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FAYETTE COUNTY LEGISLATIVE BODY

May 22, 2007

**BE IT REMEMBERED** that the Fayette County Legislative Body met in regular session at the Courthouse in Somerville, Tennessee, on the 22<sup>nd</sup> day of May, 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. Mayor Buck Chambers from Piperton introduced Piperton alderman Hugh Davis who discussed the city's strategic plan for growth. Mr. Davis encouraged the Board to plan for the growth expected in other areas of the county as well, and requested the aid of the Board to assist Piperton in its overall plan.

The first item on the agenda was the approval of the minutes. Several months were presented which had been corrected for errors and omissions. Commissioner Oglesby moved to approve the November, 2006, minutes with the addition of a legal description for property that was rezoned to establish a formal record in the Clerk's Office. Motion was seconded by Commissioner Dowdle and approved unanimously.

Commissioner Dowdle moved to approve the February, 2007, with additions and corrections, including the addition of legal descriptions on rezoned property. Commissioner Burnette seconded the motion and the Board voted unanimously to approve said minutes.

Commissioner Karcher stated that on the March, 2007, minutes the final vote on the airport should be changed to show, "with Commissioner Karcher recused due to a conflict of interest". Commissioner Anderson stated that an amendment to the motion on rezoning of the property on Wade Rd was not recorded and needed to be added. Commissioner Wilson moved for approval with these corrections and Commissioner Brewer seconded the motion. The Board then voted unanimously to approve the amended minutes.

Commissioner Burnette moved that the April, 2007, minutes be approved and upon second by Commissioner Cook, motion passed unanimously.

Commissioner Dowdle moved to approve the following as Notaries Public:

Candace L. Abrams, Loy Aiken, Howard A. Alperin, E. Ann Blackmore, Amber Boykin, Richard L. Crawford, Jr., Donnie Wayne Culver, Jr., Brenda F. Dickey, H. Sam Dowdey, Myra J. Eldred, Sharon L. Friedman, Margaret E. Hill, Jami N. Jones, Allison W. Merkl, Stephanie M. Peterson, Sue E. Pulliam, Shirley M. Scheibe, Mary F. Wright, and Ronnie Neill. Motion was seconded by Commissioner Dowdy and approved unanimously.

Chairman Taylor reported for the Mayor's office. He stated that he will contact the state regarding whether or not Ethics classes are a requirement for Commissioners, and regarding credit for classes already taken.

Reports were called for but none were given for the Sheriff's Department, Juvenile Court, the Board of Education, or the Public Works Board.

Commissioner Wilson, who normally reports for the Development Committee, turned the floor over to Commissioner Lillard who chaired the last meeting. Commissioner Lillard stated that the Planning Commission's fee structure would be studied by the Mayor for possible fee increases to offset budget shortfalls in that department. Also the current Trash Ordinance has been turned over to the County Attorney to be reviewed for weaknesses, and the County Attorney will fashion a new one similar to the CTAS model that will work for Fayette County. Commissioner Lillard moved that the speed limit on Harrell Road be set at 40 mph. The motion was seconded by Commissioner Joann Allen.

Chairman Taylor then opened the floor for a public hearing regarding the setting of the speed limit on Harrell Rd. With no one speaking for or against the speed limit, the Public hearing was then closed, and the following motion was unanimously by the Board.

**BE IT RESOLVED**, by the Board of County Commissioners and/or County Legislative Body of Fayette County, Tennessee, in regular session, assembled on this 22<sup>nd</sup> day of May, 2007, being the fourth Tuesday of said month and the regular monthly meeting date of said County Legislative Body, in the Courthouse at Somerville, Tennessee, that pursuant to the provisions of Chapter No. 37 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 forty (40) miles per hour on Harrell Road in it's entirety, being located in the 7<sup>th</sup> 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.

Commissioner German then reported for the Health and Welfare Committee. He stated that new board members for the Commission on Aging had been discussed but that no action had been taken to date. The topic will be discussed further at the next meeting. Solid Waste and Ambulance budgets were discussed, as well as the cost for putting an additional ambulance in service.

Motion was then made by Commissioner German, seconded by Commissioner Joann Allen, to adopt the following agreement for ambulance service to the nursing home and hospital. Said motion passed unanimously.

#### AGREEMENT

This agreement entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2007 and is by and between \_\_\_\_\_ a fully licensed and legal entity with a principal place of business located at \_\_\_\_\_, hereafter referred to as "The Facility" and Fayette County Ambulance Service, also known as Fayette County EMS, a fully licensed Ambulance Service and legal entity, with a principal place of business located at \_\_\_\_\_ hereafter referred to as "The Provider".

The purpose of this agreement is to establish a mechanism whereby "The Facility" may assure that professional ambulance service is provided to their residents, on a timely basis, and that a reasonable price is charged for these services provided to residents who are covered under the Prospective Payment System (PPS). As well as to insure that "The Provider" is fairly compensated, in a timely manner for the services that he renders and is able to gather information needed to process claims as well as meet his legal requirements under the federal "Health Insurance Portability and Accountability Act (HIPAA)".

