

\*\*\*\*\*MARCH 11, 2002\*\*\*\*\*

The Town Council of the Town of Signal Mountain held its regular monthly meeting on Monday, March 11, 2002, at 7:00 p.m. in the Town Hall. Those present were:

Mayor James H. Althaus  
 Vice-Mayor Robert E. Steel, Jr.  
 Councilmember Stephen Ruffin  
 Councilmember William C. Steele, Jr.

Also present were: Town Manager Hershel Dick  
 Town Recorder Diana Campbell  
 Town Attorney Phil Noblett  
 See attached list for additional people

The Mayor called the meeting to order and offered the prayer. The Recorder called the roll.

Vice-Mayor Steel made a motion to approve the minutes of the February 11, 2002, regular monthly meeting. The motion was seconded by Councilmember Steele and passed unanimously.

The first resolution for the Council to consider was "A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, TO SIGN A LANDLORD WAIVER AND ESTOPPEL AGREEMENT AS REQUESTED BY AMSOUTH BANK FOR THE SIGNAL MOUNTAIN GOLF AND COUNTRY CLUB." Mr. Mike St. Charles, representing AmSouth Bank briefly explained the agreement. He explained that the Town would be acknowledging the lease used by the Club as collateral on a loan with AmSouth. He further explained that, if the Club defaulted on the loan, the Town would not have to pay off the loan but instead AmSouth would have the right to "step into the shoes of the Club" and operate the golf course. Vice-Mayor Steel made a motion to approve the resolution. Councilmember Ruffin seconded the motion. Three Councilmembers voted to approve the resolution. Councilmember Steele abstained.

The second resolution before the Council was "A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, TO SIGN A CONSENT TO THE TRANSFER OF CONTROL AND REORGANIZATION OF COMCAST CORPORATION TO AT&T COMCAST CORPORATION." There was a brief discussion with the Mayor explaining that Comcast pays a franchise fee to the town each year. He explained this year Comcast paid more than \$79,000. Vice-Mayor Steel made a motion to approve the resolution. Councilmember Ruffin seconded the motion and it passed unanimously.

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The next resolution before the Council was “A RESOLUTION AUTHORIZING THE TOWN RECORDER OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, TO NEGOTIATE WITH THE TENNESSEE MUNICIPAL BOND FUND CONCERNING POSSIBLE REFINANCING OF EXISTING CAPITAL OUTLAY NOTES AND TO EXECUTE ANY NECESSARY APPLICATION DOCUMENTS FOR POSSIBLE REFINANCING OF SUCH CAPITAL OUTLAY NOTES.” The Mayor explained the refinancing of three notes at the current interest rate would save the Town approximately \$127,000. Councilmember Ruffin made a motion to approve the resolution. Vice-Mayor Steel seconded the motion and it passed unanimously.

The last resolution before the council was “A RESOLUTION AUTHORIZING THE TOWN MANAGER TO IMPLEMENT A 2002 FEE SCHEDULE FOR SPORTS, RECREATION, LEISURE, AND OTHER TOWN SERVICES FOR NON-RESIDENTS OF THE TOWN.” The Mayor explained that the Town had a study done on the activities in the Town by Anne Marshall with the Parks and Recreational Technical Advisory Service (PARTAS) of the State of Tennessee. One of the things reviewed was the fees charged to non-resident participants. He explained that the study recommended that the Town should make the fees accurate, fair, supportable and consistent. He read a list of the net costs to the households of the Town funded through property tax: Swimming pool \$21, Tennis \$3, Ballfields \$34, Summer Camp Program \$3, Gym \$9, MACC \$32, Library \$49, Recycle \$17, and Transfer Center \$8 for a total of \$176. The Mayor recommended these fees be charged to non-residents on a calendar year basis. The Council discussed these fees and heard from several citizens regarding this matter. Councilmember Ruffin made a motion to approve the resolution. Vice-Mayor Steel seconded the motion and it passed unanimously.

The next item before the Council was the ordinance “AN ORDINANCE ADOPTING AND ENACTING SUPPLEMENTAL AND REPLACEMENT PAGES FOR THE MUNICIPAL CODE OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE” for the second and final reading. Councilmember Steele made a motion to approve the ordinance. Vice-Mayor Steel seconded the motion and it passed unanimously.

