ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, GRANTING TO COMCAST OF THE SOUTH, A COLORADO GENERAL PARTNERSHIP, ITS SUCCESSORS, LESSEES AND ASSIGNS, A FRANCHISE FOR THE TERM OF FIVE (5) YEARS, THE RIGHT, AUTHORITY, POWER, PRIVILEGE AND PERMISSION TO OPERATE A NONEXCLUSIVE CABLE TELEVISION SYSTEM WITHIN THE TOWN OF SIGNAL MOUNTAIN.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, after the Town, 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 Franchise Ordinance is adopted as follows:

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

SECTION 2. Definition of Terms

For the purpose of this Ordinance, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

2.1. "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

2.2. "Effective Date" means the date on which all persons necessary to sign this Ordinance in order for it to be binding on both parties have executed this Ordinance as indicated on the signature page, unless a specific date is otherwise provided in Section 2.2, herein.

2.3. "FCC" means the Federal Communications Commission or successor governmental entity thereto.

2.4. "Franchise" means the initial authorization or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

2.5. "Franchise Ordinance" shall mean this Ordinance and any amendments or modifications hereto.

2.6. "Franchise Area" means the present legal boundaries of the Town of Signal Mountain, Tennessee, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

2.7. "Franchising Authority" or "Town" means the Town of Signal Mountain, Tennessee, or the lawful successor, transferee, designee or assignee thereof.

2.8. "Grantee" shall mean Comcast of the South, or the lawful successor, transferee, designee or assignee thereof.

2.9. "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.

2.10. "Person" means any natural person or any association, firm, partnership, joint venture, corporation or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

2.11. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips or easements dedicated for compatible uses, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-

way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.

SECTION 3. Grant of Authority

3.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

3.2. Term of Franchise. The term of the Franchise granted hereunder shall be five (5) years, commencing upon January 11, 2010 (the "Effective Date"), and expiring on January 11, 2015, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Ordinance, Tennessee state law, and the Cable Act.

3.2.1 Grantee Option to Extend Term. The Grantee shall have the option to automatically extend the term of this Franchise Ordinance for an additional five (5) year term upon the same terms and conditions as set forth herein provided Grantee has substantially complied with all such terms and conditions for the initial term of the Franchise Ordinance. Grantee shall exercise this option by giving the Franchise Authority written notice of its intention to extend the Franchise Ordinance for an additional five (5) year term not less than ninety (90) days prior to the expiration date of the initial term hereof.

3.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

3.4. Reservation of Authority. Nothing in this Franchise Ordinance shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

SECTION 4. Construction and Maintenance of the Cable System

4.1. Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Ordinance shall be located so as to minimize the

interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

4.2. Conditions of Street Occupancy.

4.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Ordinance, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than thirty (30) days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee. If the Town requests the relocation, removal or reinstallation of Grantee's property in any of the Public Ways in the Franchise Area for the sole purpose of installing or providing its own cable television or telecommunications services or those of a second cable television or telecommunications service provider in competition with Grantee, then such cost shall not be borne by Grantee but by the Town or the requesting entity.

4.2.2. Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on such Person for the movement of its wires and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

4.2.3. Restoration of Public Ways. If, in connection with the construction, operation, maintenance or repair of the Cable System, the Grantee disturbs, alters or damages any Public Way, the Grantee agrees that it shall, at its own cost and expense, replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

4.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

4.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System within the Public Way in the Franchise Area so as to prevent contact with the Grantee's wires, cables or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming and will notify customers in advance of trimming beyond the public way.

4.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or other related equipment.

4.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall, upon reasonable prior written notice, participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

SECTION 5. Service Obligations

5.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile as measured from the nearest point of connection to Grantee's existing distribution cable. Subject to this density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty five (125) feet of the Grantee's distribution cable. Nothwithstanding the foregoing, Grantee shall not be required to offer Cable Service to residential dwelling units in the Franchise Area which have access to service by another Video Service Provider as that term is defined in Section 10.5, herein.

5.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

5.2. Programming. The Grantee shall offer to all Customers a diversity of video programming services.

5.3. No Discrimination. The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons,

subject to Section 4.1 above, to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts or other such pricing strategies as part of its business practice.

5.4. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

5.4.1 In the event a developer or property owner fails to give the required notice as provided for in Section 4.4, above, the developer or property owner shall be responsible for the cost of new trenching for the installation of Grantee's facilities and equipment.

SECTION 6. Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 5.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act, and regulations adopted pursuant thereto.

SECTION 7. Oversight and Regulation by Franchising Authority

7.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other Video Service Provider, as defined in Section 10.5, herein, providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period.

7.2. Franchise Fees Subject to Audit.

7.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall occur no more often than annually and take place within two (2) years from the date the Franchising Authority receives such payment, after which period, any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a Finally Settled Amount. For purposes of this Section, the term "Finally Settled Amount" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a Finally Settled Amount, the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any Finally Settled Amount due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the Finally Settled Amount. Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its review of the Grantee's books and records as provided for in Section 6.2.1, above.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right, on reasonable prior written notice and in the presence of Grantee's employee, to periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Grantee's compliance with the provisions of this Franchise Ordinance.

