

FAYETTE COUNTY LEGISLATIVE BODY

November 28, 2006

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session at the Courthouse in Somerville, Tennessee, on the 28th day of November, 2006. Present and presiding was Chairman Rhea Taylor. Also present were the following: Sue W. Culver, County Clerk; James R. Riles, Sheriff; and the following County Commissioners: Ed Allen, Joann Allen, Steve Anderson, Charles Brewer, Joe B. Burnette, Jr.; Larry Cook; Odis Cox; Lee "Sissy" Dowdle, John F. Dowdy; Ron Gant; Willie German; Ronald Harris, Thomas Karcher, Bill Kelley, David Lillard, Sylvester Logan, George McCloud, Claude Oglesby, and Myles Wilson.

With a quorum being present, the following proceedings were had and entered of record, to-wit:

Chairman Taylor opened the floor to the public to address items not on the agenda. Addressing the board was Ray S. Kinner of Oakland and Lanecia Randall of Fredonia.

The first item on the agenda was the approval of the October, 2006 minutes which passed unanimously after a motion by Commissioner Wilson, and second by Commissioner Dowdy.

The floor was yielded to Planning Commissioner John Pitner for presentation of a request to rezone approximately 70.05 acres in the 7th Civil District located off Orr Rd at the end of Willow Bend Dr to be developed as a subdivision. Floor was opened for Public Hearing. With no one speaking for or against, motion was then made by Commissioner Ed Allen, and seconded by Commissioner Burnette to rezone approximately 70.05 acres in the 7th Civil District located off Orr Rd at the end of Willow Bend Dr for Hickory Withe Lakes II, LLC, from R-1 to R-3. Motion passed with all commissioners voting "YES".

Planning Director John Pitner then presented a second area for rezoning, and was assisted by Kevin Luttrell of Luttrell Engineering and Planning who stated that the area would be sub-divided into five acre lots with a fifty foot buffer area. Floor was then opened for Public Hearing, and several people addressed Mr Luttrell with questions, but there were no objections from the floor. Motion was then made by Commissioner Anderson; second by Commissioner Burnette to establish RPED overlay for Land Consultants Development (Bob Turner) for approximately 28.06 acres on Canadaville Loop Road for the development of a subdivision and new road construction. After much discussion about lot size and failure to send written notices to all neighbors, Commissioner Anderson withdrew his motion. After more discussion, motion was made by Commissioner Burnette, seconded by Commissioner McCloud, to allow the RPED overlay. Motion passed with the following Commissioners Voting "YES": Ed Allen, Burnette, Cook, Cox, Dowdle, Dowdy, Gant, German, Harris, Karcher, Kelley, Lillard, Logan, McCloud, Oglesby, and Wilson.

Voting "No", Commissioner Anderson, and Commissioner Joann Allen "Passed".

RESOLUTION _____

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING MAP TO REZONE LAND FROM R-1 (RURAL RESIDENTIAL) TO RPED (RURAL PRESERVATION AND ENHANCEMENT DISTRICT) LOCATED WEST OF CANADAVILLE LOOP IN CIVIL DISTRICT NUMBER 9

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-101 and 13-7-102 the Fayette County Board of Commissioners has adopted a Zoning Resolution and Zoning Map for Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 the Fayette County Regional Planning Commission has recommended an amendment of the Zoning Map to the Fayette County Board of Commissioners as described hereinbelow; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 a public hearing was held before the Fayette County Board of Commissioners on Tuesday, the 28th day of November 2006, at least fifteen (15) days in advance of which the time and place was published in the Fayette Falcon newspaper of general circulation in Fayette County.

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS:

SECTION 1. That the following described property be rezoned from R-1 (RURAL RESIDENTIAL) to RPED (RURAL PRESERVATION AND ENHANCEMENT DISTRICT):

Description of part of the Louis G. Smith property recorded in Book 350, Page 970 and part of the Louis G. Smith and wife, Doris V. Smith property recorded in Book 283, Page 756 in the Ninth Civil District, Fayette County, Tennessee:

Beginning at a found angle iron at the intersection of the north line of Lot 17, Lone Oak Subdivision (Un-Recorded) and the west line of the Sonny Nivens and Carrie L. Nivens property recoded in Book 434, Page 50; thence northwardly with the east line of said property recorded in Book 434, Page 50 and the east line of the Joe C. Cambrell et ux, Carrie L. Nivens property recorded in Book 345, Page 579 and the east line of the Paul Halford and wife, Carolyn Halford property recorded in Instrument No. 06002543 the following calls: north 00 degrees 15 minutes 02 seconds east, 652.26 feet to a found rebar; north 00 degrees 37 minutes 40 seconds west, 123.55 feet to a set 1/2" rebar with plastic cap in the south line of the Ralph M. Johnson, Valerie A. Powers and Constance D. Schwab property recorded in Book

366, Page 980; thence south 89 degrees 52 minutes 35 seconds east with the south line of said property recorded in Book 366, Page 980, 1309.10 feet to a set 1/2" rebar with plastic; thence southwardly across the Louis G. Smith property recorded in Book 350, Page 970 and the Louis G. Smith and wife, Doris V. Smith property recorded in Book 283, Page 756 the following calls: south 21 degrees 43 minutes 21 seconds east, 51.22 feet to a set 1/2" rebar with plastic cap; south 38 degrees 53 minutes 52 seconds east, 131.92 feet to a set 1/2" rebar with plastic cap; south 15 degrees 18 minutes 09 seconds east, 125.41 feet to a set 1/2" rebar with plastic cap; south 32 degrees 48 minutes 00 seconds east, 102.16 feet to a set 1/2" rebar with plastic cap; south 58 degrees 25 minutes 20 seconds east, 255.40 feet to a set 1/2" rebar with plastic cap; south 23 degrees 02 minutes 37 seconds east, 311.34 feet to a set 1/2" rebar with plastic cap in the north line of Lot 7 of said Lone Oak Subdivision (Un-Recorded); thence north 89 degrees 51 minutes 52 seconds west with the north line of said Lone Oak Subdivision (Un-Recorded), 1840.29 feet to the point of beginning and containing 28.113 acres of land.

SECTION 2. BE IT FURTHER RESOLEVED that this Resolution shall become effective immediately following its passage, THE PUBLIC WELFARE REQUIRING IT.

