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FAYETTE COUNTY LEGISLATIVE BODY

MARCH 27, 2007

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session at the Courthouse in Somerville, Tennessee, on the 27th of March, 2007. 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, Larry Cook; Odis Cox; Lee "Sissy" Dowdle; John F. Dowdy; Ron Gant; Willie German, Jr.; 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. Reverend Kenneth Culver addressed the Board with concerns regarding the need for a cut through at Highway 64 and Glengary Road in front of Warren Community Church and Springhill CME Church, and asked that the Board adopt a resolution to endorse a median cut in Highway 64 at Glengary Road. At this time, Commissioner Kelley moved that such resolution be adopted. Upon second by Commissioner Gant, the following resolution was passed unanimously by the Board:

RESOLUTION TO ENDORSE MEDIAN CUT IN HIGHWAY 64 AT GLENGARY ROAD

WHEREAS, the Tennessee General Assembly is in session and deciding the use of all Tennesseans taxes and

WHEREAS, there is a hazard crossing Highway 64 at Glengary Road in front of Warren Community Church and Springhill CME Church in the western part of Somerville and

WHEREAS, A road cut front of Glengary Road will alleviate this hazard and provide a more efficient traffic flow and

WHEREAS, time is of the essence in convincing the Tennessee General Assembly to fund the Tennessee Department of Transportation for the needed improvements

NOW THEREFORE BE IT RESOLVED that the County Commission of Fayette County does hereby endorse such efforts to encourage its representatives to find funding for these improvements to correct these hazards and that this resolution is sent to State Representative Delores Gresham and State Senator John Wilder to garner their support for this project.

A resident of Oakland then spoke regarding concerns about the Oakland Water system, stating that repairs average from five to twenty thousand dollars per household, with one known case of fifty thousand dollars in repairs. Chairman Taylor stated that a representative from MTAS is trying to free his schedule to set a convenient time to meet with the citizens of Oakland to advise them regarding this situation.

Connie Doyle then addressed the Board, introducing the spokesperson for "Relay for Life", Ryan Pattat. Mr. Pattat then addressed the board and the audience with his personal experience and requested that the Board adopt a resolution proclaiming June 1, 2007, as "Relay for Life Day" in Fayette County. Commissioner Dowdle then moved to adopt the resolution, and upon second by Commissioner Oglesby, the following resolution was passed unanimously by the Board:

RESOLUTION FOR RELAY FOR LIFE DAY

March 27, 2007

WHEREAS, the American Cancer Society raises funds for research toward the treatment and cure of all types of cancer, and

WHEREAS, many Fayette County residents have been victims of cancer or have had a close friend or relative who has had cancer, and

WHEREAS, the major fund raiser for the American Cancer Society in Fayette County is the Relay For Life where teams compete to see who can raise the most money, and

WHEREAS, the highlight of the fundraiser is an annual celebration held at the Fayette-Ware football field.

NOW, THEREFORE, BE IT RESOLVED by the Fayette County Commission that June 1, 2007, is *Relay For Life Day* in Fayette County and that the Fayette County Commission supports the local efforts by encouraging other groups not to schedule events to conflict with this honorable event .

The first item on the agenda was the approval of the minutes for February, 2007. Commissioner Anderson stated that a correction needed to be made regarding his motion that for now we use the existing school facilities and hold off on construction to add "that the Board of Education be encouraged to do an independent study to determine how to adequately use current space and the need for new construction in the future". Commissioner Ed Allen stated that on the same page "Commissioner Burnette" should be changed to read "Commissioner Oglesby". Commissioner McCloud then moved that the minutes be approved with these corrections, and Commissioner Dowdy seconded it. Motion passed unanimously.

Next, Chairman Taylor opened the floor for a public hearing regarding the rezoning of a 227 acre tract located on the north side of Wade Drive across from Pulliam Road in Civil District 11 from R-1 to RPED.

Speaking for the rezoning was Mark Beutelschiese, attorney for Tom Taylor, one of the developers.

Speaking against the rezoning was Susan Plyler and her son Will Plyler, owners of the WW Ranch, and Wayne Williams.

John Pitner, Planning Director, stated that this property was on the agenda for rezoning last month but was delayed. He stated that the Planning Commission had approved the rezoning at first, but was now concerned about road improvements that the County may have to pay for.

