

**MINUTES
MONTEAGLE CITY COUNCIL
FEBRUARY 24, 2025
5:00 PM**

**PRESENT: MAYOR GREG MALOOF
 NATE WILSON
 DAN SARGENT
 DEAN LAY
 GRANT FLETCHER**

Mayor Maloof called the meeting to order at 5:00 pm. The prayer was offered by Alderman Sargent. Ms. Pam Maloof had the children from Monteagle Elementary hand bell choir play the National Anthem with the Bells. Ms. Sadie Jo Brown offered to lead us in the pledge to our nations flag. The city recorder called the roll and all were present. Alderman Sargent moved to approve the minutes of the Public Hearing and City Council of January 27, 2025. Alderman Wilson seconded the motion and it passed 5/0.

CITIZENS

Ms. Katie Trahan thanked the emergency personnel for a job well done. She wanted to report some late night burning around town and the smell it is creating.

Mr. James Waller reported there is trash on North Bluff Road and water run off from Rocky Top Service Center.

Mr. Dennis Congrove of 71 Bluff Circle is having problems with dogs in his yard. There is a camper past him where someone is living and they are throwing out trash.

Ms. Martha Ann Pilcher thanked the city for having the agenda out before the meeting.

Ms. Anita Cagle would like the roads to be looked at where the sewer project is being done.

CALENDER OF EVENTS

The Fresh Mess will start in June – October. The Planning Commission meeting will be March 4th at 4:00 pm and the next City Council meeting will be March 31st at 5:00 pm.

POLICE DEPARTMENT

Chief William Raline gave his report. Out of all the stops the officers made none of them were Monteagle citizens.

FIRE DEPARTMENT

Chief Travis Lawyer gave his report. He is working on the CDBG grant. There is training and he is working on the EMS program. Under the ISO he needs to work with the Utility department to check and repair the fire hydrants. He needs a universal service tool that will fit all the different brand hydrants in the system. There was a question about the Siren at 911. The mayor will contact Don Hutchenson.

BUILDING INSPECTOR

Mr. Travis Lawyer gave his report. The Mountain Inn has six months to clean up their building.

CODES

Mr. A J Wade gave his report. The Super 8 has been cited to city court for junk vehicles. He is working on old signs where the business is no longer there.

PARKS & RECREATION

Mr. Ty Burnette reported that there will be activity at the ball field this year in conjunction with Tracy City.

UTILITY DEPARTMENT

Alderman Lay asked Mr. John Condra if the sewer plant was meeting the phosphorus levels and they are. We are still having problems with I & I.

BEAUTIFICATION/TREE BOARD

Ms. Martha Ann Pilcher reported there will be an Art Council meeting March 3rd at 2:30 at the Mountain Goat Market. There will be a local landscaper to work on the tringle by the Post Office and they are working on grants for lighting.

IMAGINE MONTEAGLE

Alderman Wilson reported that the steering committee discussed proposals from two companies to review the zoning ordinance and work on the goals outlined in the Imagine Monteagle plan. The committee recommends Inc Codes to do this project. This is fully funded by the Lyndhurst Foundation in the amount of \$ 65,000. The Planning Commission and the SETDD will contribute work on this project. Alderman Wilson moved to approve the recommendation of Inc Codes contract not to exceed \$65,000. Alderman Fletcher seconded the motion and on Roll Call vote it passed 3/2 with Alderman Lay and Sargent voting No.

ALDERMAN

Alderman Lay wants the city to use MTAS more.

Alderman Fletcher explained what MTAS does and wants a map of all utility lines for the wall in the conference room.

Alderman Fletcher moved to give the Grundy County Food Bank \$ 500.00. Alderman Sargent seconded the motion and it passed 5/0.

OLD BUSINESS

Second reading of Ordinance 01-25 Rate Increase. Alderman Sargent moved to approve this ordinance on second reading. Alderman Wilson seconded the motion and it passed 4/1 with Alderman Lay abstaining.

Second reading of Ordinance 02-25 Rate Increase. Alderman Fletcher moved to approve this ordinance on second reading. Alderman Sargent seconded the motion and it passed 4/1 with Alderman Lay abstaining.