County Mayor

County Court Clerk

Date

Date

The next item on the agenda was to establish a speed limit of 30 MPH on Crooked Creek Dr. for a distance of approximately eight-tenths of a mile and Crooked Creek Cove (1/2 miles) in their entirety being located in Civil District 11 and providing for the Enforcement and Erection of Speed Zone signs thereon. Motion was made by Commissioner Lillard, seconded by Commissioner McCloud to establish said speed limit. Motion passed unanimously

RESOLUTION

BE IT RESOLVED, by the Board of County Commissioners and /or County Legislative Body of Fayette County, Tennessee, in regular session assembled on this 28th day of November 2006, being the fourth Tuesday of said month and the regular monthly meeting date of the November said County Legislative Body, in the Courthouse at Somerville, Tennessee, that Pursuant to the provisions of Chapter No. 357 of the Private Acts of Tennessee 1967-68, and amendment thereto, it shall be unlawful for any

person to operate or drive a motor vehicle in excess of Thirty (30) miles per hour on Crooked Creek Dr. (0.82 miles) and Crooked Creek Cove (0.11 miles) in their entirety, being located in 11th Civil District of Fayette County, Tennessee; and

BE IT FURTHER RESOLVED that any person violating the provisions of This Resolution shall be guilty of a misdemeanor and punished accordingly. The above is a copy of a Resolution filed in my office on the 25TH day of October 2006, by Commissioner David H. Lillard, Sr. Said Resolution may Be considered at any meeting of the Board of County Commission and /or County Legislative Body of Fayette County, Tennessee, at any time within two weeks after the date said Resolution was filed.

Commissioner Wilson made a motion to approve the following as Notaries Public: Jean Catherine Follmann, Thomas M. Minor, Mary E. Thompson, Sherry Dianne McCulley, Margaret A. McElroy, Shanna N. Greer, Kimberly Suzanne Akins, Allen Yancey, Jr., and Kathleen R. Huff. Motion was seconded by Commissioner Brewer, and passed unanimously.

The next item on the agenda were the nominations for two members for the Planning Commission. Commissioner Ed Allen made a motion to accept Mayor Taylor's recommendation that Dwain Beydler and Commissioner Joann Allen be appointed to the Planning Commission. Motion was seconded by Commissioner McCloud and passed with no opposition.

Chairman Taylor then recommended that Sheriff Riles be placed on the 911 Board. Commissioner Oglesby moved that Sheriff Riles be appointed. Commissioner Dowdle seconded the motion, and motion passed unanimously.

Chairman Taylor made recommendation that Ed Gaugh be appointed EMA Director to replace P.J. Bartholomew. Motion was made to appoint Ed Gaugh by Commissioner Burnette, second by Commissioner Dowdy. Motion passed unanimously.

Under unfinished business, the Mayor reported for his office, and Sheriff Riles reported for the sheriff's office.

Commissioner Myles Wilson then reported for the Education Committee, and said that public hearings would be set up in the Oakland area to address the overcrowding problem at Oakland Elementary. However, the committee feels that the overall solution will be to build a new school in the future.

Written reports were submitted by Juvenile Court and Public Works to be filed with the November minutes.

Under standing committees, minutes from the November 13, 2006, meeting of the Development Committee were presented by Commissioner David Lillard. Commissioner Lillard then moved to begin the 90 day comment period necessary to adopt the International Building Code. Motion was seconded by Commissioner Dowdle, and approved unanimously by the commission.

Commissioner Lillard moved to approve the Airport Contract submitted by Mr. Stan Hilton, which was the only one received by the County that was within budget. This motion was seconded by Commissioner Anderson, and after some discussion was passed unanimously by the Board, and adopted as follows:

FAYETTE COUNTY AIRPORT MANAGEMENT AGREEMENT

1. APPROVAL. This agreement supersedes all previous agreements and may be withdrawn unless accepted by Fayette County Government, herein called FCG within fifteen (15) days from its date. All terms and conditions are accepted by MidSouth Medical Imaging, LLC, DBA MidSouth Aero, herein called MSA. This constitutes the only agreement between the parties hereto, any understandings, oral or otherwise, do not constitute any valid agreement between the parties unless specifically included herein or made a part hereof. MSA agrees to provide a financial statement for FCG's consideration of MSA's ability to meet the financial obligations to complete the terms of this agreement.

2. LEASE. FCG agrees to lease and MSA agrees to manage the airport facility located at 1075 Airport Road, Sumerville, Tennessee, Fayette County, on the terms and conditions which follow. MSA agrees as conditions of this agreement to provide:

MSA shall operate the airport a minimum of 50 hours per week, 7 days per week, with actual operational hours determined by the season and business demands. MSA agrees to communicate with FCG routinely on all planned activities at airport.

MSA shall maintain phone lines for the conducting of airport business.

MSA shall keep grounds neat, clean, safe, and presentable, as determined by the Fayette County Advisory Board.

MSA shall provide 100LL aviation fuel for sale to the flying public during normal business hours unless situations beyond MSA's control deem otherwise.

Upon request by FCG, MSA will provide a report of fuel sales by gallon, retail sales, and rents within 2 business days of request. MSA will only use airport property and facilities according to conditions stated by Airport Advisory Board and in accordance with airport operational business.

MSA will charge tenants aircraft storage fees mutually agreed upon by MSA and FCG.

3. PRICE. FCG agrees to pay the annual lease price of \$12,525.00 and according to the terms as herein set out according to the terms stated in this agreement.

4. TERMS. An invoice for one twelfth of the annual lease agreement will be mailed to FCG and is due on the first of every month during the term of this agreement and payment in full shall be made to MSA within fifteen (15) days of receipt of invoice. Upon acceptance of this lease agreement by both parties, this agreement shall begin December 1, 2006 and terminate on November 30, 2008. It is further understood that either party may execute a thirty (30) day written termination of the lease on June 1, 2007 should either party deem continuance of agreement to the full term is not in the best interest of said party. Should either party decide not to execute the termination clause on June 1, 2007, the agreement will continue until the expiration date of this agreement. This contract may be extended for a period of eighteen (18) months upon mutual agreement.