7.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified or amended during the term of this Franchise Ordinance, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Ordinance, the Grantee agrees that the Franchising Authority may review the Grantee's books and records regarding customer service performance levels in the Franchise Area to monitor Grantee's

compliance with the provisions of this Franchise Ordinance, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. All such documents that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of two (2) years.

7.5.2. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section 6, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Ordinance and who agree to maintain the confidentiality of all such information.

7.5.2.1. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law.

7.5.2.2. For purposes of this Section, the terms "trade secret," "proprietary" or "confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules or other information that is reasonably determined by the Grantee to competitively sensitive.

7.5.2.3. Grantee may make proprietary or confidential information available for inspection but not for copying or removal by the Franchise Authority's representative.

7.5.2.4. In the event that the Franchising Authority has in its possession and receives a request under a state "sunshine," public records or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request.

7.5.2.5. Grantee shall have the right to require employees, representatives, and agents of Franchising Authority to enter into a non-disclosure agreement with Grantee prior to conducting a review of any of Grantee's books and records subject to this Section 6.5.

7.6 Rate Regulation. The Franchising Authority acknowledges that due to increased competition from both wireline and non-wireline Cable Service and / or video service providers in the Franchise Area and varying regulatory regimes under which those services are offered, rate regulation no longer serves the public interest, therefore, the parties agree to take the necessary steps to effectuate the change within the unregulated rates within Hamilton County within sixty (60) days of the Effective Date, as set forth by Exhibit B attached.

SECTION 8. Transfer of Cable System

8.1 The Franchise shall be fully transferable to any successor in interest to the Grantee. A Notice of Transfer shall be filed by the Grantee with the Franchising Authority within forty five (45) days of such transfer. The Notice of Transfer shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

a) An affirmative declaration that the transferee shall comply with the terms and conditions of this Franchise Ordinance, all applicable federal, state laws and regulations, including municipal and county ordinances regarding the placement and maintenance of facilities in the Public Way that are generally applicable to users of the Public Way.

b) A description of transferee's service area; and

c) The location of the transferee's principal place of business and the names or names of the principal executive officer or officers of the transferee.

SECTION 9. Insurance and Indemnity

9.1. Insurance. Throughout the term of this Franchise Ordinance, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority copies of certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars ($1,000,000.00) for bodily injury or death to any one (1) person, and One Million Dollars ($1,000,000.00) for bodily injury or death of any two (2) or more persons resulting from one (1) occurrence, and One Million Dollars ($1,000,000.00) for property damage resulting from any one (1) accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Ordinance

9.2. Indemnification. The Grantee shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 10. Enforcement and Termination of Franchise

10.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of this Franchise Ordinance, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

10.2. Grantee's Right to Cure or Respond. The Grantee shall have sixty (60) days from the receipt of the Franchising Authority's written notice: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by the nature of the default, such default cannot be cured within the sixty (60) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed.

10.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within sixty (60) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than thirty (30) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

10.4. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, the Franchising Authority may:

10.4.1. seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

10.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Ordinance to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including two (2) or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence, and question witnesses, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the

Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee by certified mail in accordance with Section 12.2, herein. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require.

10.5. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

10.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

10.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of this Franchise Ordinance.

SECTION 11. Competitive Equity

11.1. Purposes. The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to Town residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state, and local venues. To foster an environment where video service providers using the Public Way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Town residents; promote local communications infrastructure investments and economic opportunities in the Town; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

11.2. New Video Service Provider.

11.2.1. Notwithstanding any other provision of this Franchise Ordinance or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Town, or (ii) otherwise provides video services to subscribers in the Town (with or without entering into an agreement with the Franchising Authority) regardless of the technology used to deliver such video services, the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to Customers in the Town under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the

VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

11.2.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that, to the maximum extent possible, contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Town.

11.3 Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a VSP to provide video services to subscribers in the Town, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the Town, the Franchising Authority agrees that, notwithstanding any other provision of law, upon Grantee's written request the Franchising Authority shall: (i) permit the Grantee to provide video services to Customers in the Town on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Franchise Ordinance to comply with the changed law; or (iii) modify this Franchise Ordinance to ensure competitive equity between the Grantee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to subscribers in the Town. The Franchising Authority and the Grantee shall implement the provisions of this Section within sixty (60) days after the Grantee submits a written request to the Franchising Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Grantee's ability to take advantage of the changed law's provisions, the Grantee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

11.4 Effect on This Franchise Ordinance. Any agreement, authorization, right or determination to provide video services to Subscribers in the Town under Sections 11.2 or 11.3 shall supersede this Franchise Ordinance, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

11.5 The term "Video Service Provider" or "VSP" shall mean any entity using the Public Way to provide video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities or technology used. A VSP shall include but is not limited to any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 12. Miscellaneous Provisions

12.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate

the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

12.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

The Town of Signal Mountain
Attn: Mayor's Office
1111 Ridgeway Avenue
Signal Mountain, Tennessee 37377

To the Grantee:

Comcast of the South
Attn: General Manager
2030 Polymer Drive
Chattanooga, TN 37422
with a copy to:

Comcast Cable
Attention: Vice President, Government Affairs
600 Galleria Parkway, Suite 1100
Atlanta, Georgia 30339

and:

Comcast Cable
Attn.: Government Affairs Department
One Comcast Center
1701 JFK Blvd.
Philadelphia, PA 19103

12.3. Entire Agreement. This Franchise Ordinance, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements, and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Ordinance are superseded by this Franchise Ordinance.