C-3 RETAIL/COMMERCIAL ZONING

Alderman Lay discussed C-3 uses and moved to approve a resolution defining what C-3 is and what the uses are in that zoning. After discussion the motion was withdrawn.

SAFETY ISSUES ON WRENS NEST RD AND THE PILOT ENTRANCE

After discussion Alderman Lay moved to contact TDOT and Pilot to have safer intersections. Alderman Fletcher seconded the motion and it passed 5/0.

NEW BUSINESS

SOUTH CUMBERLAND CHAMBER OF COMMERCE

Mr. Andy Baggenstoss came to city hall and asked that the city be a chamber member. The city will be a member and pay the annual membership fee of \$250.00.

UNAKA & NORTH BLUFF CIRCLE AS CITY STREETS

This will be addressed at the March meeting. There was discussion from Mr. & Mrs. Dennis Congrove. The council will research this before the March meeting.

BUSINESS PERMITS

**Mario Avila 20 Chickory Lane for a short- term rental.
Alderman Sargent moved to approve this business permit.
Alderman Fletcher seconded the motion and it passed 5/0.**

**Baby in Bloom 4D ultrasound and boutique located at 73
College Street. Brittney Rollins is the owner. Alderman Lay moved
to approve this business permit. Alderman Fletcher seconded the
motion and it passed 5/0.**

911 CONTRACT

**Alderman Sargent moved to approve the contract with
Grundy County 911. Alderman Wilson seconded the motion and it
passed 5/0.**

**There being no other business Alderman Sargent moved to
adjourn the meeting. Alderman Wilson seconded the motion and
it passed 5/0 at 6:53 pm.**

Respectfully Submitted,



Mayor Greg Maloof



City Recorder Debbie Taylor

Monteagle Police Department

143 College Street

Monteagle, TN 37356

931-924-4964

January 15th 2025 – February 15th 2025

Public Intoxication __0__

Evading Arrest __0__

Carry a Weapon __0__

Driving on Revoked/Suspended _0__

Resisting Arrest _0__

DUI __2__

Agg Assault __0__

Theft/Larceny / Identity Theft = 3

Escorts __5__

Citations / Warnings = 8 Citations 26 Warnings

Total calls for service = 264 up from last month 222

Vehicle Crashes # 10

Traffic Stops # 34

Simple Assault __0__

Domestic Assault _0__

Disorderly Conduct _0__

Reskless Driving _0__

Vandalism 0__

Burglary _0__

Drug Related _9__

Trepass __0__

Criminal Simulation _0__

Shoplifting _0__

Driving w/o License __0__

Out of the 34 traffic stops 6 individuals had warrants. The warrants range from Aggravated assault via drugs. Drug charges, theft, violation of probation a total of 16 warrants out of several counties and 1 from the state of GA.

Monteagle Volunteer Fire Department

Fire Chief Travis Lawyer

Post Office Box 127

Monteagle, TN 37356

Phone- 931-383-9205

Email- fd.construction@yahoo.com

Date: February 24, 2025

From: Travis Lawyer; Fire Chief

Re: Fire Department / Building Inspections/ Codes Monthly Report

Fire Department Report:

-27 Emergency Calls to date for the month of January-

- SETD and the town has performed our bid openings for our 2023 CBDG and are in the process of reviewing bids for spec compliance. We expect to submit to purchase within the next few weeks.
 - 24 members successfully completed the annual state requirement for their EVOC and VFK course. This included members from Monteagle, Tracy City, Gruetli-Laager, and Sewanee Fire Departments. This was all taught in-house by department instructors from Monteagle and Gruetli. Big Thanks to Redco for allowing us to use their lot for the drivers cert.
 - The fire department EMS Program is getting closer and closer to the beginning. This will allow a few selected members of the department to pursue EMT and/or EMR class and receive their state license to be permitted to respond to medical calls for the town and fire district. This will allow us to better serve our citizens, offering basic EMS skills to initiate care and give a better report to the ambulance coming in to the patient. MFD is working together with Grundy EMS and learning the legals/liabilities as well as the training being done in-house by certified Grundy EMS instructors.
 - Under the ISO guidelines and requirements, the town fire hydrants are noted on a 3-year rotational flow schedule. These were done in 2022 by Rogers Hydrant Service for a cost of \$17,000.00. Rogers, which is a 3rd party contractor that does the required flow testing and logs the stats. They also write up faulty hydrants and tag for repair. Last flow period, there were 29 that were written requiring maintenance issues. Of those 29 hydrants, this would have cost the town an estimated (by Rogers numbers, \$26,300.00) Members of the fire department, along with assistance from the utility crews serviced and or repaired the defective hydrants saving a huge amount of projected expense. I am now asking the town to continue this required flow testing and maintenance, to ensure our community's ISO score and ranks remain low, as well as allowing me to purchase the required service tool(s) needed to service the hydrants through the bonnet. The estimated price of the tool runs around \$2,000 each manufacturer. There is a possibility we will need more than just one tool since the town has roughly 6 different hydrant manufacturers installed. The Fire Department will perform the flows, available maintenance (that we are able) and documentation of the statistics to remain ISO and NFPA compliant. This will also save money from the 3rd party performing the flow tests.
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Codes Enforcement Report:

- The Super 8 has been served and cited to appear in city court for disabled/junk vehicles on their property
 - 2 residential violations have been noted and discussed with property owners regarding the property maintenance ordinance.
 - Roughly 19 commercial signs are in the process of service for general sign maintenance issues.
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Building Inspections Report:

- 4 inspections done. 2 Cert of Occupancy issued
- 2 Permits issued
- 1 Fire inspection requested and done on a commercial.
- 1 residential property is under communications and review for condemning

MONTEAGLE SEWER REPORT

MONTH: Dec YEAR: 2024-2025

Dec 15 - Jan. 15

WASTEWATER TREATMENT LOADING

A. New Commercial Sewer Taps	0	
B. New Residential Sewer Taps	0	
C. Effluent Treated (gal at plant)	12,022,000	
D. Total Wastewater Service Sold (gal)	455,4966	
E. Wastewater Treated for Tracy City (gal)	94,991.9	
F. I&I (gal)	746,703.4	
G. Rainfall for Period (inches)	4.59	
H. I&I % Metered Sales	1.64	

Active Services: 300

Repairs, Service,
outages, or TDEC
notices in previous
month

Pending repairs or
Equipment needs:

Formulas

Wasterwater Service sold = Total
receipts from billing (includes Tracy
City)

$I \& I = C - D$

$I \& I \% \text{ of metered sales} = F / D$

News from the Library!

In December we had 450 visits, 84 computers used and 63 WiFi users.

Circulation totals were 802 Adults and 738 children's.

January visitors were 455, 127 computer users and 65 WiFi users

A total of 930 adult items were circulated and 668 children's items were checked out.

Plans are being made for this year's Summer Reading Program.

New items are being added to the collection.

December 48 items

January 52 items

Karen

Retail Commercial Use means the use of land, buildings or structures for the purpose of selling retail goods and services to the final consumer, and includes the storage of merchandise on or about the premises in quantities sufficient to supply the establishment and may include, but is not limited to grocery stores, department stores, restaurants, automotive repair centers, entertainment facilities, and financial institutions in accordance with the Land Use By-Law.

C-3 Uses

Essential Services

Public Buildings & Uses

Automotive Fuel Sales

Animal & Veterinary Facilities (outdoor)

Automotive Body Shops

Automotive wash facilities

Breweries and distilleries

Convenience Stores

Hotels & Motels

Restaurants

Truck Stops& Fueling Stations

Truck Service Facility

CASE 1: MTAS was asked whether it would be advisable for the Town to take over the maintenance, or accept the dedication as city streets, certain private driveways. The answer appears to be no, for several reasons.

