

*****OCTOBER 14, 2002*****

The Town Council of the Town of Signal Mountain held its regular monthly meeting on Monday, October 14, 2002, at 7:00 p.m. in the Town Hall. Those present were:

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

Also present:

Town Manager Hershel Dick
 Town Recorder Diana Campbell
 Town Attorney Phil Noblett
 See list at bottom for additional people

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

Councilmember Steele made a motion to approve the minutes of the September 9, 2002 regular meeting. Vice-Mayor Steel seconded the motion and it passed unanimously.

The first resolution before the Council was "A RESOLUTION AUTHORIZING THE CHIEF OF THE TOWN OF SIGNAL MOUNTAIN POLICE DEPARTMENT TO ENTER INTO MUTUAL AID AGREEMENTS WITH VARIOUS GOVERNMENTAL ENTITIES SUBSTANTIALLY IN THE FORM ATTACHED HERETO." The Town Manager, Mayor and Town Attorney briefly explained the agreement. Councilmember Steele made a motion to approve the resolution. Vice-Mayor Steel seconded the motion and it passed unanimously.

The second resolution before the Council was "A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ESTABLISH A POLICY PROHIBITING THE TOWN OF SIGNAL MOUNTAIN AND/OR EMPLOYEES FROM SUPPLEMENTING WORKER'S COMPENSATION INDEMNITY PAYMENTS ABOVE THE AMOUNT REQUIRED BY T.C.A. §50-6-207 AFTER NINETY (90) DAYS." A discussion followed with the Town Manager and Mayor explaining the previous policy and answering questions from the Council regarding worker's compensation. Councilmember Ruffin made a motion to approve the resolution. Vice-Mayor Steel seconded the motion and it passed unanimously.

Next the Council considered "A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT WITH SIGNAL MOUNTAIN PLAYHOUSE, INC. CONCERNING THE USE OF TOWN-OWNED PROPERTY AT TAX MAP NO. 109-D-002, ADJADENT TO JAMES BOULEVARD AND INDEMNIFYING THE TOWN OF SIGNAL MOUNTAIN FROM LIABILITY

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ASSOCIATED WITH THE ACTIVITIES OF SIGNAL MOUNTAIN PLAYHOUSE, INC.” The Town Attorney explained that the resolution was the result of a recommendation by the Tennessee Municipal League insurance pool. He further explained the benefits of entering into the agreement and answered various questions. Councilmember Steele made a motion to approve the resolution. Vice-Mayor Steel seconded the motion and it passed unanimously.

The next resolution was “A RESOLUTION APPOINTING MEMBERS TO THE TOWN OF SIGNAL MOUNTAIN’S PARK BOARD.” The Town Manager and Mayor informed the Council and answered questions. Councilmember Steele made a motion to approve the resolution. Vice-Mayor Steel seconded the motion and it passed unanimously.

The final resolution before the Council was “A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VOLUNTEER HIGHWAY SUPPLY COMPANY, INC. FOR THE STRIPING OF VARIOUS TOWN STREETS WITHIN THE TOWN OF SIGNAL MOUNTAIN BASED UPON THEIR LOW BID IN THE AMOUNT OF TWELVE THOUSAND NINETY (\$12,090.00) DOLLARS, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE STRIPPING OF VARIOUS TOWN STREETS IN CONNECTION WITH THIS AWARD.” The Town Manager and Mayor explained the street striping and answered questions. Vice-Mayor Steel made a motion to approve the resolution. Councilmember Steele seconded the motion and it passed unanimously.

Councilmember Bryant noted there would be a candidate’s forum on October 15 and on October 22 that would be open to the public. She also stated that the fire department had spoken to the Signal Mountain Middle School on fire safety and had done a great job.

