

*****JULY 12, 2004*****

The Town Council of the Town of Signal Mountain held its regular monthly meeting on Monday, July 12, 2004, at 7:00 p.m. in the Town Hall. Those present were:

Mayor James H. Althaus
 Vice-Mayor William O. Leonard
 Councilmember Rachel Bryant
 Councilmember Stephen Ruffin
 Councilmember Robert White, II

Others present were:

Town Manager Hershel Dick
 Town Recorder Diana Campbell
 See attached list for others present

Mayor Althaus called the meeting to order. Vice-Mayor Leonard led the Pledge of Allegiance to the Flag, and the prayer was offered by Councilmember White.

The Town Recorder explained two changes to the minutes. The motion was seconded by Councilmember Bryant and passed unanimously. Vice-Mayor Leonard moved that the minutes of the June 14, 2004, regular meeting and the June 16, 2004, special called meeting be approved as revised.

The first resolution to be considered was "A RESOLUTION AMENDING RESOLUTION NO. 2004-14, DATED MAY 10, 2004, APPOINTING OWEN C. LESLIE, JR. AS A MEMBER OF THE BOARD OF DIRECTORS FOR THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD FOR THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, FOR A TERM TO FILL THE UNEXPIRED TERM OF JOHN WITHERSPOON. The Town Manager explained the reason for the amendment was that Mr. Witherspoon's term would expire in 2005 and that their by-laws stated that Mr. Witherspoon's term had to be filled. Mr. Leslie would be appointed to serve Mr. Witherspoon's unexpired term on this resolution. Councilmember Bryant moved that the resolution be approved. Councilmember Ruffin seconded the motion and it passed unanimously.

The second resolution was "A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH THE HUMANE EDUCATIONAL SOCIETY FOR THE CONTROL OF ANIMALS, RABIES CONTROL, EDUCATION CONCERNING ANIMALS TO THE PUBLIC AND PET THERAPY TO AREA NURSING HOMES FOR A TWELVE (12) MONTH PERIOD

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BEGINNING JULY 1, 2004, IN A TOTAL AMOUNT NOT TO EXCEED \$24,485.98. Mayor Althaus introduced Mr. Guy Bileau of the Humane Society. Mr. Bileau spoke to the citizens and Council regarding what the Humane Society would do. Councilmember Bryant had questions about keeping our police officers from handling animal problems. Mr. Bileau stated that if there was not a Humane Society officer in the area when they got a call, by the time the officer got to the mountain the dog would be gone. He said they would come and cite the owner if our police officers could identify the owner. Mr. Bileau stated that if there was a problem in a certain area, they would patrol that area. Mayor Althaus went down the items in the contract. Mr. Bileau explained the items and answered questions concerning them.

Councilmember Bryant asked Mr. Bileau if he would write an article for the Post monthly or quarterly about animals issues. He said he would be glad to. There was a lengthy discussion with the Council and Mr. Bileau. In the discussion, the Council and Mr. Bileau agreed that all calls on animal problems should first go to the Police and they would contact the Humane Society. Councilmember Ruffin moved that the resolution be approved. The motion was seconded by Vice-Mayor Leonard and passed with Mayor Althaus, Vice-Mayor Leonard, Councilmember Ruffin and Councilmember White voting for the resolution and Councilmember Bryant voting against.

Mr. Oliver Benton was present representing a volunteer organization supporting the National Guard and Reserves to ask the Council to draft a resolution of support them. He said there were two things his organization was doing: (1) asking for municipalities and private employers to support the guard and reserve, and (2) informing municipalities and private employers on what their legal obligations were. The Town would not be obligated by the resolution to anything other than what the law required. He stated the second part of their mission was to keep employers informed of the legal rights of the reservists when they were called up. The Mayor asked if passage of this resolution could be deferred until the next meeting.

Mr. Andrew Hauster, architect with Derthick Henley & Wilkerson Architects, was present to inform the Town about proposed plans for the Country Club. The first phase was a swimming pool, bathhouse, and concession stand. The second phase was paving and adding parking spaces, the third phase would be to move the kitchen area and rebuild the ballroom and the fourth phase would be to redo the dining area upstairs and then the areas on the ground level. The first phase would be completed by around Memorial Day. The other phases would be done over 15 years.

Lou Oliphant, Secretary of the Planning Commission, gave a report. The Commission was still working on the Zoning Ordinance. Councilmember Bryant asked if there had been any changes in outdoor storage buildings, etc. Ms. Oliphant said there had not.

Councilmember White reminded the Council and citizens of the upcoming golf tournament being held by the Signal Mountain Golf and Country Club to raise money for

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the Thrasher Gym. The Club donates all the money to the school. He said the high school was not dead.

Councilmember Bryant talked about the sidewalks that were to be completed by 2004. The Town Manager said it was to be a 20-80 grant. This project was in the State's hands he said. It had been approved and hopefully there would be a sidewalk from Inverness to the Library by the next spring. Councilmember Bryant then asked about the Signage Committee and who was on it. The Town Manager said Mike St. Charles, Chairman of the Committee, would attend the September meeting to inform the Council and answer questions.