First, there does not seem any legal justification for denominating these drives as "public streets." By way of background information, other than certain statutes governing street plats, Tennessee has no statute addressing dedication of streets. Therefore the common law rules govern this issue. A common-law dedication "partakes of some of the attributes of a deed (requiring intent to convey and delivery) or a contract (requiring an offer and an acceptance)." *Smith v. Black*, 547 S.W.2d 947 (Tenn. Ct. App. 1976); 9 Tenn. Jur. Dedication 2, p.150.

Public acceptance can either be implied from the circumstances, including continuous, longstanding public use, or it may be express (adopted street plats or maps or by ordinance). *McCord v. Hays*, 202 Tenn. 46, 302 S.W.2d 331 (1957). If the city acts in a manner that is consistent with public use and ownership, "acceptance" of the dedication will be implied. For example, if the city has maintained the street or driveway or has allowed the general public the use of same, or has laid sewer and water pipes under the driveway, the courts imply acceptance. *City of Knoxville, v. Hunt*, 299 S.W. 789, 156 Tenn.7 (Tenn. 1927).

Similarly, if the municipality has included the particular street or driveway on an official street and alley maintenance map, and public utilities are given access to erect and maintain utility poles, acceptance may be implied. *West Meade Homeowners Ass'n. v. WPMC, Inc.*, 788 S.W.2d 365 (Tenn. Ct. App. 1989). *State ex rel Matthews v. Metropolitan Government of Nashville and Davidson County*, 788 S.W.2d 365 (Tenn. Ct. App. 1989).

However, while generally a municipality has the right to accept the dedication for the public trust, it may reject the dedication. Because of the heavy burdens that sometimes may be attached to property dedicated, a municipality is not bound to accept dedicated land. See *McQuillen, Municipal Corporations*, Vol.11, 33.43. Nor does it have the duty to maintain or repair a private driveway. In *Town of Tullahoma v. Gill*, 1 Tenn.Cas.326, 1 Shannon 326 (Tenn. 1874) the Tennessee Supreme Court held that a municipality may not be "charged" with the duty to repair, so as to make it liable for injuries suffered, without an acceptance of the dedication express or implied.

Finally, and most importantly, there can be no dedication of streets that are by their nature essentially private or not accessible to the general public. While not all of the public need enjoy the particular interest dedicated, the property must be available to be used by the general public and not just a few individuals. In *Bunns v. Walkem Development Co.*, 53 Tenn.App. 680, 385 S.W.2d 917 (Tenn.Ct. App. 1965), the Court, quoting from 16 Am.Jur.-Dedication-15, p.359, stated the rule as follows:

"...There may be a dedication of lands for special uses, but it must be for the benefit of the public, and not for any particular part of it; and if from the nature of the user it must

be confined to a few individuals, such as the use of land for piling wood, the idea of dedication is negated....To the same effect see 26 C.J.S. Dedication 9,p.413 and 2 Thompson on Real Property, 483."

While it is understandable that the two property owners on the private road in question would like the municipality to accept dedication of the street and be responsible for its maintenance, it is my opinion that the city may lack authority to do so for the reason that the general public would not be served by accepting its dedication. Of course, if the city determines that it is in its best interest to open the road up as a through-street, or if a subdivision is eventually built on some of the abutting property, my conclusion would be different.

However, as it stands now, the private drives are usable by the few property owners residing there. While I can find no Tennessee case directly on point, it appears that the weight of authority leads to the conclusion that these drives may not be dedicated to the city and the city could not accept them as public streets because their use is not sufficiently public.

Taking this analysis one step further, should the city decide not to accept dedication, and considering the essentially private nature of these streets, I do not believe these property owners would be able to compel the Town to accept ownership and maintenance responsibility. However, I would urge the Town to discontinue or not begin any practice of maintaining these drives by grading, paving, or removing snow without compensation from the property owners.

There is at least one other reason that the town should seriously consider rejecting dedication of ownership of the private drives. Unsafe conditions located on streets, in street rights-of-way, and outside street rights-of-way but immediately adjacent to it are legitimate traffic safety concerns. In addition, from a risk management perspective, municipalities have repeatedly been held liable, or declared to be liable for, for such conditions. [3 A.L.R.2d 6; 98 A.L.R.3d 101; 45 A.L.R.3d 875; 3 A.L.R.4th 770; 60 A.L.R.4th 1249; 95 A.L.R.3d 778; 100 A.L.R.3d 510; 54 A.L.R.2d 1195; 52A.L.R.2d 689; 57 A.L.R.4th 1217; 19 A.L.R.4th 532.] .