During the opportunity for citizens and others to address the Council, Mike St. Charles, Chairman of the Curfew Committee addressed the Council. He noted the Committee also consisted of Chris Albright, Lorraine Cash, George Galloway, Greg Hall, Fay Rothberger, Larry Welch, Greg Wright, and Bonnie Hamilton. He presented the Committee’s recommendation that the Town vote against the enactment of the proposed curfew ordinance. Councilmember Steele made a motion to accept the Committee’s recommendation. Vice-Mayor Steel seconded the motion and it passed unanimously.

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Next Lara Caughman from the Welfare Council addressed the Council. She gave a presentation informing the Council and citizens of the work her organization had done in the Town. She explained that the Welfare Council was raising money to purchase a house so they could have a bigger operating space. She requested the Council donate \$1000 toward the down payment on the house. Councilmember Steele made a motion to approve the request. The Mayor seconded the motion. The request was not approved. Councilmember Steele voted to approve the request. Vice-Mayor Steel and Councilmember Ruffin opposed. The Mayor abstained from voting. The Mayor suggested that they make the request for next year's budget.

Marian Riggat, representing some citizens in the Olde Town section, addressed the Council. The group she represented wanted to raise money for decorative street lamps for the Historic District. She explained they wanted to give the lamps to the Town and have the Town maintain the lamps. She further explained they wanted to put up decorative street signs and a yield sign. The Mayor explained that the group would need to take their request to the Design Review Commission (DRC) first. In the mean time, the Town could study the potential cost.

Next Lou Oliphant from the Planning Commission noted that the Planning Commission had not met and did not have a report to the Council.

Mr. Noblett then informed the Council of the status of the jurisdiction of the Town Judge in trying State cases. He stated a bill had passed first reading that would take Hamilton County out of the Knoxville law, and permit the Town Judge to hear State cases again.

Mr. Noblett also informed the Council of the State's requirements that a non-profit organization requesting a donation from the Town must be classified by the IRS as a 501C(3), (4), or (6) and furnish a copy of the letter from the IRS to the Town.

The meeting was adjourned.



James H. Althaus, Mayor



Diana Campbell, Recorder

Date: March 11, 2002

NAME	ADDRESS
1. <u>Pris &amp; Mark Shatter</u>	<u>501 James Blvd.</u>
2. <u>Karen Shapshire</u>	<u>1169 James Blvd.</u>
3. <u>Guida McLean</u>	<u>601 James Blvd.</u>
4. <u>Iana Cayman</u>	<u>1148 James Blvd.</u>
5. <u>Tion Rhphant</u>	<u>Cherokee Ln</u>
6. <u>Jean Delan</u>	<u>Ladder-In.</u>
7. <u>Bo Patten</u>	<u>496 Barrington Road</u>
8. <u>Chli Rystan</u>	<u>409 Brady Pt Rd</u>
9. <u>Inby Park</u>	<u>105 Mountain Court</u>
10. <u>David Wood</u>	<u>7455 Summit Ct</u>
11. <u>Bob Anderson</u>	<u>520 Fern Trail</u>
12. <u>HEATH MORGAN</u>	<u>1801 GAHAGAN Rd.</u>
13. <u>Marian Riggan</u>	<u>107 LOUISIANA Ave</u>
14. <u>TERRY M ELLEN</u>	<u>702 Windy way</u>
15. <u>Connie Peere</u>	<u>8044 Mill Creek Rd.</u>
16. <u>Scott Cook</u>	<u>4920 Chestnut St.</u>
17. <u>Greg Goodgame</u>	<u>1112 Glamis Circle</u>
18. <u>Chli Huckab</u>	<u>939 Signal Rd</u>
19. <u>Bob Hunter</u>	<u>610 Pine Street</u>
20. <u>BILL WILKERGAN</u>	<u>306 BRADY FT. RD</u>
21. <u>Pat Burgeyne</u>	<u>501 HATHAWAY DR</u>

Date: March 11, 2002

NAME	ADDRESS
1. Krista Frisbee	4335 Hassler Rd.
2. Mike St Charles	109 Malcolm Ln
3. Glenn Showalter	513 GA. AVE.
4. Paul Nolan	100 James Blvd
5. ANNE LEONARD	160 WHISPERING PINES
6. Debbie Trumpeter	110 Woodcliff
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RESOLUTION NO. R2002-7

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE TO SIGN A LANDLORD WAIVER AND ESTOPPEL AGREEMENT AS REQUESTED BY AMSOUTH BANK FOR THE SIGNAL MOUNTAIN GOLF AND COUNTRY CLUB.