12.4. Severability. If any section, subsection, sentence, clause, phrase or other portion of this Franchise Ordinance is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion

shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

12.5. Governing Law. This Franchise Ordinance shall be deemed to be executed in the State of Tennessee, and shall be governed in all respects, including validity, interpretation, and effect and construed in accordance with, the laws of the State of Tennessee, as applicable to contracts entered into and performed entirely within the State.

12.6. Modification. No provision of this Franchise Ordinance shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

12.7. No Third-Party Beneficiaries. Nothing in this Franchise Ordinance is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Ordinance.

12.8 No Waiver of Rights. Nothing in this Franchise Ordinance shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

12.9.1 Service to School and Government Buildings.

12.9.1 Existing Facilities. Grantee shall continue to provide free monthly Basic Cable Service at one (1) outlet to elementary and secondary schools (not including home schools), libraries, and government buildings existing in the Franchise Area as of the Effective Date of this Agreement listed in Exhibit A, herein.

12.9.2 New Facilities. Grantee shall provide monthly Cable Service and installation of such Cable Service to elementary and secondary schools, libraries, and other government buildings not listed in Exhibit A, herein, upon receipt of a written request by an authorized representative of the Franchising Authority, such installation and monthly Cable Service to be provided at Grantee's lowest commercial unit rate for commercial businesses. Government Buildings are those non-residential buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

SECTION 13. Performance and Construction Bonds

13.1. Performance Bond. Within thirty (30) days of the Effective Date of this Agreement, Grantee shall post a performance bond in the amount of Ten Thousand Dollars ($10,000) as surety for the faithful performance and discharge by Grantee of all obligations imposed by this Franchise Ordinance. The performance bond shall remain in force and effect throughout the Term of this Franchise Ordinance. If Grantee fails to timely pay any fees or

charges as provided for in this Franchise Ordinance, the Franchising Authority shall give Grantee twenty (20) business days' notice of its intent to draw the amount owed from the performance bond. The Franchising Authority may not draw from the security bond while any action, appeal or other process has been instituted by Grantee to challenge the amount owed.

SECTION 14. Educational and Governmental Access

14.1. Use of Channel Position. Grantee will continue to provide one (1) channel position for the use of the Franchising Authority for the purpose of showing educational and governmental access programming ("EG Access") 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.

14.1.1. 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.

14.1.2. 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.

14.2. 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.

14.3. 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.

14.4. 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 15. Effective Date. This ordinance shall take effect from and after its date of passage on second reading, the public welfare of the Town requiring it.

Passed First Reading _____, 2010.

Passed Second Reading_____, 2010.

_____
Mayor

_____
Town Recorder

IN WITNESS WHEREOF, this Franchise Ordinance has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Franchising Authority:

By: _____ Attest:_____
Mayor Bill Lusk

For Comcast of the South:

Attest: _____

Comcast of the South
By: Comcast of the South, L.P., its general partner
By: COM South, LLC, its general partner
By: Comcast of the South, Inc. its sole member

By:_____
John H. Ridall, Jr.
President, Southern Division

EXHIBIT A

Schools, Libraries, and Government Building Locations

Schools

Thrasher Elementary
1301 James Boulevard

Nolan Elementary
4425 Shackleford Ridge Road

Signal Mountain Middle School
2650 Sam Powell Drive

Signal Mountain High School
2650 Sam Powell Drive

Library

Signal Mountain Library
1114 James Boulevard

Government Buildings

Town Hall
1111 Ridgeway Avenue

Police/Fire Department
1111 Ridgeway Avenue

Public Works Department (Transfer Station)
714 Mississippi Avenue

Mountain Arts Community Center
809 Kentucky Avenue

Exhibit B

[Date]

Federal Communications Commission
P.O. Box 18598
Washington, D.C. 20036

RE: Decertification
Signal Mountain, Tennessee
Comcast of the South

The purpose of this letter is to notify you of our determination that rate regulation no longer serves the interests of cable subscribers serviced by the cable system within our jurisdiction, and that the City has not received any consideration for its withdrawal of certification. By copy of this letter to the cable operator referenced above, we are providing notice that this withdrawal becomes effective as of the date written above. This notification fulfills all requirements of § 76.917 of the FCC's rules regarding rate regulation.

Sincerely,

Bill Lusk
Mayor

CC: Russell E. Byrd, Senior Director of Government and Public Affairs
Douglas Wells, vice President of Regulatory Affairs

EPB Franchise Agreement will be distributed on Monday, January 11, 2010 prior to the meeting.

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 an 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 performances 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, landscape architect, 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.

12-703. 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 years,

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.

2-1302. 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