Tennessee municipalities are liable under the Tennessee Tort Liability Act for unsafe and defective streets and highways, undoubtedly including unsafe and defective shoulders and any other part of the right-of-way. Tennessee Code Annotated, 29-20-203. Also see *Swafford v. City of Chattanooga*, 743 S.W.2d 174 (Tenn. Ct. App. 1987); *Baker v. Seal*, 694 S.W.2d 948 (Tenn. Ct. App. 1984); *Bryant v. Jefferson City*, 701 S.W.2d 626 (Tenn. Ct. App. 1985); *Fretwell v. Chaffin*, 652 S.W.2d 948 (Tenn. Ct. App. 1984); *Johnson v. Empe, Inc.*, 837 S.W.2d 62 (Tenn. Ct. App. 1992). The Tennessee Tort Liability Act does not define a "street" or "highway." However, a "street" and a "highway" within the meaning of Tennessee Code Annotated, Title 55, Chapter 8, which contains the state law for the rules of the road, are the same: **"the entire width between the boundaries lines of every way when any part thereto is open to the use of the public for purposes of vehicular travel."**

[Tennessee Code Annotated, 55-8-101(21) and (60). Assuming that the definition of streets and highways is the same for the purposes of the Tennessee Tort Liability Act as it is for Tennessee Code Annotated, title 55, chapter 8, these definitions appear to include the entire street right-of-way. **In summary, the municipality could become liable for injuries or damages on the rights of way of these private drives - property that would normally be the sole responsibility of the homeowner.**

Finally, if the driveways are typical of many, they may be relatively narrow and hazardous. The prospect that the city will end up spending considerable money to improve/maintain the street is high. In my view such lanes should generally remain private drives.

CASE 2: March 23, 1994

Your question is, did the city act legally in accepting a certain "street"? I have responded to this question from several city officials, but in each case, my response was based on either incomplete or erroneous information. I have despaired of learning the correct facts behind the question; however, with luck, I have most of them now.

My opinion is that the city did not legally accept the street.

As I understand the facts, the street commissioner owned a certain piece of property within the city. In 1993 at his own expense, he had graded a 600 feet or so dead-end road off an existing city street [a state highway that runs through the city] onto that property, and located a dwelling for each of his daughter and son on either side of the road. In October and November of 1993, the street commissioner had some grading and graveling of the road, costing around \$800, done at city expense. In his report to the city council in October and November, 1993, the street commissioner never mentioned that project to the council. In December, 1993, he asked the council to accept the road as a city street. At that time, questions were raised in the city council about the project and the propriety of the city paying for it. Nevertheless, in January, 1994 by a 3-2 vote the city accepted the road as a city street. The city commissioner voted for acceptance of the street.

In the past few days, the city has discovered an ordinance governing the acceptance of city streets. Passed on March 23, 1990, Ordinance No. 90-01 requires that the dedication be fifty feet wide, and that the street meet state specifications.

Generally, decisions on the location of a city's streets will not be questioned by the courts. It was said in *Blackburn v. Dillon*, 225 S.W.2d 46 (1949) that:

Whether a particular public officer acted within the law is a judicial question, but in the absence of fraud or bad faith, the validity of acts within the discretion of a

municipal officer will not be entertained by the court. Courts will not assume that public officers will act dishonestly or dishonorably, or use their public trust for private ends, and in the absence of proof to the contrary, officers will be presumed to have acted in the exercise of their powers in the interest of the public and within the authority granted to them....Neither will the courts interfere with the exercise of the discretionary powers of the municipality as to the control of the streets except in case of fraud or a clear abuse of power.

[Also see *Brimer v. Municipality of Jefferson City*, 187 Tenn. 467, 216 S.W.2d 1 (1948)].