After much discussion, motion was made by Commissioner Lillard, seconded by Commissioner Dowdle to table this rezoning and send it back to the planning commission. A roll call vote was taken with the following results:

Voting "YES": Commissioners Ed Allen, Joann Allen, Dowdle, Lillard, and Oglesby (5)

Voting "NO": Commissioners Anderson, Brewer, Cook, Cox, Dowdy, Gant, German, Harris, Karcher, Kelley, McCloud, and Wilson (12)

"PASSING": Commissioner Logan.

Thereupon, said motion failed.

Motion was then made to allow the rezoning by Commissioner Gant, seconded by Commissioner Brewer. The following roll call vote resulted:

Voting "YES": Commissioners Anderson, Brewer, Cook, Dowdy, Gant, German, Harris, Karcher, McCloud, and Wilson (10)

Voting "NO": Commissioners Joann Allen, Cox, Dowdle, Lillard, and Oglesby (5)

"PASSING": Commissioners Ed Allen, Kelley, and Logan (3)

Thereupon said motion passed.

A RESOLUTION TO AMEND THE FAYETTE COUNTY ZONING MAP TO REZONE FROM R-1(RURAL RESIDENTIAL) TO RPED(RURAL PRESERVATION AND ENHANCEMENT DISTRICT A CERTAIN TRACT OF LAND LOCATED NORTH OR WADE DRIVE IN CIVIL DISTRICT NUMBER 11

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 Sections 13-7-105 the Fayette County Board of Commissioners is empowered to amend the number, shape, boundary, area of any regulation of or within any district or districts or any other provision of the zoning resolution following submission of the amendment of the regional planning commission for its approval, disapproval or suggestions and following a public hearing at least fifteen(15) days notice of the time and place of which is given by one (1) publication in a newspaper of general circulation in the county; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendments by the Fayette County Regional Planning Commission on February 5, 2007, the time and place of which was published with at least five (5) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County; and

WHEREAS, pursuant to Tennessee Code Annotated Section 13-7-105 and Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed amendments by the Fayette County Board of Commissioners on March 27, 2007, the time and place of which was published with at least fifteen (15) days advance notice in the Fayette Falcon newspaper of general circulation in Fayette County;

NOW THEREFORE BE IT RESOLVED BY THE FAYETTE COUNTY BOARD OF COMMISSIONERS, IN REGULAR SESSION ASSEMBLED THIS 27TH DAY OF MARCH, 2007:

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

Situated in the 11th District of Fayette County, Tennessee and being known as Tracts No. 1,2, and 3 of the property conveyed to Henry Hutton by deed recorded in Deed Book 525, Page 153 in the Fayette County Register's Office, further bounded and described as follows:

Beginning at a cotton picker spindle found at a Southwesterly corner of land conveyed to Howard Conners by deed recorded in instrument #06005443 in the Fayette County Register's Office and lying in the centerline of Wade Road;

THE FOLLOWING THIRTEEN COURSES RUN ALONG THE GENERAL ALIGNMENT OF THE CENTERLINE OF WADE ROAD

- I Thence South 78° 59' 05" West a distance of 152.48 feet to a point;
- II Thence South 84° 57' 03" West a distance of 189.93 feet to a point;
- III Thence South 89° 51' 41" West a distance of 687.80 feet to a point;
- IV Thence North 81° 41' 40" West a distance of 214.11 feet to a point;
- V Thence North 69° 38' 50" West a distance of 377.45 feet to a point;
- VI Thence North 76° 00' 24" West a distance of 383.49 feet to a point;