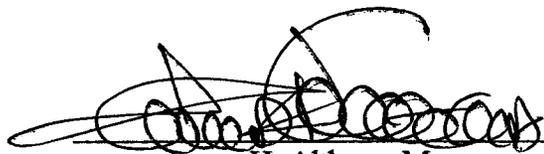
Mayor Althaus noted that the sample ballots in the paper had incorrectly listed “vote for five” and should have been “vote for three.” He explained that he had asked the Town Attorney to get the error corrected. He noted a correction had been made and the ballots had been reprinted.

The Mayor talked about the work of Vice-Mayor Steel and Councilmember Steele on the Council for several years. He presented a certificate to each of them for their service to the Town.

The meeting was adjourned.



Diana Campbell
Recorder



James H. Althaus, Mayor

List of additional people in attendance attached.

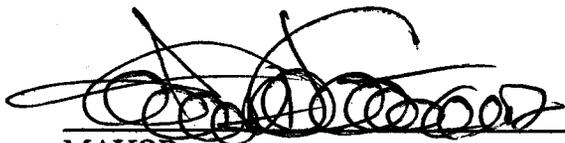
Date: October 14, 2002

NAME	ADDRESS
1. Bob Anderson	520 Fern Trail
2. Anne Leones	16 WHISPERING PINES
3. Jean Dolan	1004 Ladder Trail
4. Bethany Reyna	(Signal Mtn. Post)
5. MARK SPARTZ	501 JAMES BLVD
6. Bill Kenna	16 Whispering Pine
7. Jody Park	105 Mtn. Court
8. Joan Kenna	715 Kentucky
9. Robert White	206 Flint St
10. Joe Dumas	1111 James Blvd
11. Greg Goodgame	1112 Glamis Circle
12. Pius Shurtle	501 James Blvd
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21.	

RESOLUTION NO. R2002-36

A RESOLUTION AUTHORIZING THE CHIEF OF THE TOWN OF SIGNAL MOUNTAIN POLICE DEPARTMENT TO ENTER INTO MUTUAL AID AGREEMENTS WITH VARIOUS GOVERNMENTAL ENTITIES SUBSTANTIALLY IN THE FORM ATTACHED HERETO.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, That the Chief of the Town of Signal Mountain Police Department be and is hereby authorized to enter into Mutual Aid Agreements with various governmental entities in the greater Chattanooga area, substantially in the form attached hereto, in order to provide assistance to other jurisdictions and to provide information necessary for a responding party to provide assistance to the Signal Mountain Police Department. A copy of the Mutual Assistance Agreement is attached.



MAYOR

10-14-02

DATE

PAN/kac



RECORDER

10-14-02

DATE

RESOLUTION NO. R2002-37

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ESTABLISH A POLICY PROHIBITING THE TOWN OF SIGNAL MOUNTAIN AND/OR EMPLOYEES FROM SUPPLEMENTING WORKER'S COMPENSATION INDEMNITY PAYMENTS ABOVE THE AMOUNT REQUIRED BY T.C.A. § 50-6-207 AFTER NINETY (90) DAYS.

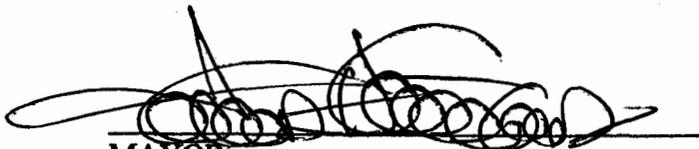
WHEREAS, this resolution is adopted based upon the recommendation of Tennessee Municipal League Pool that the prior policy of the Town of Signal Mountain and/or its employees to supplement disability payments up to full compensation following work related injuries tends to keep employees from returning to work on a timely basis because of their full payment by the Town which is above and beyond the requirements of T.C.A. § 50-6-207; and

WHEREAS, the Tennessee Municipal League Pool has urged the Town to modify its leave plan and to cap the maximum number of available days of full payment following an injury to ninety (90) days. The Tennessee Municipal League Pool has further recommended that Town employees only be allowed to supplement their pay during this ninety (90) day time period if accrued leave is available; and

WHEREAS, the prior policy of supplementation of Worker's Compensation disability payments beyond ninety (90) days will result in increased Worker's Compensation premiums to Tennessee Municipal League Pool if such policy is not adopted by the Town of Signal Mountain.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Manager is authorized to establish a policy prohibiting

supplementation by the Town of Signal Mountain and/or its employees of the statutory Worker's Compensation disability payments authorize under T.C.A. § 50-6-207 after ninety (90) days following any work injury.