There is little Tennessee law on the question of what constitutes fraud or abuse of power in the location of city streets. In *Sweetwater Valley Memorial Park v. Sweetwater*, 213 Tenn. 1, 372 S.W.2d 168 (1968) the Tennessee Supreme Court said with respect to the closing of municipal streets, "In the absence of an allegation of fraud or a manifest abuse of discretion, courts will not inquire into the motives of municipalities for vacating a municipal street." Citing 25 Am.Jur. Highways, section 29, the Court continued:

The question of the necessity for closing a street or highway, as distinguished from the question of public purpose or use, belongs exclusively to the legislative department of the government. So, the province of the public authorities in whom the power to vacate is vested to determine when it shall be exercised, and their action in this regard will not be reviewed by the courts in the absence of fraud or a manifest abuse of discretion. The court cannot control or revise such decision on the ground of inexpediency, injustice or impropriety. [My emphasis]

Undoubtedly, the same rules apply whether the question is whether a street should be opened or closed. In other words, even if the court has to hold its nose over the facts surrounding a street location, it generally will not intervene merely because the decision may have been inexpedient, unjust or improper. Under that standard, fraud and abuse of discretion have very narrow definitions with respect to the location of city streets. But beyond that generality, it is difficult to determine exactly what constitutes fraud or abuse of discretion in that area.

However, in *Cash & Carry Lumber Company, Inc. v. P.R. Olgiati et al.*, 385 S.W.2d 115 (1964), the same Court, relying on *Sweetwater*, went a little further in defining what constitutes fraud in the location of municipal streets, by declaring, "None of the officials here involved have been charged in the bill with acts showing falsity, concealment, deceit, or perversion of the truth. [Emphasis is mine.] Unfortunately, nothing the Court said was helpful in further defining abuse of discretion.

Applied to the street at issue in the city, the facts probably indicate no falsity, concealment, deceit or perversion of truth on the part of the city council in accepting the street. At this point, let it be clearly understood that that conclusion

is based on the assumption that the facts I have been given are correct. If the street commissioner graded and graveled the street in question at city expense before the city accepted it, his conduct was clearly illegal, and the city's expenditures on the project were not for a public purpose and were likewise illegal. [The street commissioner's vote to accept the road as a city street is also legally questionable.] Arguably, if the city council expressly, or even perhaps impliedly, encouraged, promoted or approved the city commissioner's illegal expenditure of public funds on the road as an intentional subset of the street acceptance process, the acceptance may be tainted with fraud.

However, as I understand the sequence of events surrounding the acceptance of the street, both the events and the city council's participation in them, were well-understood by the public, and the formal process of dedication and acceptance was open and above board. In fact, because of the notoriety of the entire process, there is an intense political furor surrounding the street. For those reasons it is probably unlikely that there was fraud on the part of the city council in its acceptance of the street, within the narrow meaning of the term with respect to the location of city streets. Obviously, that answer might change if some or all the city council were involved in questionable maneuvers of which I am not aware with respect to the street commissioner and the street.

We are left with the question of whether the city's acceptance of the street was an abuse of discretion.

The acceptance of the street was probably an abuse of discretion on at least one, and possibly two, grounds. The clearest ground is that the acceptance of the street violated the city's own ordinance governing the acceptance of streets. Ordinance No. 90-01 limited the city's discretion to the acceptance of city streets in which a fifty foot right of way had been dedicated and which met state standards. I do not know if a fifty foot right of way was dedicated, but the street does not comply with state standards. While the ordinance does not define state standards, I think it could be fairly read into the ordinance that the state standards intended by the city council were those that apply to paved streets.

The second ground relates to the question of whether on the facts independent of Ordinance 90-01 the acceptance of the street was an abuse of discretion. That question is more difficult to answer.

As I told all the public officials who have called me on this issue, there is nothing inherently wrong with a city accepting the dedication of streets, dead-end or not, with a limited number of abutting dwellings as long as they otherwise qualify as public streets. The problem here is the facts and the parties involved in the acceptance of the street. It is clearly within the authority of the board of commissioners to accept city streets, apparently even if the result is inexpedient, unjust or improper. But it is a judicial question whether there has been fraud or abuse of discretion in the location of city streets, and I have no doubt there is a

limit on how much inexpedience, injustice or impropriety the courts would tolerate. The Tennessee court does not appear to have drawn the line on what constitutes abuse of discretion in this area, but I suggest this case comes at least close to the outer limit and may well go over it.