5. LIABILITY FOR LOSS. MSA shall not be liable for loss, damage, or loss of use resulting from causes beyond its reasonable control or caused by fire, or civil or military authority, insurrection or riot, or acts of God in the real property owned by FCG. MSA will maintain insurance in the amount of \$1,000,000 during the term of this agreement for liability of completed operations, handling of tenants assets, MSA property and use of said property, general liability, and workers compensation as required by federal, state, and local governing authorities pertaining to MSA's business. MSA will list FCG as additional insured on all insurance policies pertaining to this agreement, with an insurer agreed upon by FCG. MSA shall indemnify and hold FCG harmless of any legal suit of negligence brought forth by an employee of MSA, or other party as a result of MSA's operations of Fayette County Airport. FCG agrees to provide insurance to cover any damage to tenant's stored property as caused by failure of real property structural failure of building, wiring, or plumbing.

6. PROVISIONS. In addition to the stated terms of lease payments, FCG agrees to provide the following provisions free of charge to MSA during the term of this agreement, or until changed by mutual agreement:

100% of revenue received from existing hangar and tie-down tenant's rental fees on airport property.

100% of revenue received from sales of fuel (which retail pricing will be agreed upon mutually by MSA and FCG), merchandise, and services rendered in conjunction with airport operations until such time as FCG erects a new fuel farm on airport property, at which time a new fuel sales agreement will be negotiated.

Basic utilities (electricity, water, sewer, landfill access) are provided to MSA free of charge.

7. MAINTENANCE OF PROPERTY. FCG agrees to provide repairs and maintenance to the real property owned by FCG as requested by MSA in a reasonable time frame and according to resources available to FCG for repairs.

8. TERMINATION. This agreement may be terminated by either party for reasons of breach of agreement provided a written notice of notification of breach of contract is given to party in breach of contract. Notified party shall have thirty (30) days to clear the conditions of the breach of contract to the satisfaction of the terms of this agreement and provide proof of compliance with the terms of this agreement to the notifying party on or before the thirty (30) day period. Failure to comply within this time will constitute a termination of this agreement. Legal fees, attorney fees, and court costs associated with termination of this agreement due to breach of contract shall be the sole responsibility of the non-prevailing party, unless deemed otherwise by a court of law in the State of Tennessee.

15. GENERAL. This agreement shall be governed by the laws of the State of Tennessee. This constitutes the entire agreement between the FCG and MSA with respect to the lease of the airport property and no representation or statement not contained in this Agreement shall be binding upon MSA as a warranty or otherwise. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by FCG of said property.

This agreement becomes a binding contract between MSA and FCG when signed, dated, and executed by representatives of both parties below.

[Signature]
FCG SIGNATURE AND DATE

County Mayor
TITLE
4/30/06

[Signature] 12-4-06
MSA SIGNATURE AND DATE

MEMBER
TITLE

Commissioner Lillard then moved to allow the expansion at the airport with the construction of T-hangars, which would be paid for with the proceeds for hangar rentals. Motion was seconded by Commissioner Cook, approved unanimously by the board.

Next, Commissioner Lillard moved to reaffirm a resolution previously passed by the commission on Eminent Domain. Motion was seconded by Commissioner Anderson, and approved unanimously by the Board as follows:

RESOLUTION

WHEREAS, the takings clause of the Fifth Amendment of the United States Constitution states: "nor shall private property be taken for public use, without just compensation";

WHEREAS, upon adoption, the Fourteenth Amendment of the United States Constitution extended the application of the Fifth Amendment to each and every state and local government;

WHEREAS, the takings clause of the Fifth Amendment of the United States Constitution has historically been interpreted and applied by the United States Supreme Court to be conditioned upon the necessity that Government assumption of private property through eminent domain must be for the public use and requires just compensation;

WHEREAS, the Constitution of Tennessee states in Article I, Section 21 "that no man's particular services shall be demanded or property taken, or applied to public use, without the consent of his representatives, or without just compensation being made therefore";

WHEREAS, Tennessee Code Annotated Section 29-17-101 allows the counties to exercise the power of eminent domain "for any county purpose";

WHEREAS, the opinion of the majority of the United States Supreme Court in *Kelo, et al. v. City of New London, et al.*, renders the public use provision in the takings clause of the Fifth Amendment without meaning;

WHEREAS, the majority opinion in *City of New London* justifies the forfeiture of a person's private property through eminent domain for the sole benefit of another private person;

WHEREAS, the dissenting opinion in *City of New London* upholds the historical interpretations of the takings clause and affirms that "the public use requirement imposes a more basic limitation upon government, circumscribing the very scope of the eminent domain power: Government may compel an individual to forfeit her property for the public's use, but not for the benefit of another private person";

WHEREAS, all levels of Government have a responsibility and moral obligation to always defend the property rights of individuals and to only execute their power of eminent domain for the good of public use and contingent upon the just compensation to the individual property owner;

WHEREAS, it is appropriate for the Fayette County Commission to take action, consistent with its limited powers, to restore the vital protections of the Fifth Amendment, and to uphold the provisions of Article I, Section 21 of the Constitution of Tennessee and to protect homes, small businesses and other private property rights against unreasonable government use of the power of eminent domain; and

WHEREAS, it is appropriate for the County of Fayette, Tennessee to take action to voluntarily limit its own power of eminent domain;

NOW, THEREFORE, BE IT RESOLVED that the Fayette County Commission interprets the phrase "for any county purpose" in Tennessee Code Annotated Section 29-17-101 to require that any use of eminent domain by the County must be for the public use;

FURTHER RESOLVED, that the County Commission disagrees with the majority opinion in the *City of New London* case and its holdings that effectively negate the public use requirement of the takings clause;

FURTHER RESOLVED, that the County Commission agrees with the dissenting opinion in *City of New London* in its upholding of the historical interpretation of the takings clause and its deference to the rights of individuals and their property;

FURTHER RESOLVED, that the term "public use" and "county purpose" shall not be construed to include economic development;

FURTHER RESOLVED, that this self-imposed limitation on the power of Fayette County government's use of eminent domain may be amended only with a two-thirds vote of the Fayette County Commission; and

FURTHER RESOLVED, that the provisions of this Resolution shall have no application as a limitation of the exercise by Fayette County of those police powers which are necessary to the safety and tranquility of a well-ordered community, nor of the general power over private property which is necessary for the orderly existence of all governments.

