1985 Code, § 11-104)

2. Meetings: The planning commission shall meet at the beginning of each year for the purpose of organization elections and it shall thereafter meet not less than once every three (3) months and at such times and places as it may fix by resolution. Its chairman or secretary may call special meetings from time to time.
 - a. A majority of the members of the planning commission shall constitute a quorum.
 - b. Any vacancy shall be filled for the un-expired term by a majority vote of the Town Council. (1985 Code, § 11-102)
 - c. The planning commission shall keep a proper record of its proceedings recording the vote of each member upon each question or if a member is absent or fails to vote. (1985 Code, § 11-105, as amended by Ord. #2001-2, April 2001)

2-1103. Duties and Functions. The powers and duties of the planning commission require that it shall:

1. Collect data and keep itself informed as to the best practices and the advancements made in the art of municipal planning so that it is qualified to act on matters that affect the present and future movements of traffic, the convenience and safety of persons and property, the health, recreation and general welfare and the use of buildings, structures and land for trade, industry, residence, recreation, public activities and all other needs of the town which are dependent upon at town plan. (1985 Code, § 11-106, as replaced by Ord. #97-12, § 1, Oct. 1997)
2. Work in cooperation with Town departments and employees. The various departments of the government of the town and the employees thereof shall give the planning commission all possible assistance, advice and cooperation consistent with the performance of the other duties required of them by law or assigned to them by the heads of their respective departments or by the Town Council. (1985 Code, § 11-107)
3. Make maps and plans of the whole or any portion of the town or any land outside of the town, which bears a relation to the planning and future growth of the municipality and to make changes in the plans and maps as necessary. The plans shall show the planning commission's recommendations for any streets, alleys, ways, viaducts, bridges, subways, railroads, terminals, transit lines, parkways, parks, playgrounds or any other public grounds or public improvements and the removal, relocation on, widening or extension of such public works then existing. (1985 Code, § 11-108)
4. Certify to the Town Council a zoning plan, in accordance with Tennessee Code Annotated, section 13-4-201, which shall include both a full text of a proposed zoning ordinance and maps, representing the recommendations of

the planning commission for the regulation by districts or zones of the location, height, bulk, number of stories and size of buildings and other structures, the percentage of the lot that may be occupied, the size of yards, courts and other open spaces, the density of population and the uses of buildings, structures and land for trade, industry, residence, recreation, public activities and other purposes. In making such recommendations, the planning commission shall take into consideration the present character of the district, the value of the land therein and the character building thereon, the peculiar suitability of the district for a particular use and other considerations which will promote the public health, safety, convenience and general welfare. (1985 Code, § 11-109, as amended by Ord. #2001-2, April 2001)

5. Carry out its power and authority to review plats for the subdivision of land within the limits of the Town and decide whether to permit or deny such plat applications. The planning commission's review shall include, but is not limited to, subdivision and right-of-way designs; access, frontage, depth and area of lots; drainage, easements, utility layout and designs; street grades; and conformity to official plans. In addition, the planning commission may require additional information and data be furnished by applicants on particular matters of concern. (1985 Code, § 11-110, as amended by ord. No. 92-2, and Ord. #2001-2, April 2001)
6. Hire the services of architects, engineers and contract for other professional services or appoint clerks, draftsmen and other subordinates, as it shall deem necessary for the performance of its functions. The expenditures for such services and employment shall be within the amounts appropriated for the use of the planning commission. (1985 Code, § 11-111)
7. Make an annual report to the Town Council giving a summary of its work during the preceding year; in the report, it shall also make recommendations as to future projects to be undertaken, and from time to time it shall also make like recommendations for public improvements which, in its judgment, should be undertaken. (1985 Code, § 11-112)
8. Carry out all of its powers, functions and duties in accordance with all applicable provisions of Tennessee Code Annotated, title 13. (1985 Code, § 11-113)

CHAPTER 12 PARKS BOARD

- 2-1201. Establishment and purpose.**
- 2-1202. Organization and membership.**
- 2-1203. Duties and Functions.**

2-1201. Establishment and Purpose. There is hereby established a Parks Board to assist the recreation director in providing the Town Council and the Town Manager with recommendations relating to parks in the Town. (1985 Code, § 1-701)

2-1202. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The Board shall consist of five (5) residents of the Town and shall make annual reports to the Town Council as well as other reports from time to time, as requested. (1985 Code, § 1-705)

2-1203. Duties and Functions. The Board shall assist the recreation director in providing recommendations concerning all facets of public parks in the town to the Town Council and the Town Manager. This shall include but not be limited to such activities as:

1. Recommending signage for parks;
2. Designating, creating and maintaining trails;
3. Organizing volunteers for park activities;
4. Organizing public activities to promote usage of parks for physical activity, education, and enjoyment of nature (1985 Code, § 1-704); and,
5. Soliciting and receiving gifts or bequests of money or other personal property or any donation to be applied, principal or income, for either temporary or permanent use for playgrounds or other recreational purposes consistent with the Memorial Policy. (1985 Code, § 1-706)

CHAPTER 13 PERSONNEL COMMITTEE

2-1301. Establishment and Purpose.

