REGULAR MEETING
BOARD OF MAYOR AND ALDERMEN
FEBRUARY 15, 2007

REFERENCE VIDEO DATED FEBRUARY 15, 2007

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 February 15, 2007. Mayor Gwen Shelton was present and presiding. The following named aldermen were present:

Richard Bolles
Carolyn Denton
Dorothy Small
Harold Bradford
Joe Askins
Walter Sloan

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

The prayer was led by Chris Grizzard, St. Paul AME Church, and the Pledge of Allegiance was led by Cub Scout Troop 462, Den 11, Highland Rim School.

Motion was made by Carolyn Denton seconded by Harold Bradford to approve the minutes of the January meeting. Upon roll call, the following voted:

AYE	NAY
Richard Bolles	None
Carolyn Denton	
Dorothy Small	
Joe Askins	
Harold Bradford	
Walter Sloan	

Mayor Shelton declared the minutes approved.

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

AYE	NAY
Carolyn Denton	None
Dorothy Small	
Joe Askins	
Harold Bradford	

Walter Sloan
Richard Bolles

Mayor Shelton declared the bills and additional bills approved.

The FPU report was given by Britt Dye.

After a presentation by Ron Mahal, motion was made by Joe Askins seconded by Harold Bradford to make a loan of $75,000 to the Airport Authority to enable them to proceed with additional hangar space. This loan is proposed to be a three year note at 6% interest, with the interest waived if the loan is paid back this fiscal year. Upon roll call, the following voted:

Aye	Nay
Dorothy Small	None
Joe Askins	
Harold Bradford	
Walter Sloan	
Richard Bolles	
Carolyn Denton	

Mayor Shelton declared the motion adopted.

The following contract with Kevin Helms was discussed:

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE CITY OF FAYETTEVILLE, STATE OF TENNESSEE, A MUNICIPAL CORPORATION, HEREINAFTER CALLED "EMPLOYER", AND KEVIN L. HELMS HEREINAFTER CALLED "EMPLOYEE"; WITNESSETH:

WHEREAS, Employer desires to employ the services of said Kevin L. Helms as City Administrator of the City of Fayetteville; and

WHEREAS, it is the desire of the employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Employer to (1) retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; and

WHEREAS, Employee desires employment as City Administrator of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Employee shall perform the duties of City Administrator as set out in Section 8 (3) of the Charter of the City of Fayetteville.

2. The term of the agreement shall be thirty-six (36) months, beginning March 13, 2007, and ending March 12, 2010.

3. The employee shall begin at Level 10 Step 3 of the City Compensation Plan ($78,728.00).

4. During said term of this agreement, Employee shall be entitled to receive cost of living increases, longevity pay and other bonuses as all other city employees. Longevity pay shall be based upon the requirements of any other employee requiring certification. Employee certification shall be based upon requirements set forth by the State of Tennessee to serve as City Clerk and as required under the Federal (NIMS) program.

5. Employee shall have the same benefits as are allowed for all City employees under the duly adopted personnel policy of the City.

. STEPHEN BROADWAY
Attorney at Law
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Fayetteville, Tennessee 37334
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6. The term of this contract may be terminated by Employee only with the consent of the Employer, unless the form of government for the City of Fayetteville changes to a form no longer employing a City Administrator or City Manager. In the event the form of government changes for the City of Fayetteville, Employee may terminate the contract with a thirty (30) day written notice.

7. Employee's services may be terminated by the Employer for "just cause", which is more fully defined as reasons for dismissal" in Section VII (K) of the Personnel Policy of the City and any other reason as determined by the Board upon (4) affirmative votes for termination. It is understood that the term "superior officer", as used therein, is defined as "the Board". Any charges shall be in writing and the Employee shall have the right to a hearing before the Board before final action is taken. In the event that the Employee is reprimanded, suspended, or dismissed, he may have the actions reviewed by submitting a written request to the Board of Mayor and Alderman. Employee must submit the request for such an appeal within seven (7) calendar days of receipt of notification of the disciplinary action and must also state his intent to have representation and name the representatives. The Mayor shall schedule a hearing of the Board within ten (10) days of receipt of the request for appeal. The action of the Board of Mayor and Alderman shall be final and binding on all parties. Severance pay for just cause shall be one (1) month pay and benefits. Severance pay for any other reason shall be four (4) months pay and benefits at the initiation of this contract. An additional month will be added for each year of service completed under this contract, not to exceed a total of six (6) months.

8. In the event the form of government for the City of Fayetteville changes to a form not employing a City Manager or City Administrator and the Employee is not offered a position of similar responsibility and pay classification in the new government, the salary and benefits described in this contract shall be guaranteed in monthly installments for the remainder of the term. The salary shall be frozen at the amount earned at the time that the change in form of government occurs.

9. Each member of the Board shall annually evaluate the Employee in his duties based upon the criteria and categories presently established for the administrator position. Any problem or inadequacies will be discussed and a good faith effort shall be made to mutually resolve any problems. Increases in merit pay are determined by a satisfactory evaluation and approval of the budget.