In defense of the city council's acceptance of the street in question, I was told that the city has accepted other streets upon which are located one or two dwellings. However, in none of the instances related to me, were the sole beneficiaries of the acceptance a commissioner and his children, let alone a street commissioner, and his two children. In addition, none of the cases involved a commissioner, let alone a street commissioner, who used public funds to improve a private street upon which only his children live, which street the city council subsequently accepted with knowledge that there may have been improprieties in its grading and graveling at city expense. At least two streets cited to me were county roads that came into the city upon incorporation, and which the city for a time neglected and subsequently accepted by ordinance. However, the ordinances were superfluous notwithstanding the temporary neglect of the streets, because those streets became city streets by operation of law upon the effective date of the incorporation of the city. [See T.G. Jordan et al. v. City of Cleveland, 148 Tenn. 337 (1922)] Under the facts, those ordinances serve as no precedent for the city's acceptance of the street in question.

Whether there was fraud or an abuse of discretion in the location of a city street is a judicial question. I am convinced that even in the absence of Ordinance No. 90-01, a court might find that even if no fraud was involved in the acceptance of the street, the acceptance constituted an abuse of discretion. But as already pointed out, I do not think a court would have to reach that question because Ordinance 90-01 itself limited the city's discretion, and the city abused it in accepting a street that did not meet the street acceptance standards contained in that ordinance.

As I see it, the city has two viable options in this case:

1. Do nothing. The city has formally accepted the street in question by ordinance. It can continue to treat the street as a city street unless the acceptance is successfully challenged on the basis of fraud or abuse of discretion.
2. Abandon the street the same way it accepted it: by ordinance. As pointed out above, the city has broad discretion in the abandonment of its streets. Under the facts, even if they had a mind to do so, I highly doubt the street commissioner or his children (or anyone else) could successfully challenge the abandonment.

I make no recommendation of which option the city should select because the city's decision will undoubtedly have to consider the political implications.
Sincerely, Sidney D. Hemsley Senior Law Consultant, SDH/

NOTICE

Ordinance 20-24 an ordinance of the Town of Monteagle adopting the town of Monteagle Zoning Ordinances was passed by the City Council on January 27, 2025.

NOTICE

There will be a Workshop of the City Council on February 18, 2025 at 9:00 am.

NOTICE

There will be a Public Hearing on Ordinance 01-25 and 02-25 Rate Increases at 4:30 pm on February 24, 2025 . The regular City Council meeting will follow at 5:00 pm.

**State of Tennessee
County of Grundy
Town of Monteagle**

**INTERLOCAL COOPERATION AGREEMENT
FOR
EMERGENCY COMMUNICATIONS
BETWEEN GRUNDY COUNTY EMERGENCY COMMUNICATIONS
DISTRICT
AND
TOWN OF MONTEAGLE**

Pursuant to Tenn. Code Ann. § 7-86-105(b)(6), this Interlocal Cooperation Agreement for Emergency Communications (the "Agreement") is entered into between and among the Town of Monteagle (Town), an incorporated municipality of the State of Tennessee, and Grundy County Emergency Communications District (the "District"), a municipality and public corporation created and established pursuant to Tenn. Code Ann. § 7-86-101, *et seq.*

WHEREAS, the District was established for the purpose of providing a system of emergency communications whereby a caller dialing 911 would immediately be connected to a public safety answering point (PSAP) that would quickly and efficiently assure that the appropriate emergency responders were notified;¹ and, pursuant to this intention, cooperated with the Town to develop a countywide system of dispatching by the persons employed by the Town, who were professional in this undertaking, assisted, in part, by other agreement with this Town to fund this activity;

WHEREAS, such a system results in the saving of life, a reduction in the destruction of property, quicker apprehension of criminals and ultimately the saving of money; and