2-1302. Organization and Membership.

2-1303. Duties and Functions.

2-1301. Establishment and Purpose. There is hereby established a Personnel Committee to serve in an advisory capacity to the Town Council and the Town Manager.

2-1302. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The committee shall be composed of five (5) residents of the Town preferably with business, human resource, insurance benefits or other pertinent experience, and up to two council members.

2-1303. Duties and Functions. The Personnel Committee shall study and evaluate all aspects of employee personnel policy, job descriptions, pay plans, benefits, and any other personnel issues as requested by the Town Manager and/or the Town Council and make recommendations for changes or improvements in same.

CHAPTER 14
RECREATION BOARD

2-1401. Establishment and Purpose.

2-1402. Organization and Membership.

2-1403. Duties and Functions.

2-1401. Establishment and Purpose. There is hereby created a Recreation Board to represent the citizens of the Town, assist the recreation director and serve in an advisory capacity to the Town Manager and the Town Council. The Recreation Board shall advance the mission of the Signal Mountain Recreation Department "...to provide quality recreation programs, to utilize the facilities as fully as possible, and increase the number and diversity of recreational facilities and activities in Signal Mountain."

2-1402. Organizations and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The Board shall consist of seven (7) members, at least five (5) of whom shall be residents of the town. Members of the Recreation Board shall not sit on the boards of Signal Mountain recreational leagues or organizations.

2-1403. Duties and Functions. The board shall represent the citizens of the Town of Signal Mountain to determine recreational objectives and needs and shall recommend policies and goals to fulfill them. The Board will assist the recreation director in providing the Town Council and Town Manager with recommendations concerning all facets of recreational activities in the town. (1985 Code, § 1-602, as replaced by ord. No. 91-12.) Among other duties and functions, the Board shall:

2. Recommend budget priorities to the recreation director for the spending of funds for recreational purposes.
3. Solicit or receive any gifts or bequests of money or other personal property or any donation to be applied, principal or income, for either temporary or permanent use for playgrounds or other recreational purposes consistent with the Memorial Policy.
4. Entertain suggestions, complaints, and/or comments from league representatives, interested citizens or other parties pertaining to the recreational policies of Signal Mountain.
5. Review the organization of participating leagues to assure proper communication to the board and assure compliance with the recreation plan of Signal Mountain.
6. Assure leagues comply with established recreational goals.
7. Collect financial data from leagues.
8. Receive a listing from each league at the beginning and end of its season regarding requested maintenance and suggested improvements for Town recreational facilities.
9. Recommend fee structures for all town recreational charges and league fees.
10. Recommend event schedules for all recreational activities within Town of Signal Mountain. (1985 Code, § 1-603, as replaced by ord. No. 91-12).

CHAPTER 15
STORMWATER APPEALS BOARD

- 2-1501. Establishment and Purpose.**
- 2-1502. Organization and Membership.**
- 2-1503. Duties and Functions.**
- 2-1504. Appeals.**

2-1501. Establishment and Purpose. A Stormwater Appeals Board is hereby established to address citizens' appeals to storm water determinations and fees within the town.

2-1502. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The Board shall consist of eight (8) members as follows: the Town Manager, the town recorder, the public works director, the water department director, the police chief, the fire chief, the building official, and a citizen representative. The Board shall meet only as needed and when called by the Town Manager.

2-1503. Duties and Functions. The Board is responsible for hearing citizens' appeals relating to storm water violations, calculations and fees levied by the Town. Appeals regarding user fees must be made within thirty (30) days from the date of the last bill. Appeals requests shall detail the grounds for the appeal and be made in writing. Additional information may be required by the town manager.

2-1504. Appeals. In the event the Storm water Appeals Board cannot resolve a dispute, a final appeal shall be brought before the Town Council for resolution.

CHAPTER 16
TREE BOARD

- 2-1601. Establishment and Purpose.**
- 2-1602. Organization and Membership.**
- 2-1603. Duties and Functions.**

2-1601. Establishment and Purpose. There is hereby established a Tree Board to protect the Town's extensive resource of native trees as significant to the environment and as a part of the natural beauty of the Town through tree advocacy and education.

2-1602. Organization and Membership. (See General Board Requirements, Chapter 1, Section 1-101 to 1-105.) The Signal Mountain Tree Board shall consist of seven (7) members, at least five (5) of whom shall be residents of the Town. Preferably, members of the Tree Board should have some educational and/or professional experience concerning landscaping and/or trees, which may include such occupations as a landscape architect, arborist, forester, master gardener, teacher, botanist or biologist. A certified arborist may serve as a consultant and ad hoc member.