The next item Councilmember Bryant brought up was the Town's swimming pool. She said it does pass Health Department specs, but she did not think the pool was being cleaned. She said the pool was nasty and she was always getting calls from parents. The Town Manager assured her it would be kept clean. Lou Oliphant asked if the gym could be included. Jean Dolan stated that the children should be taught better to keep the pool clean.

Councilmember Ruffin asked what was going on at Rainbow Lake. He said it didn't look like anything had been done. Mayor Althaus told him that they were held up by an agreement with the St. Charles family over the size of the building and land they needed. The Town Manager said the Town was waiting on more dirt from Alexian. Councilmember Ruffin said the people who live there were being very patient. He had another question about a report on June 20 where an officer had shot a raccoon that looked sick. He also asked, "when on earth are we going to put education first?"

Vice-Mayor Leonard had concerns about the safety of the road going down the mountain. He had talked with the Town Manager about this and would like to talk with the Tennessee Department of Transportation about it. He stated that the report last month on the strategic plan was excellent and starting in the fall would like to have continuous progress reports on the plan. He said maybe the Humane Society could be one of the action plans. He appreciated the updated lists of Boards, Commissions, and Committees. He would also like for citizens to be informed on the Sign Ordinance.

Mayor Althaus expressed his concern over the Hamilton County Board of Commissioners' vote on raising taxes for funding the schools. He reminded the citizens and Councilmembers about the upcoming election. There would be three Council seats up for election. The deadline for filing would be August 19 at noon.

Town Manager Hershel Dick advised that the Playground Committee was supposed to have been at the meeting. Mayor Althaus said the Town was beholding to the Playground Committee. Lou Oliphant thanked the Town for the playground at Norris Field.

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There being no further business, the meeting was adjourned.



James H. Althaus, Mayor

Diana Campbell, Recorder

Date: JULY 12, 2004

NAME	ADDRESS
1. <u>Chris Buntamp</u>	<u>409 Grady Pl Rd</u>
2. <u>John Housler</u>	<u>510 Georgia Ave</u>
3. <u>Tom Henning</u>	<u>1004 Crown Point Rd. East</u>
4. <u>Chris & Mark Shattler</u>	<u>501 James Blvd.</u>
5. <u>Scott HANE</u>	<u>511 GEORGIA AVE</u>
6. <u>Andrew Housler</u>	<u>510 Georgia Ave</u>
7. <u>Loon Olyphant</u>	<u>Cherokee Lane</u>
8. <u>Jean Nolan</u>	<u>Rodder Trail</u>
9. <u>Gray Goodgame</u>	<u>1172 Glamis Circle</u>
10. <u>Irby Park</u>	<u>105 Mountain Court</u>
11. <u>Guy Bilbey</u>	<u>Humane Society</u>
12. <u>Joe Dumas</u>	<u>1111 James Blvd.</u>
13. <u>Jerry Zeiser</u>	<u>510 Rolling Way</u>
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____
20. _____	_____
21. _____	_____

RESOLUTION NO. R2004-24

A RESOLUTION AMENDING RESOLUTION NO. 2004-14, DATED MAY 10, 2004, APPOINTING OWEN C. LESLIE, JR. AS A MEMBER OF THE BOARD OF DIRECTORS FOR THE HEALTH, EDUCATIONAL AND HOUSING FACILITY BOARD FOR THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE FOR A TERM TO FILL THE UNEXPIRED TERM OF JOHN WITHERSPOON.

WHEREAS, pursuant to the corporate Charter and by-laws of the Health, Educational and Housing Facility Board of the Town of Signal Mountain, Tennessee, any vacancy occurring in the Board of Directors may only be filled by the Mayor and Town Council of the Town of Signal Mountain; and

WHEREAS, Board Member James Witherspoon has died and his term on the Health, Educational and Housing Facility Board of the Town of Signal Mountain was vacant and such vacancy may be filled only by the Mayor and Town Council; and

WHEREAS, this term has been filled by Owen C. Leslie, Jr. by Resolution No. 2004-14 for a time period longer than the original term of John Witherspoon which expires on November 20, 2005; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that:

Section 1. Pursuant to the provisions of T.C.A. 48-101-307 and the by-laws of the Health, Educational and Housing Facility Board of the Town of Signal Mountain, the term of Owen C. Leslie, Jr. as a member of the Board of Directors for the Health, Educational and Housing Facility

Board shall fill the unexpired term of deceased Board member John Witherspoon and this appointment shall expire on November 20, 2005, subject to reappointment at that time.

Section 2. This resolution shall become operative on the date of passage, the public welfare requiring it.



MAYOR



RECORDER

7-12-04

DATE

7-12-04

DATE

RESOLUTION NO. R2004-25

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH THE HUMANE EDUCATIONAL SOCIETY FOR THE CONTROL OF ANIMALS, RABIES CONTROL, EDUCATION CONCERNING ANIMALS TO THE PUBLIC AND PET THERAPY TO AREA NURSING HOMES FOR A TWELVE (12) MONTH PERIOD BEGINNING JULY 1, 2004 IN A TOTAL AMOUNT NOT TO EXCEED \$24,485.98.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Manager is authorized to enter into an Agreement with the Humane Educational Society for the control of animals, rabies control, education concerning animals and pet therapy to area nursing homes in the total amount of \$24,485.98 annually to be paid in monthly installments in the amount of \$2,040.49 for a twelve (12) month period beginning July 1, 2004. A copy of the contract is attached.


