

BOARD OF MAYOR AND ALDERMEN  
MARCH 11, 2008

REFERENCE VIDEO DATED MARCH 11, 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 March 11, 2008. 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 Marty Pepper, and the Pledge of Allegiance was led by members of the Senior Citizens Exercise Class.

Motion was made by Carolyn Denton seconded by Dorothy Small to approve the minutes of the February meeting. 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 Walter Sloan seconded by Dorothy Small 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	

Britt Dye gave the report on FPU activities and Nathan Ward gave the IDB report.

The Employee of the Month Award was given to Sam Smiley for his assistance to the resident at 412 W. Washington

The contract with the Humane Society regarding animal control was discussed, which is as follows:

**THIS CONTRACT MADE AND ENTERED INTO BY AND BETWEEN THE CITY OF FAYETTEVILLE, A MUNICIPAL CORPORATION, HEREINAFTER CALLED "CITY", AND THE HUMANE SOCIETY OF LINCOLN COUNTY, A NON-PROFIT CORPORATION HEREINAFTER CALLED "SOCIETY"; WITNESSETH:**

**WHEREAS**, the City will provide the Society with a reliable truck to operate the Animal Control Program; and

**WHEREAS**, the City provides a building in which to operate an Animal Shelter located at 1718 Pulaski Highway; and

**WHEREAS**, the City desires to continue contracting with the Animal Control Program and the Society desires to operate the same.

**NOW, THEREFORE**, the City enters into this agreement and the Society accepts same all upon the following terms and conditions, to wit:

1. The term of the agreement unless sooner terminated under the provisions hereof shall be from March 11, 2008, to June 30, 2010.
2. This agreement shall continue on a two (2) year basis unless either party provides a thirty (30) day notice prior to the anniversary date that they desire to terminate the agreement. The anniversary will be July 1, 2010.
3. City shall appropriate to the Society the annual sum of Thirty Nine Thousand Five Hundred (\$39,500.00) dollars payable in nine (9) quarterly installments with the first installment beginning April 1, 2008, in the amount of Ten Thousand Nine Hundred Fifty-Eight (\$10,958.00) Dollars, and subsequent quarterly payments of Nine Thousand Eight Hundred Seventy-Five (\$9,875.00) Dollars which sums shall be used by the Society to assist them in the operation of the shelter and Animal Control Program.
4. The Society shall appear before the Finance Committee in April of each year in which this contract expires and request funding for the following year; the City has the right to alter the appropriation and the Society has the right to terminate this contract on the anniversary date should they not be provided sufficient funds to operate the shelter and Animal Control Program.
5. The Society shall provide an accounting to the City of all revenues and expenditures for the current year and previous year with the fund balance as of the end of their fiscal year when appearing before the Finance Committee.
6. The Society shall make all minor building repairs (under \$1,000) with the appropriation made by the City.
7. Major repairs (above \$1,000) to building to include but not limited to: roof, electrical, plumbing, heating/cooling system and structural shall be reported to the City. Three (3) quotes of repair cost shall be provided; the City shall determine whether to proceed with the repairs.
8. All structures outside the main building shall be the responsibility of the Society to maintain.
9. The Society shall pay for all operational expenses, utilities, make all repairs to premises except major repairs, as defined in #7 and provide liability insurance for the vehicle and operation of the Animal Control Program, naming the City as third party insured with some good and solvent insurance company licensed to do business in the State of Tennessee, in the amount of \$100,000.
10. The Society shall provide all employees necessary to operate the shelter and will pay all costs in connection therewith.
11. The Society will keep the shelter open for business for a minimum of six (6) hours a day except Thursday, Sundays and holidays which the City observes.
12. The Society shall at all times keep the premises clean, will not allow odors to emit therefrom and will observe humane practices in the treatment of all animals sheltered there.
13. The Society shall follow training as required by state law.
14. The Society will accept, without cost, all animals not included in the aggressive dog ordinance picked up by the Society Animal Control Officer or brought in by city residents.
15. The Society will accept, without cost, up to twelve (12) animals per month under the aggressive dog ordinance with compensation of Thirty Five (\$35.00) Dollars for each aggressive dog in excess of twelve (12) per month.
16. The Society will receive calls from city resident's concerning animals within the city and respond to same as soon as possible.

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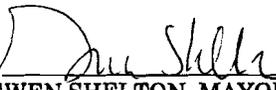
**NOW, THEREFORE**, the City enters into this agreement and the Society accepts same all upon the following terms and conditions, to wit:

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4. The Society shall appear before the Finance Committee in April of each year in which this contract expires and request funding for the following year; the City has the right to alter the appropriation and the Society has the right to terminate this contract on the anniversary date should they not be provided sufficient funds to operate the shelter and Animal Control Program.
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16. The Society will receive calls from city resident's concerning animals within the city and respond to same as soon as possible.