2-1603. Duties and Functions. The Tree Board shall serve in an advisory capacity to the Town Council and the Town Manager to recommend the adoption of programs, policies, and regulations for the protection of trees. Capital needs to support the Board's programs may include fund-raising and/or soliciting gifts, memorials and donations consistent with the Memorial Policy. Other duties and responsibilities of the Board are as follows:

1. General Advice:

- a. Provide education, advice and recommendations about trees to the Town Council and the general public.
- b. Provide builders, contractors or developers with recommendations on tree protection and maintenance prior to the issuance of any land disturbing or building permit by the building official.

2. Advice Relating to Municipal Trees:

- a. Provide advice and assistance in tree pruning.
- b. Provide safety inspections of trees in the Town.
- a. Provide advice to municipal departments on tree problems and tree removal needs.
- c. Collect data on trees in the Town or arrange for a tree inventory.

3. Educational Outreach:

- a. Work with schools, civic clubs, garden clubs, scout troops, hiking clubs, etc., to provide educational information on the importance of trees and to promote tree planting and proper maintenance.
- b. Provide education on the importance of controlling non-native invasive species such as honeysuckle, bittersweet, wisteria, English ivy, and kudzu vines; burning bush and privet shrubs; princess and mimosa trees, etc.
- c. Work with Board members, garden clubs, other local groups, and volunteers to remove and eradicate non-native invasive species from municipal property.
- d. Participate in community events such as the Fall Hodgepodge, the 4th of July Barbecue, Sunday on Signal, etc., to distribute and provide the public information to advocate and educate the importance of trees, tree planting, and proper maintenance of trees.
- e. Arrange for publicity about the importance of trees and tree planting activities.

3. Planting Trees:

- a. Celebrate Arbor Day in coordination with elementary schools.
- b. Prepare plans for tree planting activities.
- c. Arrange for donations of trees or funding for tree planting projects.
- d. Select species for various planting projects.
- e. Coordinate with other groups that might plant trees.

4. Honor Tree Program:
- a. Provide a means for individuals or groups to donate trees to honor special people, commemorate important events, and create living memorials for loved ones.
 - b. For a tax-deductible donation the Tree Board shall plant an Honor Tree and install a special inscribed marker.
 - c. The board shall recommend a species and an appropriate planting site on Town property in coordination with the Parks Board and review and recommendation by the Town Manager or his/her designee.
 - d. The successful growth of donated trees shall not be guaranteed. The Town reserves the right not to replace donated trees that are removed, damaged or diseased.
 - e. The Town shall not be responsible for vandalism, repair or replacement of plaques. If a plaque presents an eyesore or public liability, the Town at its discretion may remove it. The donor will be contacted or informed of the action, if taken.

SECTION 2. That this Ordinance shall become effective immediately from and after its passage as provided by law.

Passed First Reading _____, 2009.

Passed Second Reading _____, 2009.

Mayor

Town Recorder

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF SIGNAL MOUNTAIN,
TENNESSEE AMENDING TITLE 3, CHAPTER 1, TO CREATE A
NEW SECTION 3-114 OF THE TOWN CODE RELATING TO THE
EMPLOYMENT OF COLLECTION AGENCIES TO COLLECT
MUNICIPAL FINES AND COSTS.

WHEREAS, T.C.A. 40-24-105(d) authorizes the Town to employ private collection agencies to collect municipal court fines and costs; and

WHEREAS, Town records indicate that a significant amount of fines and costs are currently unpaid and may provide additional revenue for the Town if they are collected; and

WHEREAS, T.C.A. 40-24-105(d) requires any municipality to adopt an authorizing ordinance before contracting with any collection agency to do so.

NOW, THEREFORE

SECTION 1. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TOWN OF SIGNAL MOUNTAIN, TENNESSEE, that Title 3, Chapter 1 is amended to include a new Section 3-114 of the Town Code which shall state as follows:

3-114. Collection Agencies. The Town of Signal Mountain is authorized to employ a collection agency to collect fines and costs assessed by the municipal court where the fines and costs have not been collected within sixty (60) days after they were due. Any fees of the collection agency shall be assessed as court costs in connection with the Town offense. Any such contract with a collection agency shall be in writing, and shall include a provision specifying that the collection agency may institute an action to collect fines and costs in a judicial proceeding when authorized by the Town Manager. The collection agency may

be paid an amount approved by the Town Manager which does not exceed any statutorily approved fees authorized by T.C.A. 40-24-105(d.)

SECTION 2. Date of Effect. This amendment shall be operative from and after final passage, the public welfare requiring it.

Passed 1st reading _____, 2009.

Passed 2nd reading _____, 2009.

MAYOR

RECORDER

DATE

DATE