Commissioner Lillard stated that Commissioner Joann Allen had asked that the Development Committee start the process for re-examining the Capital Improvement Plan for the Adequate Facilities Tax. He then moved that the Commission approve a December 31st deadline for proposed projects to be considered for the 2007 AFT Capital Improvement Plan. Motion was seconded by Commissioner Joann Allen, and passed unanimously.

Motion was then made by Commissioner Lillard to allow Planning Director John Pitner to hire a civil engineer with a 4 yr degree to work on subdivision and land use for the county, to allow Jim Smith of Public Works, who is now doing that work, to have more time to devote to Public works projects. This motion was seconded by Commissioner Joann Allen, and approved unanimously by the Board

Motion was made by Commissioner Lillard, seconded by Commissioner Cox to accept the following roads as county roads:

ENCLAVE COURT (.20 mi) IN THE GROVE AT THE CLOISTERS SUBDIVISION

**ATTERBURY COVE (0.05mi.), ATTERBURY LANE (0.09mi), CANONBURY COVE (0.10mi.)
KINGSBURY LANE (0.09 mi) MILLBURY LANE (0.24), PRESTBURY PARKWAY (0.38 MI)
WESTBURY LANE(0.48 mi) IN CANTERBURY MANOR, PHASE II SUBDIVISION**

Said motion passed by unanimous vote.

Commissioner German then reported for the Health and Welfare Committee. He made a motion to comply with the Mayor's request to transfer oversight of the Solid Waste Department from the Public Works Department to the Mayor's Office, with all parties involved in agreement. Motion was seconded by Commissioner Harris and approved unanimously, adopting the following resolution:

RESOLUTION TO ASSIGN SOLID WASTE OVERSIGHT TO THE COUNTY MAYOR

WHEREAS, the Fayette County Commission on August 24, 2004, re-assigned the oversight of Solid Waste from the County Mayor to the Public Works Board under their authority of Fayette County Public Works Act of 1974, Section 21, and:

WHEREAS, uncertainty for responsibility was created by the resolution between management by the Public Works Board and the accountability for issuing of checks in the County Mayor's Office, and;

WHEREAS, landfill under Solid Waste's control can be used for recreational purposes if the County Commission has direct control of the property, and;

WHEREAS, savings to Solid Waste by the re-assignment have not come about due to legal requirements to segregate and account for Solid Waste and Public Works Funds;

NOW, THEREFORE BE IT RESOLVED by the County Commission of Fayette County:

SECTION 1. All Solid Waste operations, Director Charles Traylor, and management of the facilities shall be assigned to and overseen by the County Mayor.

SECTION 2. This resolution shall take effect upon adoption, the general welfare requiring it.

Adopted this 28th day of November, 2006.

Commissioner Dowdy then reported for the Criminal Justice and Public Safety Committee. He began by requesting that the agreement between Fayette County and the 9-1-1 Board be renewed. Motion was made by Commissioner Dowdle and seconded by Commissioner Cook to renew said dispatch agreement as follows:

AGREEMENT

This agreement, made and entered into by and between the Fayette County Emergency Communications District Board (hereinafter Board), party of the first part, and the County of Fayette, through the Fayette County Legislative body and/or Board of County Commissioners (hereinafter County), party of the second part.

WITNESSETH

WHEREAS, in order to provide location relevant information of the need of emergency services to the appropriate agencies throughout the County, the Board, in conjunction with companies including but not limited to, South Central Bell, and local utility companies, must make this collected information readily available and accessible to said agencies, and

WHEREAS, the Board is desirous of entering into an agreement with the Fayette County Board of Commissioners to provide certain services in exchange for said monies, all as approved by the Emergency Communications District Board in a regular meeting Tuesday, May 11, 1993, and

WHEREAS, this contractual arrangement is not unduly burdensome on the existing Sheriff's Office Staff and is mutually beneficial to both Board and County, and in furtherance of this agreement a resolution was adopted _____, authorizing the County Executive to enter into a contract with the Board for such information processing services by the Fayette County Sheriff's Office.

NOW THEREFORE, in consideration of the premises and of the mutual benefits to be derived therefrom, and pursuant to the approval of the Board as voted in the regularly scheduled meeting on May 11, 1993, and pursuant to the resolution of the County adopted _____, the parties hereby covenant and agree as follows:

1. The Board will pay a sum of two thousand dollars (\$2,000.00) per month to the County beginning _____ ending upon the 90 day written notice to be given by either party for a total sum of twenty-four thousand dollars (\$24,000.00) to be added into the County's budget for the Sheriff's Department. In addition, on a yearly basis the board will turn over and contribute to the county a \$30,000.00 grant awarded to the board. Said grant to be paid over only upon its receipt by the board.

2. In return, the County agrees to continue to allow the Sheriff's Office personnel to operate the 9-1-1 equipment according to training and policy mutually established by the Board and Sheriff's Office personnel. These duties shall include but shall not be limited to answering emergency calls in a timely manner, making proper notification of incorrect data or of the need for equipment maintenance to the appropriate agency or the Board. Nothing in this agreement shall be construed that any personnel of the Sheriff's office is an employee of the Board. Personnel of the Sheriff's office are under the sole control and management of the Sheriff.

3. This agreement shall be continuous until notice of termination is given by either party as set forth herein.

APPROVED:

CHAIRMAN/COUNTY MAYOR

, CHAIRMAN
FAYETTE COUNTY EMERGENCY
COMMUNICATIONS DISTRICT BOARD

DATE: _____

DATE: _____

Motion passed unanimously.

Motion was made by Commissioner Dowdy, seconded by Commissioner Wilson to approve the transfer of one car from the Sheriff's Department to the City of Braden and three cars from the Sheriff's Department to the School System, and that Sheriff Riles be allowed to accept from the School System a large van to be used as a Mobile Command vehicle. Motion was made by Commissioner Brewer, seconded by Commissioner Kelley to approve the request. Said motion passed unanimously.

Motion was then made by Commissioner Dowdle, seconded by Commissioner Dowdy, to give permission for the Sheriff to auction off surplus cars and equipment. Motion passed unanimously.