10. An automobile shall be allocated to Employee based upon the City's vehicle policy established January 1, 1986.

11. Employee agrees to reside within the city limits of Fayetteville.

12. Employee shall be employed fully and exclusively by the Employer and he will accept no other employment while occupying the position of City Administrator. Employee may, however, teach or do some consulting work on his off-hours.

13. The Employer shall pay for Employee's reasonable dues to a local civic club.

14. The Employer shall pay for Employee's reasonable dues to professional organizations including TCMA, ICMA, and subscriptions to professional magazines and journals.

15. In additional to TML, NLC, TCMA, and ICMA, Employee may spend time in professional development and education as seemed appropriate by the Employer and the Employer shall cover the cost of such required travel and attendance at seminars, courses and other continuing educational activities as might be specified in the current year budget.

16. Employer shall provide the Employee the opportunity to complete the Elected Officials Academy and cover the costs associated with this program.

17. Travel out of town to meetings and seminars shall be no more than two (2) per month with duration of no more than two (2) days per event, unless approved by the Board.

18. Employee shall be allowed to continue to hold office in TCMA and fulfill the duties required by that position. Other appointments and elections to organizational offices shall be with the prior approval of the Employer.

19. Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

20. Employer shall at all times insure Employee under its liability, errors and omissions insurance policies.

21. Employer shall provide representation for the Employee for any legal actions in which he is named as a party that occur during the course of carrying out the duties of the position.

22. If Employee is permanently disabled or is otherwise unable to perform the essential functions of the job because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this agreement, upon payment of three (3) months salary and benefits. However, in addition thereto, Employee shall be compensated for any vacation, holidays, and other accrued benefits.

23. The Employer shall provide a one (1) week vacation to Employee at the beginning of this contract and one (1) week at the end of the first year. Thereafter, Employee shall earn vacation as all other employees.

24. This agreement constitutes the entire agreement between the parties.

IN WITNESS THEROF, the City of Fayetteville has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by the Assistant City Clerk, approved by the City Attorney, and the Employee has signed and executed this agreement, both in duplicate, this ____ day of _____, 2007.

CITY OF FAYETTEVILLE

BY: _____
GWEN SHELTON, MAYOR

ATTEST:

_____
ASSISTANT CITY CLERK

_____
KEVIN L. HELMS, EMPLOYEE

APPROVED:

_____
CITY ATTORNEY

Motion was made by Walter Sloan seconded by Carolyn Denton to approve this contract. Upon roll call, the following voted:

Aye	Nay
Joe Askins	None
Harold Bradford	
Walter Sloan	
Richard Bolles	
Carolyn Denton	
Dorothy Small	

Mayor Shelton declared the contract approved.

Motion was made by Joe Askins seconded by Dorothy Small to appropriate up to $34,000 additional for the industrial park water line. The Board has previously funded this project but the costs were greater than estimated. There is a possibility that a grant will reduce this amount by $17,500. Upon roll call, the following voted:

Aye	Nay
Harold Bradford	None
Walter Sloan	
Richard Bolles	
Carolyn Denton	
Dorothy Small	
Joe Askins	

Mayor Shelton declared the motion adopted.

Two resolutions are needed for the Three-Star Program. Motion was made by Joe Askins seconded by Harold Bradford to adopt the Resolution to Participate in the Three-Star Program and Resolution to Affirm Compliance With Federal Title VI Regulations. Upon roll call, the following voted:

Aye	Nay
Walter Sloan	None
Richard Bolles	
Carolyn Denton	
Dorothy Small	
Joe Askins	
Harold Bradford	

Mayor Shelton declared the resolutions adopted.

Motion was made by Joe Askins seconded by Walter Sloan to approve the lease with the Currahee Motorcycle Club. Upon roll call, the following voted:

Aye	Nay
Richard Bolles	None
Carolyn Denton	
Dorothy Small	
Joe Askins	
Harold Bradford	
Walter Sloan	

Mayor Shelton declared the motion adopted.

Motion was made by Joe Askins seconded by Harold Bradford to accept the low bid of $1450 from Watt Construction for installation of wrought iron rails to close off the area under the steps at the north end of the Municipal Building Parking garage. Upon roll call, the following voted:

Aye	Nay
Carolyn Denton	None
Dorothy Small	
Joe Askins	
Harold Bradford	
Walter Sloan	
Richard Bolles	

Mayor Shelton declared the motion adopted.

Mr. Helms advised the new City website is now operational at the same address.

Our auditor will be at the March meeting to go over the audit for the year ending June 2006. Any questions should be submitted.

The back tax sale is scheduled for March 30, 2007 at 9:00 a.m.

Mayor Shelton thanked Tom Bailey for his many years of support on the Planning Commission, and he will be honored by the Planning Commission at the next meeting.

Motion was made by Richard Bolles seconded by Walter Sloan to appoint Jim Neale to the Industrial Board due to the vacancy caused by the resignation of Tom Bailey. Upon roll call, the following voted:

Aye	Nay
Dorothy Small	None
Joe Askins	
Harold Bradford	
Walter Sloan	

Richard Bolles
Carolyn Denton

Mayor Shelton declared the motion adopted.

A community meeting is planned for February 19 at the Recreation Department for community feedback on the recreation program.

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

_____
Mayor

_____
Clerk