- VII Thence North 77° 35' 43" West a distance of 318.90 feet to a point;
- VIII Thence North 82° 31' 35" West a distance of 101.75 feet to a point;
- IX Thence North 86° 56' 01" West a distance of 315.83 feet to a point;
- X Thence North 89° 53' 55" West a distance of 264.36 feet to a point;
- XI Thence North 89° 02' 51" West a distance of 487.10 feet to a point;
- XII Thence North 82° 30' 13" West a distance of 500.00 feet to a point;
- XIII Thence South 89° 13' 22" West a distance of 814.60 feet to a point lying in said centerline at its intersection with the Southerly prolongation of the Easterly line of land conveyed to Haywood Grandberry by deed recorded in Deed Book 181, Page 23 in the Fayette County Register's Office;
- XIV Thence along said Southerly prolongation, the Easterly line of land so conveyed to Grandberry, and an Easterly line of land conveyed to William Plyler by deed recorded in Deed Book 272, Page 37 in the Fayette County Register's Office, North 00° 05' 53" West a distance of 1754.23 feet to a fence corner found at an interior corner of land so conveyed to Plyler;
- XV Thence along a Southerly line of land so conveyed to Plyler, South 89° 30' 58" East a distance of 2714.94 feet to an axle found at a Southwesterly corner of land conveyed to Betty Henley by deed recorded in Deed Book 219, Page 565 in the Fayette County Register's Office;
- XVI Thence along a Southerly line of land so conveyed to Henley, North 89° 25' 35" East a distance of 2289.93 feet to a fence corner found at an interior corner contained, therein;
- XVII Thence along a Westerly line of land so conveyed to Henley, South 01° 10' 34" East a distance of 105.68 feet to an iron pipe found at a Southwesterly corner, thereof;
- XVIII Thence along a Southerly line of land so conveyed to Henley, North 89° 29' 16" East a distance of 577.50 feet to an iron pipe found at a Southeasterly corner, thereof, and lying in a Westerly line of land so conveyed to Howard Conners;
- XIX Thence along a Westerly line of land so conveyed to Conners, South 00° 03' 42" East a distance of 1141.78 feet to an iron pipe found at an interior corner contained, therein;
- XX Thence along a Northerly line of land so conveyed to Conners, South 89° 58' 35" West a distance of 824.53 feet to an iron rebar with cap found at a Northwesterly corner, thereof;
- XXI Thence along said Westerly line, South 00° 16' 06" West a distance of 880.45 feet to the place of beginning and containing 231.21 acres of land, more or less, as surveyed, calculated and described in April, 2007 by Kenneth O. Beckwith, RLS 2083, subject to all legal highways and easements of record. Bearings contained herein are based on an assumed meridian and are intended to indicate angles only.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its passage. THE PUBLIC WELFARE REQUIRING IT.

Next on the agenda was the establishment of a speed limit of 30MPH on a 1.4 mile stretch on Warren Road. Motion was made Commissioner Joann Allen, seconded by Commissioner Anderson to establish said speed limit. Floor was then opened for public hearing, but no one spoke for or against. After a great deal of discussion, motion was made to table this resolution for thirty days by Commissioner Anderson, second by Commissioner Dowdy. Vote was 17 in favor of tabling the resolution, and 1 against. Said motion was tabled.

The next item on the agenda was the approval of the following as notaries public; Brenda K. Beeman; Lori Bidwell; Dorothy D. Cannon, David L. Douglas, Jennifer C. Howell, Angela D. Kerby, and Mary E. Ward. Motion was made by Commissioner Wilson, seconded by Commissioner Brewer, and approved unanimously by the Board.

Chairman Taylor reported for the Mayor's Office, stating that Department heads had been notified that next year's budget requirements are due by April 2, and that he is working on the commissioner's I D cards.

Commissioner Wilson then reported for the Development Committee, stating that the Mayor had asked to be allowed to contract with the University of Memphis to assemble a simple GIS disk with county information to be used by county government agencies. The disk will take about a month to assemble and should be ready in May. at a

cost of about \$1725. Commissioner Wilson stated that the Committee recommends approval, but this would be covered under the Budget Committee report. Several items were discussed by the committee but at this report none requires any further action.

Commissioner Dowdy reported for the Criminal Justice and Public Safety Committee. He stated that the committee recommends approval of an Interlocal Drug Enforcement Agreement between Fayette County and the City of Oakland, where each department would contribute manpower and would share equally in any confiscated items, which he put in form of a motion. Second was provided by Commissioner Dowdle and said agreement was passed unanimously by the Board.

INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT

FOR THE

FAYETTE COUNTY - CITY OF OAKLAND DRUG INTERVENTION TEAM

This agreement is entered into by and among the undersigned parties, for and on behalf of their respective governing bodies, that being the City of Oakland and the County of Fayette in the State of Tennessee.