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BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Mayor is authorized to sign a Landlord Waiver and Estoppel Agreement as requested by AmSouth Bank for the Signal Mountain Golf and Country Club.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
RECORDER

3-11-02  
\_\_\_\_\_  
DATE

3-11-02  
\_\_\_\_\_  
DATE

PAN/kac

This instrument prepared by:  
CHAMBLISS, BAHNER & STOPHEL, P.C.  
1000 Tallan Building, Two Union Square  
Chattanooga, TN 37402  
By: Michael N. St.Charles

**LANDLORD'S WAIVER, CONSENT AND ESTOPPEL**

THIS WAIVER, CONSENT AND ESTOPPEL ("Waiver and Consent") is made this 15 day of March, 2002, by the TOWN OF SIGNAL MOUNTAIN, a municipality having a principal address of 1111 Ridgeway Avenue, Signal Mountain, Tennessee 37377 ("Landlord") and SIGNAL MOUNTAIN GOLF AND COUNTRY CLUB, a Tennessee nonprofit corporation having a principal address of 809 James Boulevard, Signal Mountain, Tennessee 37377 ("Tenant") in favor of AMSOUTH BANK, an Alabama banking association with offices located at 601 Market Center, Chattanooga, Tennessee 37402 ("Lender").

WITNESSETH

WHEREAS, Tenant is the lessee of certain real property located in the Town of Signal Mountain, County of Hamilton, State of Tennessee, which Tenant is leasing from Landlord pursuant to that certain Lease Agreement dated on or about November 21, 1966, between Landlord and Tenant, as amended (the "Lease"), a memorandum of which is recorded at Book 1701, Page 179, Hamilton County Register's Office (the "Premises"); and

WHEREAS, Tenant, pursuant to a Assignment of Lease dated June 30, 1998, as amended March 15, 2002, (the "Lease Assignment"), has granted or proposed to grant to Lender, as security for any and all loans which Lender may from time to time make to Tenant and other obligations of Tenant to Lender from time to time outstanding (the "Loans"), a security interest in Tenant's leasehold estate created pursuant to the Lease and in all other rights and interests of Tenant in connection with the Premises (the "Leasehold Collateral"); and

WHEREAS, Tenant, pursuant to the Lease Assignment, has granted or proposed to grant to Lender, as security for any and all loans which Lender may from time to time make to Tenant, a security interest in certain personal property of Tenant, including without limitation, all of Tenant's machinery, equipment, furniture, fixtures, inventory, goods and merchandise and all additions, replacements and substitutions therefor, and all of the proceeds and products thereof (the "Personalty Collateral"), which may from time to time be located in and on the Premises; and

WHEREAS, Lender is willing to make such loans only if Landlord: (i) consents to the security interests granted pursuant to the Lease Assignment; (ii) waives certain claims, demands or rights which Landlord may have or acquire with respect to the Leasehold Collateral and the Personalty Collateral; and (iii) makes the other covenants set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Landlord hereby consents to the Lease Assignment and to all provisions contained therein. Landlord agrees that upon an event of default Lender and/or its assigns shall have the right to exercise any and all of Lender's remedies under the Lease Assignment or any other document evidencing any of the Loans, and in connection therewith, Lender may assume the Lease or assign the Leasehold Collateral to any third party.

2. Landlord hereby waives any and all liens, claims, demands or rights, however arising, including without limitation the right to levy, distrain, sue, execute or sell for unpaid rent, which Landlord now has or may hereafter acquire with respect to any or all of the Personalty Collateral (whether any property constituting Personalty Collateral is now or hereafter located on or in the Premises).

3. Landlord agrees that Lender, through its authorized representatives, may enter upon the Premises at any time and from time to time for purposes of removing any or all of the property of Tenant in the exercise of Lender's rights pursuant to its security interest in the Personalty Collateral.

4. Landlord warrants to Lender that:

(a) the Lease is in full force and effect, evidences the valid, binding and enforceable obligations of the Landlord and the Tenant, and has not been modified, amended or terminated.