MAYOR

10-14-02

DATE



RECORDER

10-14-02

DATE

PAN/kac

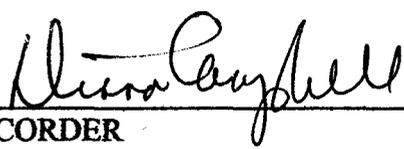
RESOLUTION NO. R2002-38

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT WITH SIGNAL MOUNTAIN PLAYHOUSE, INC. CONCERNING THE USE OF TOWN OWNED PROPERTY AT TAX MAP NO. 108-D-002, ADJACENT TO JAMES BOULEVARD AND INDEMNIFYING THE TOWN OF SIGNAL MOUNTAIN FROM LIABILITY ASSOCIATED WITH THE ACTIVITIES OF SIGNAL MOUNTAIN PLAYHOUSE, INC.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Manager is authorized to entered into a contract with Signal Mountain Playhouse describing its responsibility in the use of Town owned property located at Tax Map No. 108-D-002 adjacent to James Boulevard and indemnifying the Town of Signal Mountain from liability associated with the activities of Signal Mountain Playhouse, Inc., on such property. A copy of the contract with the Signal Mountain Playhouse, Inc. is attached.



MAYOR



RECORDER

10-14-02

DATE

10-14-02

DATE

PAN/kac

**CONTRACT FOR USE OF TOWN PROPERTY
AND INDEMNIFICATION OF THE TOWN OF SIGNAL MOUNTAIN**

THIS AGREEMENT entered into as of this 2nd day of December, 2002, by and between the TOWN OF SIGNAL MOUNTAIN, TENNESSEE, (hereinafter the "Town"), a municipal corporation, and SIGNAL MOUNTAIN PLAYHOUSE, INC. (hereinafter the "Playhouse"), a Tennessee non-profit corporation,

WITNESSETH THAT:

In consideration of the Town of Signal Mountain allowing the Signal Mountain Playhouse to continue to use Town-owned property located at Tax Map No. 108-D-002, adjacent to James Boulevard, Signal Mountain, Tennessee 37377, for the purpose of conducting plays and community entertainment and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, both parties agree as follows:

1. Signal Mountain Playhouse, Inc. agrees to indemnify and hold harmless the Town of Signal Mountain from any and all claims of every nature whatsoever, for personal injury and damages to property for and from any occurrences on the property located at Tax Map No. 108-D-002, adjacent to James Boulevard from the Town of Signal Mountain arising out of participation by volunteers, participants, and public viewers of Signal Mountain Playhouse, Inc. at Playhouse events and practices conducted on the property owned by the Town of Signal Mountain.
2. Signal Mountain Playhouse, Inc. further agrees to procure and cause to remain in full force and effect adequate liability insurance coverage for all Playhouse events and practices on Town property. Said liability insurance is to be in the minimum amount of \$650,000.00 per occurrence and shall always be in an amount equal to the limits of

liability for governmental entities set forth at T.C.A. § 29-20-403. This liability insurance policy shall name the Town of Signal Mountain as an additional insured thereunder and no plays, practices, or events shall be performed until such time as the Playhouse furnishes to the Town Attorney a certificate of insurance which is in compliance with the requirements of this paragraph.