Mayor Taylor had presented to the Committee a proposal to institute a Death Benefit for all employees of Fayette County. Motion was made by Commissioner Harris, seconded by Commissioner Wilson to establish a death benefit policy covering all employees not currently covered by a county funded life insurance policy. Said motion passed unanimously as follows:

RESOLUTION TO ESTABLISH A DEATH BENEFIT FOR EMPLOYEES IN THE LINE OF DUTY

WHEREAS, Fayette County has dedicated employees who perform essential tasks for the good of the county; and,

WHEREAS, those employees during the course of their work for the county may encounter lethal dangers; and

WHEREAS, the Fayette County Commission wishes to provide relief and consideration to the family of the victim of those lethal dangers which occur in the "line of duty"; and

WHEREAS, the "line of duty" shall be:

1. During the employee's regular hours of employment
2. When summoned to an emergency by their supervisor or Sheriff's Dispatch
3. When representing Fayette County, including travel to and from the event

NOW, THEREFORE, BE IT RESOLVED by the county legislative body of Fayette County that effective October 1, 2006, a death benefit in the amount of \$20,000 shall be provided for the employees not already covered under a county life insurance policy who die in the "line of duty" for Fayette County, and to be paid out of Employee Insurance in the Employee Benefits section of the Fayette County Budget. The Fayette County Commission also gives authority to the Public Works Board, and the Fayette County School System to adopt, within their budgets, this resolution and its benefits.

Adopted this 28th day of November, 2006.

APPROVED: ATTEST:

County Commission Chairman

County Clerk

Commissioner Oglesby then reported for the Education Committee. Said report began with recommendation that the resignation of Bob Morris from the School Board be accepted and that seat declared vacant, with said vacancy to be filled at the next County Commission meeting. Commissioner Oglesby put the recommendation in the form of a motion, which was seconded by Commissioner Dowdle. Said motion passed unanimously.

Commissioner Oglesby stated that the meeting of the Education Committee was also attended by School Board Members, School Superintendent Myles Wilson, and several County Commissioners to discuss the need for space for more students in the school system. School needs were addressed, particularly overcrowding, and school board members were invited back to the next meeting to discuss possible solutions.

Commissioner Harris then reported for the Budget Committee. Commissioner Harris moved to allow the following changes to the Special Projects Fund 142, with no increase in funds. Motion was seconded by Commissioner Burnett, and passed unanimously.

FAYETTE COUNTY BOARD OF EDUCATION
FEDERAL PROJECTS FUND
FUND 142
SUBFUND 121 - TITLE I SCHOOL IMPROVEMENT
NOVEMBER, 2006

		INCREASE	DECREASE
71000	INSTRUCTION		
71100	REGULAR INSTRUCTION PROGRAM		
71100 722	Regular Instruction Equipment	\$12,439.84	
	TOTAL:	\$12,439.84	\$0.00

Total Increase: \$12,439.84

Revenue: 47141 Title I NCLB \$12,439.84

Revenue: Prior Total Available Funds \$4,129,532.69
Total Increase This Amendment \$12,439.84
Total Available Funds This Amendment \$4,141,972.53

Expenditures: Prior Total Estimated Expenditures \$4,129,532.69
Total Increase This Amendment \$12,439.84
Total Estimated Expenditures This Amendment \$4,141,972.53

Carry over balance on the Title I School Improvement program from 05/06 being used to purchase computers and other pieces of equipment to help schools make yearly improvements.

FAYETTE COUNTY BOARD OF EDUCATION
 FEDERAL PROJECTS FUND
 FUND 142
 SUBFUND 902 - IDEA
 NOVEMBER, 2006

		INCREASE	DECREASE
72000	SUPPORT		
72220	SPECIAL EDUCATION PROGRAM		
72220 105	Supervisor/Director	\$1,500.00	
72220 189	Other Salaries and Wages	\$18,057.00	
72220 201	Social Security	\$1,213.00	
72220 204	State Retirement	\$1,728.00	
72220 212	Medicare	\$284.00	
72220 299	Other Fringe Benefits	\$100.00	
72220 524	In-Service/Staff Development	\$2,118.00	
	TOTAL:	\$25,000.00	\$0.00

Total Increase: \$25,000.00

Revenue: 47143 Special Education IDEA \$25,000.00

Revenue: Prior Total Available Funds \$4,141,972.53
 Total Increase This Amendment \$25,000.00
 Total Available Funds This Amendment \$4,166,972.53

Expenditures: Prior Total Estimated Expenditures \$4,141,972.53
 Total Increase This Amendment \$25,000.00
 Total Estimated Expenditures This Amendment \$4,166,972.53

Discretionary allocation designed to improve Adequate Yearly Progress for children with disabilities.

FAYETTE COUNTY BOARD OF EDUCATION
 GENERAL PURPOSE FUND
 FUND 141
 NOVEMBER, 2006

		INCREASE	DECREASE
71000	INSTRUCTIONAL SERVICES		
71100	REGULAR INSTRUCTION PROGRAM		
71100 116	Teachers	\$60,173.00	
71100 201	Social Security	\$3,448.00	
71100 204	State Retirement	\$3,409.00	
71100 212	Medicare	\$806.00	
71100 429 HIV	Instructional Supplies and Materials	\$6,000.00	
	TOTAL:	\$73,836.00	\$0.00

