

PUBLIC HEARING  
JULY 15, 2008

A public hearing was held at the Municipal Building on July 15, 2008, pursuant to notice in the Elk Valley Times. Mayor Gwen Shelton, was present and presiding, and the following aldermen were present:

Richard Bolles  
Carolyn Denton  
Dorothy Small  
Joe Askins  
Marty Pepper  
Walter Sloan

Proposed changes to the portable stand ordinance were discussed. A portable stand ordinance is currently effective for only 30 days at a cost of \$200. The proposed change would change the time period to one year.

No one appeared in opposition to this change.

The public hearing was closed.

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Mayor

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Clerk

REGULAR MEETING  
BOARD OF MAYOR AND ALDERMEN  
JULY 15, 2008

REFERENCE VIDEO DATED JULY 15, 2008

The Board of Mayor and Aldermen of the City of Fayetteville, Lincoln County, Tennessee, met in open, public session at the regular meeting place of said board in the Municipal Building of said city at 5:00 p.m. on July 17, 2008, this meeting having been changed from the second Tuesday. Mayor Gwen Shelton was present and presiding. The following named aldermen were present:

Richard Bolles  
Carolyn Denton  
Dorothy Small  
Joe Askins  
Marty Pepper  
Walter Sloan

Also present was Kevin Helms, City Administrator, and Steve Broadway, City Attorney.

The prayer was led by Walter Sloan, and the Pledge of Allegiance was led by Richard Bolles.

Motion was made by Marty Pepper seconded by Dorothy Small to approve the minutes of the June meetings. Upon roll call, the following voted:

<u>AYE</u>	<u>NAY</u>
Richard Bolles	None
Carolyn Denton	
Dorothy Small	
Joe Askins	
Marty Pepper	
Walter Sloan	

Mayor Shelton declared the minutes approved.

Motion was made by Joe Askins seconded by Walter Sloan to approve the bills and additional bills for payment. Upon roll call, the following voted:

<u>AYE</u>	<u>NAY</u>
Carolyn Denton	None
Dorothy Small	
Joe Askins	
Marty Pepper	
Walter Sloan	
Richard Bolles	

Mayor Shelton declared the bills and additional bills approved

Pam Gentry gave the report on FPU activities, Nathan Ward gave a report on IDB activities, and Jerri Gray gave an update on recent Animal Shelter activities.

The following PILOT agreement with Copperweld was considered:

**PAYMENT IN LIEU OF TAXES AGREEMENT**

**THIS AGREEMENT** made and entered into by and between the Industrial Development Board of The City of Fayetteville and Lincoln County, Tennessee (the "Board") and Copperweld Bimetallics, LLC, a corporation organized and existing under the laws of the State of Delaware ("Copperweld");

**WITNESSETH:**

**WHEREAS**, Copperweld has had a manufacturing facility consisting of the site (with improvements having been made thereon) for many years, and which is under an existing payment in lieu of tax agreement dated January 1, 1997; and

**WHEREAS**, under existing law, real and/or personal property owned by the Board is not presently subject to use or ad valorem taxes on real and/or personal property imposed by the City of Fayetteville (the "City") or Lincoln County (the "County") in the State of Tennessee; and

**WHEREAS**, Copperweld desires to make payments in lieu of such taxes; and

**WHEREAS**, the parties desire to further define the obligations of Copperweld as to the payments in lieu of taxes to be made by Copperweld relative to the said real and/or personal property which will be owned by the Board and located on the said real property.

**NOW, THEREFORE**, in consideration of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and among the parties hereto, as follows:

## ARTICLE I

### REAL ESTATE AND PERSONAL PROPERTY

1. Copperweld shall make, on December 31 of each year beginning on December 31, 2008, payments in lieu of annual City and County use and ad valorem real and personal property taxes on the real estate described in Exhibit "A" hereto, to the City of Fayetteville, Tennessee, through the term of any lease agreement between the parties.