(b) the term of the Lease commenced on November 21, 1966, and terminates on November 21, 2026; and

(c) Tenant has complied with all obligations owed Landlord by Tenant including without limitation the payment of rents as and when due.

Landlord agrees to give Lender prompt written notice of the occurrence of any event which, with the giving of notice or passage of time or both, could result in the creation of the right of Landlord to terminate the Lease. Such written notice shall be provided to Lender within seven (7) days after Landlord has knowledge of the occurrence of such event and shall be sent to the offices of Lender at 601 Market Center, Chattanooga, Tennessee 37402, Attention: John Behrmann. Notwithstanding any provisions of the Lease, no notice of termination thereof given by or on behalf of Landlord shall be effective unless Lender has received said notice and has failed within thirty (30) days of the date of the receipt thereof (the "Cure Period") to cure Tenant's default. The Cure Period granted to Lender herein shall be extended by any period of time during which Lender is diligently pursuing the cure of a default which cannot reasonably be expected to be cured within the initial thirty (30) day Cure Period, and the Cure Period shall not be deemed to commence until after any period of time during which Lender is pursuing acquisition of title to Tenant's leasehold interest to the Premises through foreclosure or

otherwise, such period to include, without limitation, any period of time (i) during which Lender's acquisition of title to Tenant's leasehold interest to the Premises is stayed by any proceeding in bankruptcy, any injunction or other judicial process, and (ii) after acquisition of title by Lender during which Tenant or any other party is contesting the validity of the acquisition of or Lender's title to Tenant's leasehold interest. Landlord further agrees to give such notices to any successor or assignee of Lender provided that such successor or assignee shall have given written notice to Landlord of its acquisition of Lender's interest in the Leasehold Collateral and designated the address to which such notices are to be sent. Landlord agrees not to alter or amend the Lease without Lender's prior written consent.

5. Landlord further agrees that if the Lease shall terminate for any reason or be rejected or disaffirmed pursuant to any bankruptcy law or any other law affecting creditors' rights, Lender and its assigns shall have the right, exercised by written notice to Landlord within thirty (30) days after Lender's receipt of notice of such termination, rejection or disaffirmation, to enter into a new lease of the Premises with the Landlord. The term of said new lease shall begin on the date of the termination of the Lease and shall continue for the remainder of the term thereof, including all extension and renewals set forth therein. Such new lease shall otherwise contain the same terms, conditions and options (including purchase options) as the Lease, except for requirements that have already expired or been performed. It is the intention of the parties hereto that such new lease shall have the same priority relative to the other rights and interests to or in the fee estate in the Premises covered by the new lease as the Lease.

6. Notwithstanding any provision of the Lease or any other document or agreement to the contrary, Landlord agrees that Lender may receive all insurance and condemnation proceeds payable with respect to the Premises for use in rebuilding the Premises.

7. The laws of Tennessee shall govern the validity, interpretation and enforcement of this Waiver and Consent.

8. Landlord acknowledges the loans being made to Tenant by Lender to be of benefit to Landlord and that said loans will enable Tenant to operate its business that generates income to make the rental payments to Landlord. Landlord further acknowledges the reliance of Lender on the terms hereof in making such loans (including all loans now existing or hereafter made to Tenant or otherwise owing by Tenant as obligor or guarantor). Landlord also acknowledges and agrees that nothing contained in the Lease Assignment or any other document constitutes an agreement by Lender to assume any of the obligations and responsibilities of Tenant under the Lease or otherwise in connection with the Premises.

9. This Waiver and Consent shall be binding upon the parties hereto and their respective successors and assigns, and shall not be modified by the parties hereto unless any modification is agreed to by Lender in writing. Landlord agrees that this Waiver and Consent may be enforced by and shall enure to the benefit of Lender's successors and assigns.

STATE OF TENNESSEE :

COUNTY OF HAMILTON :

Before me, a Notary Public of the state and county mentioned, personally appeared (name) Zeb Patten, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be (title) President of Signal Mountain Golf and Country Club, the within named bargainor, a nonprofit corporation, and that he as such (title) President, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by himself as (title) President.

WITNESS my hand and seal, at office in (county, state) Hamilton County, Tennessee, this 15 day of March, 2002.