71200	SPECIAL EDUCATION PROGRAM			
71200 116	Teachers		\$7,416.00	
71200 189	Other Salaries and Wages		\$258.00	
71200 201	Social Security		\$495.00	
71200 204	State Retirement		\$489.00	
71200 212	Medicare		\$116.00	
	TOTAL:		\$8,774.00	\$0.00
71300	VOCATIONAL EDUCATION PROGRAM			
71300 116	Teachers		\$4,376.00	
71300 201	Social Security		\$271.00	
71300 204	State Retirement		\$268.00	
71300 212	Medicare		\$63.00	
	TOTAL:		\$4,978.00	\$0.00
72000	SUPPORT SERVICES			
72110	ATTENDANCE			
72110 105	Supervisor/Director		\$258.00	
72110 201	Social Security		\$16.00	
72110 204	State Retirement		\$16.00	
72110 212	Medicare		\$4.00	
	TOTAL:		\$294.00	\$0.00
72130	OTHER STUDENT SUPPORT			
72130 123	Guidance Personnel		\$2,060.00	
72130 201	Social Security		\$128.00	
72130 204	State Retirement		\$127.00	
72130 212	Medicare		\$30.00	
	TOTAL:		\$2,345.00	\$0.00
72200	REGULAR INSTRUCTION PROGRAM			
72200 105	Supervisor/Director		\$1,030.00	
72210 129	Librarian		\$2,574.00	
72210 138	Instructional Computer Personnel		\$258.00	
72210 201	Social Security		\$239.00	
72210 204	State Retirement		\$267.00	
72210 212	Medicare		\$56.00	
72210 524 HSTW	In-Service/Staff Development		\$3,000.00	
	TOTAL:		\$7,424.00	\$0.00
72220	SPECIAL EDUCATION PROGRAM			
72220 105	Supervisor/Director		\$258.00	
72220 124	Psychological Personnel		\$258.00	
72220 135	Assessment Personnel		\$258.00	
72220 189	Other Salaries and Wages		\$258.00	
72220 201	Social Security		\$64.00	
72220 204	State Retirement		\$63.00	
72220 212	Medicare		\$15.00	
	TOTAL:		\$1,174.00	\$0.00
72230	VOCATIONAL EDUCATION PROGRAM			
72230 105	Supervisor/Director		\$258.00	
72230 201	Social Security		\$16.00	
72230 204	State Retirement		\$16.00	
72230 212	Medicare		\$4.00	
	TOTAL:		\$294.00	\$0.00

72260	ADULT EDUCATION		
72260 105	Supervisor/Director	\$258.00	
72260 201	Social Security	\$16.00	
72260 204	State Retirement	\$16.00	
72260 212	Medicare	\$4.00	
72260 399 WICC	Other Contracted Services	\$22,100.00	
72260 499 WICC	Other Supplies and Materials & Supplies	\$1,600.00	
72260 599 WICC	Other Charges	\$21,000.00	
	TOTAL:	\$44,994.00	\$0.00

72320	OFFICE OF THE SUPERINTENDENT		
72320 101	Administrative Officer	\$258.00	
72320 201	Social Security	\$16.00	
72320 204	State Retirement	\$16.00	
72320 212	Medicare	\$4.00	
	TOTAL:	\$294.00	\$0.00

72410	OFFICE OF THE PRINCIPAL		
72410 104	Principals	\$2,574.00	
72410 139	Assistant Principals	\$1,545.00	
72410 201	Social Security	\$255.00	
72410 204	State Retirement	\$253.00	
72410 212	Medicare	\$60.00	
	TOTAL:	\$4,687.00	\$0.00

73300	COMMUNITY SERVICES		
73300 499 FEF	Other Supplies and Materials	\$6,991.00	
	TOTAL:	\$6,991.00	\$0.00

73400	EARLY CHILDHOOD EDUCATION		
73400 105	Supervisor/Director	\$258.00	
73400 116	Teachers	\$2,317.00	
73400 201	Social Security	\$160.00	
73400 204	State Retirement	\$158.00	
73400 212	Medicare	\$38.00	
	TOTAL:	\$2,931.00	\$0.00

GRAND TOTAL: \$159,016.00 \$0.00

Total Increase: \$159,016.00

Revenues:	44570 FEF Contributions and Gifts	\$6,991.00
	46590 Other State Education Funds	\$93,889.00
	46790 HSTW Other Vocational	\$8,000.00
	47143 Special Education - Grants	(\$564.00)
	47210 WICC Jobs Training Partnership	\$44,700.00
	47590 HIV Other Feder Through State	\$6,000.00
	Total:	\$159,016.00

Revenue:	Prior Total Available Funds	\$23,722,990.82
	Audit Adjustments	\$31,440.29
	Total Increase This Amendment	\$159,016.00
	Total Available Funds This Amendment	\$23,913,447.11

Expenditure:	Prior Total Estimated Expenditures	\$23,245,125.00
	Total Increase This Amendment	\$159,016.00
	Total Estimated Expenditures This Amend.	\$23,404,141.00

Salaries and Benefits are the one-time State Funded Bonus for all Certificated Employees.

72210-524-HSTW is an additional amount on the State Allocation for High Schools That Work program . The funds are used for the operation of that program.

73300-499-FEF is the amount received from the Fayette County Education Foundation to fund grants that teachers received. It will be used to purchase instructional materials that were identified in the grants

71100-429-HIV is the amount received from the state after two teachers attended HIV training this summer. It will be used to purchase instructional materials for teaching HIV education.

72260 399, 499, 599 WICC Contract with the City of Memphis to pay for the expenses of the Fayette County Career Center beginning December 1, 2006

FAYETTE COUNTY BOARD OF EDUCATION
FEDERAL PROJECTS FUND
FUND 142
SUBFUND 101 - TITLE I
NOVEMBER, 2006

		INCREASE	DECREASE
71000	INSTRUCTION		
71100	REGULAR INSTRUCTION PROGRAM		
71100 429	Instructional Supplies and Materials	\$36,441.00	
71100 599	Other Charges	\$9,921.00	
71100 722	Regular Instruction Equipment	\$36,000.00	
	TOTAL:	\$82,362.00	\$0.00
72000	SUPPORT SERVICES		
72710	TRANSPORTATION		
72710 599	Other Charges		\$82,362.00
	TOTAL:	\$0.00	\$82,362.00
	GRAND TOTAL:	\$82,362.00	\$82,362.00

Total Increase/Decrease: \$0.00

These funds were "set aside" for transportation cost of Public School Choice but were not needed. Funds can now be used for other purposes.