WHEREAS, TENNESSEE CODE ANNOTATED, SECTION 12-9-101 through 12-9-109 et seq., authorizes public agencies in this state to enter into interlocal cooperation agreements; and,

WHEREAS, TENNESSEE CODE ANNOTATED, SECTION 6-54-307, authorizes law enforcement agencies to provide one another with mutual assistance in law enforcement; and,

WHEREAS, TENNESSEE CODE ANNOTATED, SECTION 58-2-601 et seq., authorizes local governments to provide one another with emergency assistance; and,

WHEREAS, the local governments which are parties to this agreement wish to avail themselves of all authority conferred by these statutes and any other provision of law, to create and operate a Drug Intervention Team for the City of Oakland and Fayette County, Tennessee which will identify and prosecute the users, sellers, distributors, transporters, and manufacturers of controlled substances within Fayette County and the City of Oakland ; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional Drug Intervention Team be created.

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

1. **PURPOSE.** The purpose of the Fayette County - City of Oakland Drug Intervention Team is to consolidate the efforts, information, experience and resources of the individual law enforcement agencies within the City of Oakland and Fayette County to increase effectiveness and avoid duplication of effort in the identification and prosecution of the users, sellers, distributors, and manufacturers of controlled substances within the City of Oakland and Fayette County Tennessee. The major drug enforcement activities within the jurisdiction of the local governments entering into this Agreement will be consolidated and conducted by the Drug Intervention Team. However, this Agreement does not prohibit or otherwise restrict drug arrests by law enforcement officers not assigned to the Drug Intervention Team.

2. **BOARD OF DIRECTORS.** A joint Board will be created consisting of the Sheriff of Fayette County and the Chief of Police of the City of Oakland or their designated representatives, which joint board shall have the responsibility of carrying out the powers designated herein.

Meetings. The Board will establish the time, date and place for its regular meetings. Special meetings may be called by either Board member as circumstances dictate.

Voting. Each member of the Board of Directors will have an equal vote in the conduct of business.

Compensation. Members of the Board will serve without additional compensation.

Duties. Overall guidance of the Drug Intervention Team operations, including the setting of investigative priorities and general operation procedures, is vested in the Board of Directors. The duties of the Board include, but are not limited to the following:

- (1) Selecting a Drug Intervention Team Director. Such person may be assigned from a participating law enforcement agency or governmental entity or hired in addition to assigned personnel, if funding permits.
- (2) Approving recommended personnel for assignment to the Drug Intervention Team and recommending the discharge, suspension or transfer of Drug Intervention Team personnel.
- (3) Overseeing the finances of the Drug Intervention Team operations to ensure compliance with the procedures required by the State Comptroller and internal financial policies established by the Board.

3. **DRUG INTERVENTION TEAM DIRECTOR.** The Drug Team Director is selected by the Board and serves as the principal liaison between the Drug Team and the Board. The day-to-day operations of the Drug Intervention Team will be supervised by the Team Director. The duties of the director include, but are not limited to the following:

- (1) Approving the expenditure of the Drug Team funds and maintaining accounts of such funds, as required by the State Comptroller and internal procedures established by the Board.
- (2) Insuring the timely preparation of all reports on Drug Team activities.
- (C) Preparing press releases and press information when necessary and in conjunction with the Board of Directors.
- (D) Prepare procedures for the day-to-day Drug Team operations, to be approved by the Board of Directors and direct activities of the Drug Team members.

4. **CONTRIBUTION OF PARTICIPATING LOCAL GOVERNMENTAL ENTITIES.** The participating governmental entities agree to contribute to the formation and operation of the Fayette County - City of Oakland Drug Intervention Team on an equal basis as necessary and will be determined by the Board of Directors.

5. **FINANCIAL MATTERS.** The financial affairs of the Fayette County - City of Oakland Drug Intervention Team will be conducted in accordance with the state law and the procedures established by the State Comptroller. Each law enforcement agency participating in the Fayette County - City of Oakland Drug Intervention Team will remain responsible for their individual Drug Fund Account as required by Statute. As it becomes necessary the Board of Directors will authorize their respective agency to disburse equal amounts of cash to support the Team drug enforcement operations. All disbursements will be turned over to the Drug Team Director and used as necessary for the operation of the Drug Team. All proceeds received in the form of fines, grants, seizures and forfeitures will be divided equally between all participating agencies and deposited into their respective Drug Fund Accounts.

PURCHASING. The Board may adopt rules and procedures concerning purchasing. The purchasing procedures of the Drug Intervention Team must comply with sound purchasing procedures and the rules established by the State Comptroller.