Shelia D. Bryson  
Notary Public

My Commission Expires: 8-9-04

IN WITNESS WHEREOF, Landlord and Tenant have caused this Waiver and Consent to be executed by their duly authorized representatives this 15<sup>th</sup> day of March, 2002.

LANDLORD:

TOWN OF SIGNAL MOUNTAIN

By: [Signature]  
Title: Mayor

TENANT:

SIGNAL MOUNTAIN GOLF AND COUNTRY CLUB

By: [Signature]  
Title: President

STATE OF TENNESSEE :  
:  
COUNTY OF HAMILTON :

Before me, a Notary Public of the state and county mentioned, personally appeared (name) James Althaus, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be (title) mayor of the Town of Signal Mountain, Tennessee, the within named bargainor, a municipality, and that he as such (title) mayor, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the municipality by himself as (title) mayor.

WITNESS my hand and seal, at office in (county, state) Hamilton County, Tennessee, this 15 day of March, 2002.

[Signature]  
Notary Public

My Commission Expires: March 2, 2004

RESOLUTION NO. R2002-8

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE TO SIGN A CONSENT TO THE TRANSFER OF CONTROL AND REORGANIZATION OF COMCAST CORPORATION TO AT&T COMCAST CORPORATION.

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BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Mayor is authorized to sign a consent to the transfer of control and reorganization of Comcast Corporation to AT&T Comcast Corporation.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
RECORDER

3-11-02  
\_\_\_\_\_  
DATE

3-11-02  
\_\_\_\_\_  
DATE

PAN/kac

**CONSENT TO TRANSFER OF CONTROL AND INTERNAL REORGANIZATION**

**WHEREAS**, Comcast Cablevision of the South ("Franchisee") is an indirect subsidiary of Comcast Corporation ("Comcast"), and Comcast intends to merge with AT&T Broadband Corp. to create a new company to be known as AT&T Comcast Corporation (the "Merger"). Following the Merger, Franchisee will remain an indirect subsidiary of Comcast and the Franchisee's ultimate parent will be AT&T Comcast Corporation; and

**WHEREAS**, Franchisee has requested that the Town of Signal Mountain ("Franchise Authority") consent to the Merger and in accordance with the requirements of the Franchise has filed an FCC Form 394 ("Application") with the Franchise Authority; and

**WHEREAS**, Franchisee may elect as permitted by law to convert or reorganize its legal form to a limited liability company ("LLC Conversion"); and

**WHEREAS**, following the Merger and any LLC Conversion, the resulting entity controlled by AT&T Comcast Corporation will continue to operate the System and continue to hold and be responsible for performance of the Franchise; and

**WHEREAS**, the Franchise Authority is willing to consent to the Merger and LLC Conversion described above.

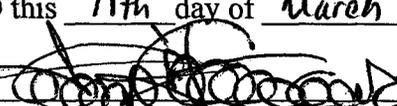
**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** The Franchise Authority consents (i) to a change in control of the Franchisee arising from the Merger and (ii) to an LLC Conversion by Franchisee.

**SECTION 2.** This Resolution shall be deemed effective upon adoption.

**SECTION 3.** This Resolution shall have the force of a continuing agreement with the Franchisee and the Franchise Authority shall not amend or otherwise alter this Resolution without the consent of the Franchisee.

**PASSED, ADOPTED AND APPROVED** this 11th day of March, 2002

By:   
 Mayor

ATTEST:

  
 Recorder

RESOLUTION NO. R2002-9

A RESOLUTION AUTHORIZING THE TOWN RECORDER OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE TO NEGOTIATE WITH THE TENNESSEE MUNICIPAL BOND FUND CONCERNING POSSIBLE REFINANCING OF EXISTING CAPITAL OUTLAY NOTES AND TO EXECUTE ANY NECESSARY APPLICATION DOCUMENTS FOR POSSIBLE REFINANCING OF SUCH CAPITAL OUTLAY NOTES.

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BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Recorder is authorized to negotiate with the Tennessee Municipal Bond Fund concerning possible refinancing of existing Capital Outlay Notes and to execute any necessary application documents for possible refinancing of such Capital Outlay Notes.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
RECORDER

3-11-02  
\_\_\_\_\_  
DATE

3-11-02  
\_\_\_\_\_  
DATE

PAN/kac

RESOLUTION NO. R2002-10

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO IMPLEMENT A 2002 FEE SCHEDULE FOR SPORTS, RECREATION, LEISURE, AND OTHER TOWN SERVICES FOR NON-RESIDENTS OF THE TOWN.