FAYETTE COUNTY BOARD OF EDUCATION
 GENERAL PURPOSE FUND
 FUND 141
 OCTOBER, 2006

		INCREASE	DECREASE
72000	SUPPORT SERVICES		
72210	REGULAR INSTRUCTION PROGRAM		
72210 399 LIB	Other Contracted Services	\$1,000.00	
72210 499 LIB	Other Supplies and Materials	\$19,000.00	
72210 790 LIB	Other Equipment	\$20,000.00	
	TOTAL:	\$40,000.00	\$0.00
73400	EARLY CHILDHOOD EDUCATION		
73400 116 ECE	Teachers		\$9,341.00
73400 163 ECE	Educational Assistants		\$12,255.00
73400 201 ECE	Social Security		\$1,339.00
73400 204 ECE	State Retirement		\$1,683.00
73400 207 ECE	Health Insurance		\$6,018.00
73400 212 ECE	Medicare		\$313.00
73400 299 ECE	Other Fringe Benefits		\$97.00
73400 429 ECE	Instructional Supplies and Materials	\$31,046.00	
73400 116 LOT	Teachers	\$7,331.00	
73400 163 LOT	Educational Assistants	\$416.00	
73400 201 LOT	Social Security	\$480.00	
73400 204 LOT	State Retirement	\$487.00	
73400 207 LOT	Health Insurance	\$4,557.00	
73400 212 LOT	Medicare	\$112.00	
73400 299 LOT	Other Fringe Benefits	\$83.00	
73400 429 LOT	Instructional Supplies and Materials		\$13,466.00
73400 116 EXP	Teachers	\$11,566.00	
73400 163 EXP	Educational Assistants	\$15,045.00	
73400 201 EXP	Social Security	\$1,667.00	
73400 204 EXP	State Retirement	\$1,946.00	
73400 207 EXP	Health Insurance	\$6,976.00	
73400 212 EXP	Medicare	\$380.00	
73400 299 EXP	Other Fringe Benefits	\$115.00	
73400 310 EXP	Contracts w/Other Public Agencies	\$1,000.00	
73400 429 EXP	Instructional Supplies and Materials		\$23,695.00
73400 790 EXP	Other Equipment		\$15,000.00
	TOTAL:	\$83,207.00	\$83,207.00
	GRAND TOTAL:	\$123,207.00	\$83,207.00

Total Increase: \$40,000.00

Revenues:	44990 LIB Other Local Revenues	\$40,000.00
	Total:	\$40,000.00

Revenue:	Prior Total Available Funds	\$23,687,082.65
	Adjustment to Receivables	(\$4,091.83)
	Total Increase This Amendment	\$40,000.00
	Total Available Funds This Amendment	\$23,722,990.82

Expenditure:	Prior Total Estimated Expenditures	\$23,205,125.00
	Total Increase This Amendment	\$40,000.00
	Total Estimated Expenditures This Amend.	\$23,245,125.00

72200 LIB Fayette Ware grant for Library Media Center - from The Assisi Foundation

73400 Adjusting the Pre-School grants to meet salary and benefit needs for teachers and assistants in each program

FAYETTE COUNTY BOARD OF EDUCATION
FEDERAL PROJECTS FUND
FUND 142
SUBFUND 411- TITLE IV - DRUG FREE SCHOOLS
OCTOBER, 2006

		INCREASE	DECREASE
72000	SUPPORT SERVICES		
72130	OTHER STUDENT SUPPORT		
72130 189 PUB	Other Salaries and Wages		\$1,950.00
72130 201 PUB	Social Security		\$120.00
72130 204 PUB	State Retirement		\$150.00
72130 212 PUB	Medicare		\$29.00
72130 299 PUB	Other Fringe Benefits		\$9.00
72130 355 PUB	Travel		\$500.00
72130 499 PUB	Other Supplies and Materials	\$555.00	
72130 499 FA	Other Supplies and Materials	\$3,255.00	
72130 524 FA	InService/Staff Development		\$1,422.00
72130 499 RA	Other Supplies and Materials	\$1,370.00	
72130 524 RA	InService/Staff Development		\$1,000.00
	TOTAL:	\$5,180.00	\$5,180.00

Total Increase/Decrease: \$.00

Private School Allocations were more than anticipated and adjustments were made

Next Commissioner Harris moved to approve the salary request for Courthouse Employees as presented in the Budget Committee with a start date of January 1, 2007. After some discussion as to who would be included as Courthouse Employees, Commissioner Logan moved to add the Librarian's Administrative Assistant to the Courthouse Employees, and to include Public Works and approve the increase. Motion was seconded by Commissioner Wilson and passed on roll call vote as follows: Voting "YES": Commissioners Ed Allen, Brewer, Cook, Cox, Dowdle, Dowdy, Giant, German, Harris, Karcher, Kelley, Logan, Oglesby, and Wilson (14)
 Voting "NO": Commissioners Joann Allen, Anderson, Burnette, Lillard, and McCLOUD (5)

Fayette County Budget 2006-2007

Employee Pay Adjustments

Tuesday September 19, 2006

		Original		Proposed		Total Increase In Pay Per Position w/o Benefits	Total Increase In Pay Per Position w/ Benefits
Office	Position	Number of Positions	Current Pay	Pay w/ 3% COL Increase	Proposed Pay		
Property Assessor	Admin Asist	1	\$ 26,369	\$27,160	\$ 30,000	\$ 2,840	\$ 3,314
	Deputy 1	1	\$ 23,105	\$23,798	\$ 26,500	\$ 2,702	\$ 3,153
	Deputy 2	1	\$ 21,950	\$22,609	\$ 25,000	\$ 2,392	\$ 2,791
	Fieldman	1	\$ 32,203	\$33,169	\$ 33,169	\$ (0)	\$ (0)
County Clerk	Admin Asist	1	\$ 26,369	\$27,160	\$ 30,000	\$ 2,840	\$ 3,314
	Deputy 1	1	\$ 23,105	\$23,798	\$ 26,500	\$ 2,702	\$ 3,153
	Deputy 2	3	\$ 21,950	\$22,609	\$ 25,000	\$ 7,175	\$ 8,373
Clerk and Master	Admin Asist	1	\$ 26,369	\$27,160	\$ 30,000	\$ 2,840	\$ 3,314
	Deputy 1	1	\$ 23,105	\$23,798	\$ 26,500	\$ 2,702	\$ 3,153
	Deputy 2	1	\$ 21,950	\$22,609	\$ 25,000	\$ 2,392	\$ 2,791
Register of Deeds	Admin Asist	1	\$ 26,369	\$27,160	\$ 30,000	\$ 2,840	\$ 3,314
	Deputy 1	1	\$ 23,111	\$23,804	\$ 26,500	\$ 2,696	\$ 3,146
	Part-time	2	\$ 10,921	\$11,249	\$ 12,500	\$ 2,503	\$ 2,921
County Trustee	Admin Asist	1	\$ 26,369	\$27,160	\$ 30,000	\$ 2,840	\$ 3,314
	Deputy 1	1	\$ 23,105	\$23,798	\$ 26,500	\$ 2,702	\$ 3,153
	Deputy 2	1	\$ 21,950	\$22,609	\$ 25,000	\$ 2,392	\$ 2,791
Court Clerk	Admin Asist	2	\$ 26,369	\$27,160	\$ 30,000	\$ 5,680	\$ 6,629
	Deputy 1	4	\$ 23,105	\$23,798	\$ 26,500	\$ 10,807	\$ 12,613
	Deputy 2	5	\$ 21,950	\$22,609	\$ 25,000	\$ 11,958	\$ 13,956
County Mayor	Purchasing Director	1	\$ 37,409	\$38,531	\$ 41,000	\$ 2,469	\$ 2,881
	Supervisor	1	\$ 36,460	\$37,554	\$ 40,000	\$ 2,446	\$ 2,855
	Clerical	1	\$ 27,160	\$27,975	\$ 30,000	\$ 2,025	\$ 2,364
Building/Development	Building Inspector	2	\$ 31,500	\$32,445	\$ 36,000	\$ 7,110	\$ 8,298
	Office Manager	1	\$ 28,500	\$29,355	\$ 30,500	\$ 1,145	\$ 1,336
	Deputy 2	1	\$ 21,945	\$22,603	\$ 25,000	\$ 2,397	\$ 2,797
Ambulance	Office Manager	1	\$ 25,640	\$26,409	\$ 30,000	\$ 3,591	\$ 4,191
Elections	Admin Asist	1	\$ 26,369	\$27,160	\$ 30,000	\$ 2,840	\$ 3,314
Total						\$ 113,234	