MAYOR


RECORDER

7-12-04
DATE

7-12-04
DATE

PAN/kac

AGREEMENT BETWEEN THE HUMANE EDUCATIONAL SOCIETY AND TOWN
OF SIGNAL MOUNTAIN

This Agreement is made and entered into on this 12th day of July, 2004, between the Town of Signal Mountain, a political subdivision of the State of Tennessee (the Town), and the Humane Educational Society (HES).

Whereas, it has been determined that the humane education and animal control services provide a benefit to all citizens of the Town; and

Whereas, HES is the only agency in the community that offers control of animals, rabies control, education concerning animals to the public, and pet therapy to area nursing homes.

Therefore, the Town and HES do hereby enter into this Agreement for the following animal control services to be provided to the Town for the fiscal period beginning July 1, 2004 through June 30, 2005:

1. Educate the citizens of Signal Mountain be responsible animal owners.
2. Encourage the use of pet identification devices for their animals.
3. Provide field return of lost animals to their owners.
4. Respond to patrol requests.
5. Identify and / or apprehend trespassing dogs and cats.
6. Fulfill requests for humane live capture traps to capture nuisance animals.
7. Investigate animal cruelty and animal nuisance complaints.
8. Provide enforcement of the Rabies Control program.
9. Resolve vicious animal complaints.
10. Respond to barking dog complaints and / or inhumane treatment of animals.
11. Respond to injured and / or animals in distress calls.
12. Assist the Sheriff's department in calls for assistance.
13. Police loose livestock on the highway.
14. Provide administration of a low cost sterilization and pet adoption program.
15. Provide and administer the necessary personnel, equipment and facilities required to effectively discharge the outlined duties including the oversight for sheltering stray, unwanted and apprehended animals.
16. Patrol the Town at least twice a month for a two-hour period during each visit to the Town in addition to regular services outlined above.

These services will be provided 24 hours a day, 7 days a week at a rate of \$3.295 per capita. Based on last known census of the Town the cost to provide these services will be \$24,485.98 to be made in monthly installments of \$2,040.49 for the twelve month period beginning July 1, 2004.

In consideration of these premises, it is mutually agreed between the Parties hereto as follows:

1. The Town shall have reasonable access to accounts, files and records maintained by HES for services rendered in connection with this Agreement to the City.
2. This Agreement shall automatically renew for successive periods of one (1) year, unless ninety (90) days prior cancellation notice is given by either party to the other of said party's desire not to extend this Agreement.
3. Either party may cancel this Agreement, without cause, by giving ninety (90) days written notice to the other party.
4. Upon cancellation or expiration of this Agreement, the liabilities of the parties shall be limited to the payment of fees and/or credits incurred or accrued through and including the last effective day of this Agreement.
5. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.
6. The performance of the Town for any of its obligations under this Agreement shall be subject to and contingent upon the appropriation of funds otherwise lawfully expendable for the purposes of this Agreement for the current term and each renewal term, if any.
7. HES shall maintain during the term of this Agreement the following minimum coverages and limits which shall be primary regarding any claims that may arise out of HES operations against HES and/or the Town:
 - A. Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury and shall include the following coverage:
 - 1) Premises/Operations
 - 2) Products/Completed Operations
 - 3) Contractual
 - 4) Independent contractors
 - 5) Broad Form Property Damage
 - 6) Personal Injury
 - B. Business Automobile Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury and shall include:
 - 1) Owned/Leased Autos
 - 2) Non-owned Autos
 - 3) Hired Autos
 - C. Workers' Compensation and Employer's Liability Insurance- Workers' compensation limits as required by Tennessee law including Employer's Liability coverage of \$500,000 per occurrence.

All of the above coverages shall be evidenced with a certificate of insurance and shall include a thirty-(30) day cancellation notice to the

Town. The liability coverages shall list the Town as an additional insured for the services provided herein. All coverages shall be placed with insurance carriers rated B+10 or better by A.M. Best's Rating Guide or as approved by the Town's Risk Manager.

8. Indemnification and Hold Harmless Agreement for services paid for under this Agreement by the Town Government, HES hereby agrees to indemnify, defend and hold harmless Town Government, members of its Council, boards, committees, commissions, officers, agents, employees and volunteers (collectively referred to as Town Government) from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, services, equipment, vehicles or facilities used in connection with HES' performance or failure to perform under the terms of this Agreement, regardless of the active or passive nature of any negligence by the Town, except as otherwise stated herein. HES shall not be responsible for such liability arising solely from the negligence of the Town. HES shall be responsible to the Town for any costs associated in enforcing this provision.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

TOWN OF SIGNAL MOUNTAIN,
TENNESSEE

BY: *Wesley Rick*
TITLE: *Town Manager*

HUMANE EDUCATIONAL SOCIETY

Guy S. Bilgeu

Guy Bilgeu

Executive Director