2. The payments in lieu of such taxes shall be computed as if the property were fully taxable, but for the years 2008 - 2012 only 50% of the ordinary City and County real and personal property taxes will be paid to the City. Thereafter, for each successive year, said taxes shall increase in percentage by 5% of what said taxes would otherwise have been, so as to constitute in the year 2022 an amount equal to the taxes that would otherwise be due.

3. The arrangements mentioned in Paragraph 2 are subject to the following terms and conditions:

a) Copperweld agrees that total employment at its facility shall be at 130 employees by end of 2008, and said employee number shall remain at or above same level for the period from 2008 through year 2012.

b) Copperweld agrees that \$3,000,000.00 tangible personal property value to be reported by Copperweld on personal property return due by December 31, 2008, with credit to be given for that personal property reported on March 1, 2008 schedule previously filed with Lincoln County Assessor of Property.

In the event that either or both of these conditions are not met by Copperweld, then the parties agree to revert to the terms of the 1997 payment in lieu of taxes agreement.

4. Should Copperweld make any improvements on the real property portion of the real estate at any time, which improvements become a part of the real property, then said improvements will be assessed as part of said real property of said property and payments in lieu of real property taxes shall be payable on the entire real property as improved, computed at the percentage then in effect set out in paragraph 2 above. (For example: if the improvement is made in the year 2013, 55% of the ordinary City and County real property taxes would be paid on the value of the real property as improved and the percentage would be increased by 5% per year until 100% of the amount that would ordinarily be due is reached).

## **ARTICLE II**

### **GENERAL PROVISIONS**

1. Should the Lease Agreement be terminated prior to the normal expiration of the respective term of the lease, then this Agreement shall also be terminated and in any event, this Agreement shall terminate upon the expiration of the Lease Agreement.

2. Any payments in lieu of real property taxes made hereunder shall be made directly to the City (and the City shall in turn pay over to the County its pro rata portion of such payments) at the rate and manner set forth herein.

3. In the event that a) any real property covered under this Agreement shall be taxed, whether in whole or in part due to any change in law, whether judicial or legislative, or b) any tax shall be imposed on the leasehold interest of Copperweld under the Lease, then (i) Copperweld shall be entitled to a credit for any payment due hereunder in the event the said taxes in the aggregate do not exceed the amount payable hereunder or (ii) no payment shall be due hereunder during any year in which the said taxes equal or exceed the amount which would otherwise be due hereunder.

4. This agreement shall supersede any prior agreements regarding payments in lieu of taxes unless there is a reversion to such prior agreement of 1997, in accordance with the terms of this agreement.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF  
FAYETTEVILLE AND LINCOLN COUNTY, TENNESSEE**

By: \_\_\_\_\_

Its: **Chairman**

**COPPERWELD BIMETALLICS, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Motion was made by Walter Sloan seconded by Dorothy Small to approve this agreement. Upon roll call, the following voted:

Aye

Dorothy Small

Joe Askins

Walter Sloan

Richard Bolles

Carolyn Denton

Nay

None

Abstain: Marty Pepper

Mayor Shelton declared the motion adopted.

The following interlocal agreement for Emergency Communications was considered:

**State of Tennessee  
County of Lincoln**

**INTERLOCAL COOPERATION AGREEMENT  
FOR  
EMERGENCY COMMUNICATIONS  
BETWEEN LINCOLN COUNTY EMERGENCY COMMUNICATIONS  
DISTRICT, LINCOLN COUNTY, TENNESSEE AND CITY OF  
FAYETTEVILLE, TENNESSEE**

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 City of Fayetteville, Tennessee (the "City"), a political subdivision of the State of Tennessee, Lincoln County, Tennessee, a political subdivision of the State of Tennessee (the "County") and Lincoln 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 that would quickly and efficiently assure that the appropriate emergency responders were notified; and

WHEREAS, such a system results in the saving of life, a reduction in the destruction of property, quicker apprehension of criminals and ultimately 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, whether business or residential, public or private, profit making or not-for-profit, including governmental entities, and