Motion was then made to fix the new EMA Director's salary at 30,000.00 yearly by Commissioner Harris, seconded by Commissioner Brewer. Commissioner Joann Allen then moved to approve the motion unanimously, motion was seconded by Commissioner Oglesby, and said motion was approved unanimously.

Motion was made to cap the salary of the Civil Engineer to be hired on the recommendation of Planning Director John Pitner at \$45,000.00 yearly by Commissioner Harris, seconded by Commissioner Logan and passed unanimously by the Board.

Motion was then made by Commissioner Harris, seconded by Commissioner McCloud to approve the following resolution for issuance of Capital Outlay Notes for funding of the Justice Complex. Motion passed unanimously.

THREE YEAR INTERFUND LOAN CAPITAL OUTLAY NOTES

RESOLUTION OF THE GOVERNING BODY OF FAYETTE COUNTY, TENNESSEE, AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF THREE YEAR INTERFUND LOAN CAPITAL OUTLAY NOTES NOT TO EXCEED \$3,000,000.00

Whereas, the Governing Body of Fayette County, Tennessee (the Local Government) has determined that it is necessary and desirable to provide funds for the following public works project, a proposed Criminal Justice Center, and

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose, and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated, local governments in Tennessee are authorized to finance the cost of the Project through the issuance and sale of interest bearing capital outlay notes with a maturity of up to three years upon the approval of the State Director of Local Finance, and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project,

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of Fayette County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the State Director of Local Finance, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Three Million Dollars (\$3,000,000.00) (the "Notes") upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "Criminal Justice Center Capital Outlay Notes, Series 2007", shall be numbered serially from 1 upwards, shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon by the legislative governing body; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed five percent (5%) per annum, and in no event shall the rate exceed the legal limits provided by law

Section 2. That, the Notes shall mature not later than three (3) years after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be equal to or greater than the final maturity of these notes and any extensions thereof. Provided, however, that unless otherwise approved by the State Director of Local Finance, each year the Notes are outstanding, one-third (1/3), but in no

event not less than one-ninth (1/9), of the original principal amount of the Notes shall mature without renewal but subject to prior redemption.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount.

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the County Clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the County Trustee of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Notes will be issued in fully registered form and that at all times during which any Notes remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That, the Notes shall be in substantially the form attached hereto and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

Section 8. The Notes shall not be sold until receipt of the State Director of Local Finance's written approval for the sale of the Notes.

Section 9. That, the Notes are hereby designated as qualified tax-exempt obligations for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986.

Section 10. That, after the sale of the Notes, and for each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the State Director of Local Finance (the "Director".) The budget shall be kept balanced during the life of the notes. The annual budget shall be submitted to the Director immediately upon its adoption, however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director.

Section 11. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 2006

(Local Government Chief Executive)

ATTESTED: _____
Sue Culver, County Clerk

Motion was then made by Commissioner Harris, seconded by Commissioner Oglesby to allow the Mayor to apply for a loan for up to \$100,000.00 for the West Fayette Fire Station for expansion from the Rural Development Agency. Motion was unanimously approved by the Commission.

Commissioner Harris moved to allow the Mayor to move forward with the loan application to Rural Development for \$600,000.00 for expansion of the Airport and building of T-hangars, with the loan to be paid back from proceeds from hangar rental. Motion was seconded by Commissioner Dowdy and approved unanimously.

Under the heading of "New Business" Commissioner Dowdy moved to cancel the December meeting of the Board. Motion was seconded by Commissioner Dowdle and approved unanimously.

RESOLUTION TO CANCEL DECEMBER 2006 COUNTY COMMISSION MEETING FOR FAYETTE COUNTY

WHEREAS, *Tennessee Code Annotated*, §§ 5-5-104, permits counties, upon a majority vote of their respective county legislative bodies, to enact a resolution stipulating the time, day and place of their county legislative body's regular meeting; and,

WHEREAS, Fayette County is required to have at least four meetings per year, and has fulfilled the requirement;

WHEREAS, the December Fayette County Commission meeting would occur during the busy holiday season surrounding Christmas and New Year's;

WHEREAS, there being no urgent business of the Fayette County Commission, or business that cannot be resolved by a special called meeting of the Fayette County Commission;

NOW, THEREFORE, BE IT RESOLVED by the county legislative body of Fayette County that the December 26, 2006 meeting of the Fayette County Commission is cancelled.

Adopted this 28th day of November, 2006.

APPROVED: ATTEST:

County Commission Chairman

County Clerk

With no further business to be presented, said meeting was adjourned.

Rhea Taylor, County Mayor