ACCOUNTING AND REPORTING. The Drug Intervention Team must conduct its financial affairs and maintain its records according to sound accounting principles and according to the procedures established by the State Comptroller. The Team Director must file a financial report with the Board at the conclusion of all operations.

6. PROPERTY OF THE DRUG INTERVENTION TEAM

PERSONAL PROPERTY AND EQUIPMENT. Each participating agency will assist in making available the property and equipment necessary for the operation of the Drug Team. All property and equipment supplied by the participating agencies to the Drug Team will remain the property of that agency.

REAL PROPERTY. The Drug Intervention Team has no authority to purchase real property or hold real property in the name of the Drug Team.

DISPOSAL OF DRUG TEAM PROPERTY. Obsolete or surplus property obtained by the Drug Team will be disposed of as the Board directs. Such disposal must comply with the general law and sound business practices. In the event this Agreement is partially or completely terminated as provided in Section 12 of this Agreement, the property in control of the Drug Team will be distributed by the Board, to one of the law enforcement agencies of the participating governmental entities.

7. PERSONNEL MATTERS.

DRUG TEAM MEMBERS. Drug Team members must be full time law enforcement officers employed by the law enforcement agency of a participating governmental entity. Such officers must be qualified law enforcement officers as required by the Tennessee Peace Officers Standards and Training Commission and T.C.A. 38-8-101 *et seq.*

EMPLOYEE STATUS AND BENEFITS. Each officer assigned to the Drug Team will remain an employee of the law enforcement agency of the participating governmental entity for the purposes of compensation and benefits. Salaries will be paid by the respective local government employers, and each officer will retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration and workman's compensation.

ASSIGNMENT AND TRANSFER OF OFFICERS. Each law enforcement agency of the participating local governments will recommend officers for assignment to the Drug Team. The assignment of such officers is subject to Board approval. The officer, the officers agency, the Drug Team Director, or the Board may request changes in the officers assigned to the Drug Team. Such changes or transfers are subject to Board approval.

8. **POLICIES.** Law enforcement officers assigned to the Drug Team remain obligated to follow the rules and policies of the law enforcement agency employing them.

9. **STATUS OF DRUG TEAM MEMBERS.** Each local government entity entering into this Agreement agrees that all officers assigned to the Drug Team will be entitled to all rights, privileges, exemptions and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the local government by which the officer is employed.

10. **JURISDICTION OF THE DRUG TEAM.** Each local government entering into this Agreement agrees that each and every law enforcement officer assigned to the Drug Team may enter its jurisdiction at any time, and that such officer will have the same rights, powers, duties, privileges, and immunities in its jurisdiction as one of its law enforcement officers.

11. LIABILITIES

OFFICERS ASSIGNED TO THE DRUG TEAM REMAIN EMPLOYEES OF THEIR EMPLOYING AGENCY. Each law enforcement officer assigned to the Drug Team will remain an employee of the local government by which the officer was employed prior to the assignment. The conduct and actions of such officer will remain the responsibility of the government employing the officer. Any civil liability arising from the actions of a law enforcement officer engaged in Drug Team activities will be assumed by the employing local government in the same manner and to the same extent as if the actions were committed within the jurisdiction of the employing local government during the normal course of the officer's employment, independent of the drug team.

Drug Team officers will be considered employees of the city or county hiring them, within the meaning of the Tennessee Governmental Tort Liability Act. At no time will such officers be considered the employee of any other city or county.

NO ASSUMPTION OF LIABILITY FOR NON-EMPLOYEES. No local government entity entering into this Agreement is assuming any liability for itself, its officers or its employees for the actions of any employees of another party assigned to the Drug Team, or for the actions or policies of the Drug Team Board.

WAIVER OF CLAIMS. Each participating local government agrees that it will make no claim for compensation for any damages or loss to its equipment, or for personal injury, including death, to its employees, occurring as a consequence of Drug Team activities, against any other participating local governments and that all such claims are waived. Pursuant to **Tennessee Code Annotated 29-20-107 (f)**, employees of the responding party acting at the scene of the emergency shall be considered employees of the requesting party for tort liability purposes.

The parties hereto agree that no claims for compensation will be made by a party hereto against the other party for loss, damage or personal injury which may occur in consequence of mutual assistance rendered hereunder, and that any and all rights and claims asserting such are hereby expressly waived.