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BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee, that the Town Manager is authorized to implement a 2002 Fee Schedule for Sports, Recreation, Leisure, and other Town services for non-residents of the Town, a copy of which is attached hereto.

  
MAYOR

  
RECORDER

3-11-02  
DATE

3-11-02  
DATE

PAN/kac

## NON-RESIDENT FEE POLICY

All persons (families) living outside the Signal Mountain Town limits and wishing to use a facility will be assessed an annual fee (January 1 – December 31) proportionately identical to what the residents are paying in taxes, for each respective sport/activity that is conducted within the Signal Mountain Town limits.

Non-resident families may also select specific activities/services that they desire. Example: In order to utilize all swim pool activities, non-resident families will pay \$21 which will allow them to pay resident rates for all activities that occur within the pool.

The purpose of this fee will allow a family the opportunity to pay a resident rate for everyone in that family for that respective activity/service for one calendar year. One fee covers all members of the family. All non-resident fees are paid at the Signal Mountain Town Hall.

An annual family fee will be offered to non-resident families (\$176). This fee will allow non-resident families to utilize Town of Signal Mountain services/activities identical to Signal Mountain residents. See list of services/activities below:

Activity/Service	Non-Resident Fee
Pool Activities	+\$21.00 Per family
Day Camp	+ 3.00 Per family
Tennis	+ 3.00 Per family
Baseball/Softball (Youth & Adult)	+ 34.00 Per family
Community Center	+ 9.00 Per family
Library	+ 49.00 Per family
Mountain Arts Center	+ 32.00 Per family
Recycle Center	+ 17.00 Per family
Transfer Center	+ 8.00 Per family
 Annual Fee	 \$176.00

The above fees are in addition to any "league fee" assessed for a particular sport. The Town receives none of these league fees.

**TOWN OF SIGNAL MOUNTAIN NON-RESIDENT FEES**

10198

	<u>Resident</u>	<u>Non-Resident</u>		
<b>1. POOL</b>				
A. Pool family season pass	\$ 125.00	\$ 125.00	+	\$21.00*
B. Pool adult season pass per person	70.00	70.00	+	21.00*
C. Pool "12 and Under" season per child	60.00	60.00	+	21.00*
D. Daily pool pass - adult per person	2.50	2.50	+	21.00*
D. Daily pool pass - child per person	2.00	2.00	+	21.00*
E. Pool rental - 2 hours	100.00	100.00	+	21.00*
F. Swimming lessons per person	55.00	55.00	+	21.00*
<b>2. DAY CAMP</b>				
A. Day Camp - One week per child	35.00	35.00	+	3.00*
B. Day Camp - Two weeks per child	55.00	55.00	+	3.00*
C. Day Camp - Three weeks per child	85.00	85.00	+	3.00*
<b>3. TENNIS</b>				
A. Family tennis season pass	90.00	90.00	+	3.00*
B. Individual tennis season pass	70.00	70.00	+	3.00*
C. Tennis daily rates - 1-1/2 hr per person	3.00	3.00	+	3.00*
<b>4. LIBRARY</b>	0.00	0.00	+	49.00*
<b>5. MOUNTAIN ARTS CENTER</b>	0.00	0.00	+	32.00*
Various prices for classes				
<b>6. RECYCLE CENTER</b>	0.00	0.00	+	17.00*
<b>7. TRANSFER CENTER</b>				
A. Building materials - p/u truck/trailer	25.00	25.00	+	8.00*
B. Building materials - car trunk	4-6.00	4-6.00	+	8.00*
C. Building materials - station wagon	4-20.00	4-20.00	+	8.00*
D. Building materials - contractor	35.00	35.00	+	8.00*
E. Garbage/trash - p/u truck, car trunk, etc.	0.00	0.00	+	8.00*
F. Tire - car or pickup	1.00	1.00	+	8.00*
G. Tire - large truck	5.00	5.00	+	8.00*
<b>8. BASEBALL</b>				
A. Baseball 5-6 yr old per child	50.00 **	50.00 **	+	34.00*
B. Baseball 7-8 yr old per child	55.00 **	55.00 **	+	34.00*
C. Baseball 9-12 yr old per child	60.00 **	60.00 **	+	34.00*
<b>9. SOFTBALL</b>				
A. Softball 5-6 yr old per child	45.00 **	45.00 **	+	34.00*
B. Softball 7-8 yr old per child	50.00 **	50.00 **	+	34.00*
C. Softball 9-12 yr old per child	60.00 **	60.00 **	+	34.00*
D. Adult League	0.00			34.00*
<b>10. BASKETBALL</b>				
A. Basketball per child - Community Center	50.00 **	50.00 **	+	9.00*
<b>11. GYM RENTAL</b>				
A. Non-profit with no admission per hr	12.00	12.00	+	9.00*
B. Non-profit with admission fee per hr	20.00	20.00	+	9.00*
Or 10% of gross whichever is greater				
C. For profit with no admission fee per hr	22.50	22.50	+	9.00*
D. For profit with admission fee per hr	25.00	25.00	+	9.00*
Or 20% of gross whichever is greater				
E. Individual for private parties, etc. per hr	12.00	12.00	+	9.00*
<b>12. NON-RESIDENT ANNUAL FEE</b>	0.00	0.00		176.00*
Paying the \$176.00 non-resident fee enables the non-resident to pay resident fees for all Town activities.				