WHEREAS, the City, the County and the District desire to conduct certain operations related to emergency communications jointly as contemplated by Tenn. Code Ann. 7-86-105(b)(6), including the payment of salary and benefits to dispatchers; and

WHEREAS, the City authorized the execution of this interlocal agreement between the City, the County and the District by its resolution adopted on the 15<sup>th</sup> day of July, 2008; and

WHEREAS, the County authorized the execution of this interlocal agreement between the City, the County and the District by its resolution adopted on the 19<sup>th</sup> day of Aug, 2008; and

WHEREAS, the District, acting by and through its Board of Directors, authorized the execution of this interlocal agreement between the City, the County and the District by its resolution adopted on the 14<sup>th</sup> day of Aug, 2008; and

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 City, the County and the District shall jointly pay for the costs of operating the Communication Center.
2. **Funding.** The City and County agree to equally fund the salary, wages and benefits of all dispatchers and other personnel at the Communications Center, excluding any overtime payments. The District agrees to pay all other costs of the Communication Center including but not limited to operational expenses, capital expenses and any overtime payments.
3. **Term.** The Parties hereby agree that this agreement shall continue until terminated by one of the parties, each party having the right to terminate the agreement upon written notice of 90 days.
4. **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.
5. **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 20<sup>th</sup> day of Aug, 2008.

For the City

  
Name: Gwen Shelton  
Title: Mayor

**For the County**

Gregory S. Berels

Name: Gregory S. Berels

Title: Lincoln County Mayor

**For the District**

Robert Strape

Name: Robert Strape

Title: 911 Board Chairman

Motion was made by Joe Askins seconded by Marty Pepper to approve this interlocal agreement. Upon roll call, the following voted:

Aye

Joe Askins  
Marty Pepper  
Richard Bolles  
Walter Sloan  
Carolyn Denton  
Dorothy Small

Nay

None

Mayor Shelton declared the motion adopted.

Motion was made by Carolyn Denton seconded by Dorothy Small to approve an additional \$12,683 which is needed for the skateboard park. Upon roll call, the following voted:

Aye

Marty Pepper  
Walter Sloan  
Richard Bolles  
Walter Sloan  
Carolyn Denton  
Dorothy Small

Nay

None

Mayor Shelton declared the motion adopted.

Motion was made by Joe Askins seconded by Walter Sloan to carry over the remainder of the \$5,000 in last year's budget for sidewalk rehab and the \$58,000 for a fueling and gate system. Upon roll call, the following voted:

Aye

Walter Sloan  
Richard Bolles  
Carolyn Denton  
Dorothy Small  
Joe Askins  
Marty Pepper

Nay

None

Mayor Shelton declared the motion adopted.

The following safety grant resolution was considered:

**A RESOLUTION AUTHORIZING THE CITY OF FAYETTEVILLE TO PARTICIPATE IN THE TML RISK MANAGEMENT POOL "SAFETY PARTNERS" LOSS CONTROL MATCHING GRANT PROGRAM**

WHEREAS, the safety and well being of the employees of the City of Fayetteville is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Fayetteville employees; and

WHEREAS, the TML Risk Management Pool seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Loss Control Matching Grant Program; and

WHEREAS, the City of Fayetteville now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FAYETTEVILLE, TENNESSEE the following:

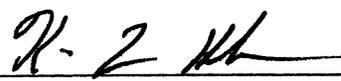
SECTION 1. That the City of Fayetteville is hereby authorized to submit application for a "Safety Partners" Loss Control Matching Grant through the TML Risk Management Pool.

SECTION 2. That the City of Fayetteville is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this 15th day of July in the year of 2008.

  
Mayor

ATTEST:

  
City Clerk

Motion was made by Walter Sloan seconded by Joe Askins to approve this resolution. Upon roll call, the following voted:

Aye  
Richard Bolles  
Carolyn Denton  
Dorothy Small  
Joe Askins  
Marty Pepper  
Walter Sloan

Nay  
None

Mayor Shelton declared the motion adopted.