At all times officers of the responding agency shall be considered to be employees of the responding agency and to be acting within the course and scope of their employment for purposes under the Governmental Tort Liability Act and/or Workers Compensation Law of the State of Tennessee.

12. **DURATION AND TERMINATION OF AGREEMENT.** The duration of this Agreement is perpetual. The Agreement will be partially terminated by the withdrawal of a participating local government. A participating local government may withdraw at any time, provided it gives written notice of its intent to withdraw to the Drug Team Board of Directors at least ninety (90) days in advance. The Agreement will be completely terminated by agreement of the participating agencies or where there is only one local government which has not withdrawn.

13. **ADDITION OF PARTIES.** Other local governmental entities may become parties to this Agreement by notification of all participating local governmental entities and the Drug Team Board of Directors of their desire to participate. Upon approval of this Agreement by the governing body of the governmental entity seeking participation, this Agreement is deemed to be modified to include such governmental entity or entities.

14. **EFFECTIVE DATE.** This Agreement will take effect after its terms are approved by the governments which are parties hereto.

15. This Agreement shall be valid only when it is executed by the mayor of the City of Oakland and the Mayor of Fayette County pursuant to the resolution of each jurisdiction authorizing them to so execute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and of this year.

Commissioner Dowdy stated that the committee also recommended that the "spec" building owned by Fayette County be changed from an economics facility to an emergency services facility to allow for storing emergency vehicles and equipment at the facility. Motion was made by Commissioner Dowdle, seconded by Commissioner German. Much discussion followed during which Commissioner Anderson recused himself for a possible conflict of interest. Said motion passed with 17 for and 1 "recused" and 1 "NO".

Commissioner Oglesby reported for the Education Committee, stating that the committee did not require any action at this time.

Commissioner Harris then reported for the Budget Committee. He moved that the following amendments to the General Fund Budget be allowed, and with a second from Commissioner Dowdy, the Board voted unanimously that the following amendments to the General Fund Budget be allowed:

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 27th day of March, 2007, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Courthouse in Somerville, Tennessee.

That the General Fund #101 Budget Amendment be amended in the following words and figures, to-wit:

**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 06/07
March, 2007**

<u>Adjustment to Revenue Accounts:</u>	INCREASE	DECREASE
44530 Sale of Equipment		\$ 7,304.00
46310 Health Department Programs		\$ 3,600.00
47235 Homeland Security Grants		<u>\$234,000.00</u>
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS		\$244,904.00
 <u>Adjustment to Expenditure Accounts:</u>	 INCREASE	 DECREASE
<u>51710 Development</u>		
411 Data Processing Supplies	<u>\$1,725.00</u>	
Subtotal-51710	\$1,725.00	
 <u>52300 Property Assessor's Office</u>		
106 Deputy(ies)	<u>\$1,351.00</u>	
Subtotal-52300	\$1,351.00	
 <u>53100 Circuit Court</u>		
106 Deputy(ies)	<u>\$ 625.00</u>	
Subtotal-53100	\$ 625.00	
 <u>58600 Employee Benefits</u>		
201 Social Security	\$ 83.76	
204 State Retirement	122.40	
212 Employer Medicare	19.59	
513 Worker's Compensation Insurance	<u>20.27</u>	
Subtotal-58600	\$ 246.02	
 TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS	 \$275,354.82	 \$27,128.80
 Prior Estimated Expenditures		 \$10,293,708.63
Total Estimated Expenditures This Amendment		\$10,297,030.65
Projected Fund Balance before Amendment		\$ 4,019,876.37
Change in Fund Balance This Amendment		\$ 3,322.02
Estimated Ending Fund Balance as of June 30 th , 2007		\$ 4,016,554.35

<u>53320</u>	<u>General Sessions Court Clerk</u>		
103	Assistant		\$ 625.00

	Subtotal-53320		\$ 625.00
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54110 Sheriff's Department

718	Motor Vehicles	\$ 7,304.00	
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	Subtotal-54110	\$ 7,304.00	
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54310 Fire Prevention