\*One time per year per household

\*\*Amounts paid to league not the Town

ORDINANCE NO. 2002-1

AN ORDINANCE ADOPTING AND ENACTING  
SUPPLEMENTAL AND REPLACEMENT PAGES FOR THE  
MUNICIPAL CODE OF THE TOWN OF SIGNAL MOUNTAIN,  
TENNESSEE.

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

SECTION 1. Ordinances Codified. The supplemental and replacement pages contained in Appendix A to the Town of Signal Mountain Municipal Code as provided by the Municipal Technical Advisory Service (MTAS) on October 8, 2001, hereinafter referred to as the "supplement," are incorporated by reference as if fully set out herein and are ordained and adopted as part of the Town of Signal Mountain Municipal Code.

SECTION 2. Continuation of existing provisions. Insofar as the provisions of the supplement are the same as those of ordinances existing and in force on its effective date, the provisions shall be considered to be continuations thereof and not as new enactments.

SECTION 3. Penalty Clause. Unless otherwise specified, wherever in the supplement, including any codes and ordinances adopted by reference, any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever the doing of any act is required or the failure to do any act is declared to be unlawful, the violation of any such provision shall be punishable by a penalty of not more than fifty dollars (\$50.00) and costs for each separate violation; provided, however, that the imposition of a penalty under the provisions of this section shall

not prevent the revocation of any permit or license or the taking of other punitive or remedial action where called for or permitted under the provisions of the supplement or the municipal code or other applicable law.

When any person is fined for violating any provision of the supplement and defaults on any payment of the penalty, he or she may be required imprisoned until the penalty is discharged by payment, or until the person, being credited with such sum as may be prescribed for any time served in lieu of payment, has fully discharged the penalty.<sup>1</sup>

Each day any violation of a provision of the supplement continues shall constitute a separate offense.

SECTION 4. Severability Clause. Each section, subsection, paragraph, sentence, and clause of the supplement, including any codes and ordinances adopted by reference, are hereby declared to be separable and severable. The invalidity of any section, subsection, paragraph, sentence, or clause in the supplement shall not affect the validity of any other portion, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted therefrom.

SECTION 5. Construction of Conflicting Provisions. Where any provision of the supplement is in conflict with any other provision of the supplement or municipal code, the provision which establishes the higher standard for the promotion and protection of the public health, safety, and welfare shall prevail.

SECTION 6. Code Available for Public Use. One (1) copy of the supplement shall be

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<sup>1</sup>State law reference

For authority to allow deferred payment of fines, or payment by installments, see Tennessee Code Annotated, ' 40-24-101, et seq.

kept available in the Recorder's Office for public use and inspection at all reasonable times.

SECTION 7. Date of Effect. This supplement, including all the codes and ordinances therein adopted by reference, shall take effect from and after final passage, the public welfare requiring it, and shall be effective on and after that date.

Passed 1<sup>st</sup> reading 2-11-2002, 2002.

Passed 2<sup>nd</sup> reading 3-11-2002, 2002.

  
MAYOR

3-11-02   
RECORDER