Motion was made by Carolyn Denton seconded by Dorothy Small to pay one third of the cost of the dinner for the visitors on the Orange Carpet Tour and the cost of the dinner for the City participants. These cost for the visitors dinner will be shared by IDB and Lincoln County. Upon roll call, the following voted:

Aye  
Carolyn Denton  
Dorothy Small  
Joe Askins  
Marty Pepper  
Walter Sloan  
Richard Bolles

Nay  
None

Mayor Shelton declared the motion adopted.

Ordinance 2008-12 was considered, which is as follows:

**ORDINANCE NO. 2008-12**  
**CITY OF FAYETTEVILLE, TENNESSEE**

**AN ORDINANCE AMENDING MUNICIPAL CODE OF  
FAYETTEVILLE, TENNESSEE**

**WHEREAS**, it has been determined that a need exist to amend Chapter 11, Section 9-1103; of the Fayetteville Municipal Code for the public welfare and prosperity of the community; and,

**WHEREAS**, the amendment was reviewed and a public hearing was held by the Fayetteville Board of Mayor and Alderman on July 15, \_\_\_\_\_, 2008; and,

**NOW, THEREFORE, BE IT ORDAINED** by the City of Fayetteville Board of Mayor and Alderman that:

SECTION 1. Municipal Code Chapter 11: Section 9-1103; Permits be amended as follows:

**The Original Text States:** "Prior to any portable stand being set a permit shall be obtained from the building official for the placement of the stand. No permit fee shall be charged if the items displayed, sold or given away are in the general line of the principal business on the lot, otherwise a fee of five dollars (\$5.00) shall be charged for the permit provided the permit is obtained prior to the placement of the stand and a fee of \$25.00 provided the permit is obtained after the placement of the stand. A permit shall only be valid for a thirty day period and not more than two permits shall be issued for the same location in succession. The stand shall be moved at the expiration of the permit."

**Replace the Original Text With:** "Prior to any portable stand being set a permit shall be obtained from the building official for the placement of the stand. No permit fee shall be charged if the items displayed, sold or given away are in the general line of the principal business on the lot, otherwise an annual fee of two-hundred (\$200.00) dollars shall be charged for the permit provided the permit is obtained prior to the placement of the stand and an annual fee of four-hundred (\$400.00) dollars provided the permit is obtained after the placement of the stand. A permit for a location shall only be valid for a thirty day period and not more than two permits shall be issued for the same location in succession. The stand shall be moved at the expiration of the 30 day permit and a new permit shall be obtained from the building official for each 30 day period."

SECTION 2. The amendment is hereby enacted and any section in conflict therewith is hereby repealed and stricken.

**BE IT FURTHER ORDAINED** that this amendment shall take effect from and after its passage, the public welfare requiring it.

Adopted this 15th day of July \_\_\_\_\_, 2008.



City Administrator

  
Mayor

Motion was made by Walter Sloan seconded by Richard Bolles to adopt ordinance 2008-12. Further discussions will be held at the work session regarding further changes in the language in this ordinance. Upon roll call, the following voted:

Aye

Dorothy Small  
Joe Askins  
Marty Pepper  
Walter Sloan  
Richard Bolles  
Carolyn Denton

Nay

None

Mayor Shelton declared ordinance 2008-12 adopted.

Motion was made by Marty Pepper seconded by Dorothy Small to call a public hearing for the August meeting to consider a gated community ordinance. Upon roll call, the following voted:

Aye

Joe Askins  
Marty Pepper  
Walter Sloan  
Richard Bolles  
Carolyn Denton  
Dorothy Small

Nay

None

Mayor Shelton declared the motion adopted.

Motion was made by Joe Askins seconded by Marty Pepper to reappoint Rovena Wade to the Planning Commission. Upon roll call, the following voted:

Aye

Marty Pepper  
Walter Sloan  
Richard Bolles  
Carolyn Denton  
Dorothy Small  
Joe Askins

Nay

None

After department reports were given, motion was made, seconded, and unanimously adopted to adjourn.

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MAYOR