103	Assistant(s)	\$ 10,000.00	
322	Evaluation & Testing		\$ 800.00
339	Matching Share	235,949.36	
412	Diesel Fuel	4,000.00	
413	Drugs & Medical Supplies		\$ 1,949.36
425	Gasoline	800.00	
434	Natural Gas		2,500.00
435	Office Supplies	162.44	
451	Uniforms		162.44
452	Utilities	2,500.00	
502	Building & Contents Insurance		40.00
506	Liability Insurance	40.00	
511	Vehicle & Equipment Insurance	2,410.00	
707	Building Improvements		10,000.00
718	Motor Vehicles		4,000.00
790	Other Equipment		<u>2,410.00</u>

	Subtotal-54310	\$255,861.80	\$21,861.80
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55160 Dental Health Program

355	Travel	\$ 3,600.00	
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	Subtotal-55160	\$ 3,600.00	
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57100 Agriculture Extension Service

309	Contracts with Government Agencies		\$ 4,642.00
719	Office Equipment	\$ 4,642.00	

	Subtotal-57100	\$ 4,642.00	\$ 4,642.00
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Commissioner Harris then moved that addition be made to the above resolution to amend the General Fund for Property Assessor Salaries. Motion was seconded by Commissioner Dowdle, and upon roll call vote passed as follows:
 Voting "YES": Commissioners Brewer, Dowdle, Dowdy, Gant, German, Harris, Karcher, Lillard, Oglesby, and Wilson (10).
 Voting "NO": Commissioners Ed Allen, Joann Allen, Anderson, Cook, Cox, Kelley, McCloud. (7)
 "PASSING"; Commissioner Logan (1)

Commissioner Harris moved that the following School Board Travel Budget Adjustment be allowed:

FAYETTE COUNTY BOARD OF EDUCATION
 FEDERAL PROJECTS FUND
 FUND 142
 SUBFUND 101 - TITLE I
 MARCH, 2007

		INCREASE	DECREASE
00	SUPPORT SERVICES		
00	REGULAR INSTRUCTION PROGRAM		
10 355	Travel	\$9,000.00	
10 599	Other Charges		\$9,000.00
	TOTAL:	\$9,000.00	\$9,000.00

Total Increase/Decrease: \$0.00

FAYETTE COUNTY BOARD OF EDUCATION
 FEDERAL PROJECTS FUND
 FUND 142
 SUBFUND 122 - TITLE I SCHOOL IMPROVEMENT
 MARCH, 2007

		INCREASE	DECREASE
000	SUPPORT SERVICES		
200	REGULAR INSTRUCTION PROGRAM		
210 599	Other Charges	\$449.29	
	TOTAL:	\$449.29	\$0.00

Total Increase: \$449.29

Revenue: 47590 Other Federal Funding to States \$449.29

Revenue: Prior Total Available Funds \$4,346,636.53
 Total Increase This Amendment \$449.29
 Total Available Funds This Amendment \$4,347,085.82

Expenditures: Prior Total Estimated Expenditures \$4,346,636.53
 Total Increase This Amendment \$449.29
 Total Estimated Expenditures This Amendment \$4,347,085.82

Motion was seconded by Commissioner Oglesby and passed unanimously by the Board.

Commissioner Harris then moved that the contract for the the Agricultural Extension Office be approved, stating that the contract is a 4 year contract with a 3 year extension. The owner reduced the monthly rent to take care of the added mandatory fee

Motion was seconded by Commissioner Oglesby and passed unanimously by the Board.

Commissioner Harris then moved that the contract for the the Agricultural Extension Office be approved, stating that the contract is a 4 year contract with a 3 year

extension. The owner reduced the monthly rent to take care of the added mandatory fee for a second meter. Motion was seconded by Commissioner Dowdle and passed .. unanimously by the Board.

Commissioner Anderson then made a motion that the County Board of Commissioners hereby determine that the 14.3.07 acres located next to the west side of Airport Road and south of the Airport Boundary, by the Navigational Beacon, is needed for the construction of T-hangars and a fuel farm and that such property, and the use of such property is deemed to be a public purpose and that therefore the County Mayor is authorized and directed to proceed with TDOT aero-in house mediation to determine an acceptable price for said property and that if such mediation is unsuccessful, then the County Mayor is authorized and directed to institute Imminent Domain proceedings to acquire such property, Motion was seconded by Commissioner Dowdy, and passed unanimously.

With no further business before the Board, meeting was adjourned.

Rhea Taylor, County Mayor

Sue W. Culver, County Clerk