3. Signal Mountain Playhouse, Inc. further agrees that in conducting its entertainment activities on Town property that it shall, for itself, its agents, employees, and participants, at all times be subject to and adhere to all rules and regulations of the Town of Signal Mountain, including any rules adopted by the Recreation Department of the Town of Signal Mountain and all Resolutions and Ordinances of the Town of Signal Mountain.
4. Signal Mountain Playhouse, Inc. further agrees that as a sponsor of play activities and for all Playhouse events that it shall require Playhouse participants to execute waivers, individually, if they are adults, and by a parent or guardian if they are minors, wherein all rights of action or claims against the Town of Signal Mountain for injuries or damages sustained by any participant in activities conducted on Town property shall be waived and said waivers shall be provided to the Town Manager prior to the beginning of any Playhouse events. Any participant, for whom a waiver has not been filed with the Town of Signal Mountain, shall not be allowed to take part in activities on Town property.
5. In the event that any action is brought against the Town of Signal Mountain by any person for injuries or damages occasioned upon the Town property utilized by Signal Mountain Playhouse, Inc. in addition to the provisions hereinabove set forth, Signal

Mountain Playhouse, Inc. agrees to be liable for and indemnify the Town of Signal Mountain from any and all expenses incurred by the Town of Signal Mountain in defending said action and to pay all costs and/or judgments which ultimately might be assessed or adjudged against the Town of Signal Mountain.

6. The Town of Signal Mountain and/or Playhouse may discontinue use of the Town-owned property at any time upon sixty (60) days written notice. However, no cancellation of any policy of insurance may occur during any period for which Playhouse events have occurred on such property and notice of lapse of insurance may be immediate grounds for the Town to prevent further use of Town-owned property.

IN WITNESS whereof, we have hereto set our hands this 2nd day of December, 2002.

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

By: Herchel Dick
HERSHEL DICK, Town Manager

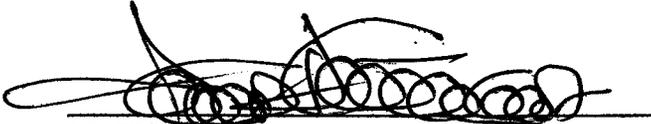
SIGNAL MOUNTAIN PLAYHOUSE, INC.

By: Glenn R. Shoualter

Attest: Heaven Campbell, Recorder

RESOLUTION NO. R2002-39**A RESOLUTION APPOINTING MEMBERS TO 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 renew the appointments of Sandra Woodward and Anne Ozburn to the Signal Mountain Parks Board and appoint William Fronk to the Signal Mountain Parks Board. All appointments shall be for five (5) year terms ending December 31, 2007.


MAYOR10-14-02

DATE


RECORDER10-14-02

DATE

PAN/kac

RESOLUTION NO. R2002-40

A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VOLUNTEER HIGHWAY SUPPLY COMPANY, INC. FOR THE STRIPING OF VARIOUS TOWN STREETS WITHIN THE TOWN OF SIGNAL MOUNTAIN BASED UPON THEIR LOW BID IN THE AMOUNT OF TWELVE THOUSAND NINETY (\$12,090.00) DOLLARS, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE STRIPING OF VARIOUS TOWN STREETS IN CONNECTION WITH THIS AWARD.

WHEREAS, Bid tabulation sheets have been received by the Town Engineer for striping of various Town streets within the Town of Signal Mountain; and

WHEREAS, the Town Engineer has reviewed all bids and recommended that the bid of Volunteer Highway Supply Company, Inc. be accepted as the lowest and best bid for this project;

NOW, THEREFORE,

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, That there be and is hereby authorized the award of the contract of striping contracts for various Town streets to Volunteer Highway Supply Company, Inc. based upon its low bid in the amount of \$12,090.00 and that the Town Manager is authorized to execute any necessary documents to complete the striping of certain Town streets in connection with this project.



MAYOR



RECORDER

10-14-02
DATE

10-14-02
DATE

PAN/kac