WHEREAS, the District was established as a statutory municipality or public corporation in perpetuity, authorized to fund its operations through a bona fide emergency telephone service charge on all service users within its borders,

¹ See Tenn. Code Ann. § 7-86-102(a).

whether business or residential, public or private, profit making or not-for-profit, including governmental entities,² and

WHEREAS, the County and the District have executed prior to this interlocal agreement, another agreement whereby the Town performed this PSAP dispatching, subject to funding, in part, by the District, by actions of each governing bodies prior to the date of this Agreement, which now transforms this service in the PSAP dispatching being provided by the District, funding, in part, by the Town;

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purpose. This Agreement is for the purpose of establishing the manner, terms and conditions by which the District shall jointly provide 911 service in the District. For purposes of this agreement "911 service" means 911 service and wireless enhanced 911 service as those terms are defined in Tenn. Code Ann. § 7-86-103. The Town and the District supersede all other agreements that in way affect the purpose of this Agreement.

2. Cooperative Agreement. The Parties agree to provide 911 service in the District. The District hereby agrees to be responsible for providing the operational aspects of 911 service in the District, as described above.

3. Funding. The District hereby agrees to be responsible for funding the following aspects of 911 service:

The District will pay all costs to employ adequate employees to provide the services mentioned, and pay benefits for each, subject to the Town providing an amount of \$14,500 each fiscal year, beginning July 1, 2025. Payment may be made in advance quarterly amount (25%) on or before the dates of August 1, November 1, February 1, and May 1. This amount may be changed, from time to time, by agreement of both parties.

The parties hereby acknowledge that, consistent with Tenn. Code Annotated § 7-86-306(a)(1), reimbursements by the Tennessee Emergency Communications Board are subject to availability of funds.

² See Tenn. Code Ann. § 7-86-106.

4. **State and Federal Compliance.** The Parties hereby agree to fully comply with the applicable Policies, Orders, Regulations and Revenue and Operational Standards of the Tennessee Emergency Communications Board, the applicable rules, regulations and orders of the Federal Communications Commission and applicable federal and state laws in the performance of this agreement.

5. **Term & Termination.** The Parties hereby agree that this agreement shall continue until June 30, 2029, and may renew automatically for four (4) years, unless terminated in accord with this method: the agreement shall continue until terminated by one of the parties, each party having the right to terminate the agreement upon written notice no less than 180 days before the end of each term.

6. **Nondiscrimination.** The parties hereby agree, warrant and assure that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional or statutory law.

7. **Severability.** If any of the terms and conditions of this contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this agreement are declared severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2025.

For the District:

For the Town:

Name: Don Hutcheson
Title: Chairman of the District

Name: Greg Maloof
Title: Town Mayor

ATTEST:

Secretary of the District Board

TOWN CLERK

MONTEAGLE CITY COUNCIL MEETING

February 24, 2025

AGENDA

- 1. Call to Order -- Mayor**
- 2. Prayer -- Chaplain**
- 3. Pledge of Allegiance**
- 4. Roll Call – City Recorder**
- 5. Approval of Minutes (January 27, 2025)**
- 6. Citizens Comments**
- 7. Mayor's Communications**
- 8. Calendar of Events**

- 9. Reports of Committees and Members**
 - a. Police Department**
 - b. Fire Department**
 - c. Parks & Recreation**
 - d. Utility Manager**
 - e. Street Department**
 - f. Building Inspector/Codes**
 - g. Planning Commission**
 - h. Beautification/Tree Board**
 - i. Imagine Monteagle**
 - j. Alderman Report**

- 10. OLD BUSINESS**
 - a. Second reading of Ordinance 01-25 and 02-25 rate increase)**
 - b. C-3 Retail/Commercial**
 - c. Safety issues on Wrens Nest and Pilot entrance**

- 11. NEW BUSINESS**
 - a. South Cumberland Chamber of Commerce**
 - b. Unaka & North Bluff Circle as City streets**
 - c. Business Permit**
 - d.**
 - e.**

12.Adjournment

Next Meeting will be March 31, 2025