17. Any expenditure required to enforce ordinances enacted by the City will be negotiated between the City and Society as necessary.
18. The Society will attempt to insure that all animals leaving the shelter have been vaccinated for rabies or have proof of said vaccination and will collect and transmit to veterinarians any charges for performing vaccinations by veterinarian. The Society may adopt regulations for neutering of animals.
19. The Society will abide by all ordinances associated with the Animal Control Program.
20. All revenues received from the shelter operation shall be used for shelter and animal control expenses.
21. The City Garage shall provide the labor to repair the truck and the Society will pay all other costs.
22. The Society may purchase fuel, located at the Street Department, from the City.
23. The City will provide additional funding to offer rabies vaccinations to all employees of the society not to exceed four (4) employees per year.
24. Should either party violate any provision of this contract and fail to remedy the same upon five (5) days written notice, the party not in default shall have the right to terminate this contract. Upon termination the Society will deliver the premises and equipment owned by the City in as good condition as received, normal wear and tear excluded.
25. All notices mailed to the parties shall be as follows: City of Fayetteville, Attention: City Administrator, 110 Elk Avenue South, Fayetteville, TN 37334, and the Humane Society of Lincoln County, P.O. Box 37, Fayetteville, TN 37334.

Executed this 2<sup>nd</sup> day of May, 2008.

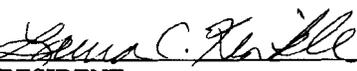
CITY OF FAYETTEVILLE

BY:   
 GWEN SHELTON, MAYOR

ATTEST:

  
 CITY ADMINISTRATOR

HUMANE SOCIETY OF LINCOLN COUNTY

BY:   
 PRESIDENT

ATTEST:



Motion was made by Marty Pepper seconded by Richard Bolles to allow execution of this contract. Upon roll call, the following voted:

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

Nay  
None

Mayor Shelton declared the motion adopted.

The Interlocal Agreement regarding dispatchers was considered, which is as follows:

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 11<sup>th</sup> day of March, 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 15<sup>th</sup> day of April, 2008; and

Item II

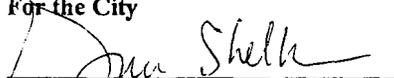
WHEREAS, the District, acting by and through its Board of Directors, authorized the execution of this interlocal agreement between the City, the County and the District by its resolution adopted on the 13 day of March, 2008; and

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 the salary and benefits of dispatchers.
2. **Funding.** The District hereby agrees to be responsible for funding \$30,000.00 of the salary and benefits toward one dispatcher; and the City and County agree to equally fund the remaining balance of such dispatcher and the costs of the salary and benefits of all other dispatchers.
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 30<sup>th</sup> day of June, 2008.

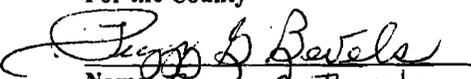
For the City

  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: Dan Shelk

Title: Mayor

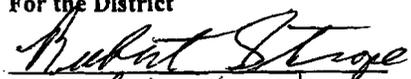
For the County

  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: Peggy G. Bevels

Title: Lincoln County Mayor

For the District

  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: Robert Strope

Title: 911 Board Chairman

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

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

Mayor Shelton declared the motion adopted.

A total of \$2313 was left over in the account after Christmas decorations were purchased. Motion was made by Walter Sloan seconded by Carolyn Denton to use this money to purchase banners for the new poles around the square. Upon roll call, the following voted:

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

Mayor Shelton declared the motion adopted.

Motion was made by Dorothy Small seconded by Marty Pepper to agree with the Finance Committee's recommendation to accept the low bid to purchase these posts with funds from the Mary Bright Wilson sale. This motion is contingent on obtaining a good recommendation on the posts from another city using them. 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 motion adopted.

Motion was made by Walter Sloan seconded by Marty Pepper to call a public hearing for the April meeting to consider changes to the planning fees. 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 motion adopted.

Motion was made by Richard Bolles seconded by Dorothy Small to accept the Planning Commission's recommendation not to call a public hearing to consider a plan of services for property belonging to the Holiness Church of God. Upon roll call, the following voted:

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

Mayor Shelton declared the motion adopted.

Motion was made by Marty Pepper seconded by Richard Bolles to recommend promoting Danny Travis to the position of Fire Chief. After some discussion, motion was made by Walter Sloan seconded by Richard Bolles to call for the question. Upon roll call, the following voted:

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

At this time roll call was held for the motion on Danny Travis as Fire Chief with the voting as follows:

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

Mayor Shelton declared the motion adopted.

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

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MAYOR

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Clerk

PUBLIC HEARING  
APRIL 8, 2008

A public hearing was held at the Municipal Building on April 8, 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

The purpose of the public hearing was to consider changes to the planning fees.

There were no objections to the proposed fee schedule.

The public hearing was closed.

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Mayor

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Clerk