## **1. Responsibilities of "The Provider"**

- 1.1 During the term of this agreement, "The Provider" agrees to maintain applicable business licenses, State of Tennessee Ambulance License, and assure that all employees have current licenses and certification. All licenses and evidence of certification shall be available for inspection by "The Facility" during normal business hours.
- 1.2 "The Provider" shall maintain and provide "The Facility" with written evidence of professional and general liability insurance coverage for "The Provider" and its employees and authorized agents in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate, and worker's compensation insurance for its employees in the amounts required by the law.
- 1.3 "The Provider" agrees that it is a provider in good standing with both the Medicare Part B Carrier and "The Facility's" Fiscal intermediary, and knows understands and agrees to abide by all Medicare, Medicaid, and TennCare Billing practices.
- 1.4 "The Provider" agrees that employees involved in direct patient care services must agree to participate in the center's quality assurance programs and comply with all current standards of practice.
- 1.5 "The Provider" agrees to be responsible for conduct and behavior of its employees. Furthermore, "The Provider" agrees to handle any and all disciplinary issues upon such being reported to them by "The Facility".
- 1.6 "The Provider" agrees to bill Medicare and Medicaid, TennCare and other Insurance Carrier's and accept assignment of benefits prior to billing patients or their families for all services not rendered under the PPS program.
- 1.7 "The Provider" will respond immediately with an Advanced Life Support (ALS) ambulance to any emergency (911) call requested by "The Facility".
- 1.8 "The Provider" agrees to transport any patient requiring immediate medical care regardless of the patients ability to pay for the services.

## **2. Responsibilities of "The Facility"**

- 2.1 "The Facility" agrees to provide adequate access for the performance of services by said provider to its patients.
- 2.2 "The Facility" shall provide a written order of an attending physician, otherwise known as a Physicians Certification Statement (PCS) for all nonemergency ambulance transports, assuring the medical necessity of ambulance services, given in accordance with Medicare regulations and accepted and professional practices for services rendered outside the PPS system. This statement may be signed by a RN employed by the facility who is familiar with the patients condition.
- 2.3 Upon initial admission to the facility, "The Facility" shall provide a "Lifetime Signature Authorization" for each patient, signed by the patient or other responsible party for "The Provider", allowing "The Provider" to accept assignment of benefits and releasing medical information to process the claim. These forms will be provided by "The Provider" for use by "The Facility".
- 2.4 Upon initial admission to the facility, "The Facility" shall provide each patient or their responsible party with a copy of "The Providers" HIPPA privacy policy and gather from each patient or their responsible party a signed acknowledgment that they have received said HIPPA privacy policy. These forms will be provided by "The Provider" for use by "The Facility".
- 2.5 "The Facility" shall be solely responsible for the billing and collection from third party payers, whether private or public, for services delivered to its patients, who are inpatients at "The Facility" under the PPS Program.
- 2.6 When requesting non-emergency transportation for a resident of the facility, "The Facility" will furnish "The Provider" an updated list of Medicare Skilled Patients by 10:00 am each Monday.

## **3. Termination**

- 3.1 This agreement shall be effective as of the date hereof and shall continue, for a term of one year, and thereafter it shall be renewed automatically for successive periods of one year, unless otherwise terminated as herein provided. Notwithstanding the foregoing, this agreement may be terminated by either party for any reason by giving 30 days written notice to the other party.

#### **4. Non-Discrimination**

4.1 "The Provider" and "The Facility" agree to comply with Title VI of the Civil Rights Act of 1964 and with Section 504 Rehabilitation Act in that: No person shall, on the grounds of race, color, religion, national origin, age, sex or handicap be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program, service or activity offered.

#### **5. Indemnification**

5.1 Fraud and abuse---Notwithstanding any unrestricted effect of any provision of this agreement, neither party hereto will knowingly or intentionally conduct itself in such a manner as to violate the prohibition of fraud and abuse connection with the Medicare and Medicaid (TennCare) program (42 USC section 1320 A-7B) and each party hereby indemnifies and holds the other harmless from any loss, damage, expense or liability occasioned by the other's acts of activities in this regard.

5.2 Indemnification of Facility--- "The Provider" shall indemnify "The Facility" and its directors, officers, employees, other personnel, and agents from and against any and all losses, claims, causes of action, damages, costs, expenses, or other liabilities suffered or incurred by "The Facility", including reasonable attorney's fees, arising from injury or

damage to persons or property in connection with the Services performed or provided hereafter by "The Provider", unless such claim, cause of action, damage, costs, expenses, or other liability results from the negligence or willful misconduct of "The Facility" or any of its personnel or authorized agents. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes, and all other charges billed by the attorney of prevailing party.

5.3 Indemnification of Provider--- "The Facility" shall indemnify "The Provider" and its directors, officers, employees, other personnel, and agents from and against any and all losses, claims causes of action, damages, costs, expenses, or other liabilities suffered or incurred by "The Provider", including reasonable attorney's fees, arising from injury or damage to persons or property in connection with the Services performed or provided hereafter by "The Provider", unless such claim, cause of action, damage, costs, expenses, or other liability results from the negligence or willful misconduct of "The Facility" or any of its personnel or authorized agents. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes, and all other charges billed by the attorney of prevailing party.

#### **6. Confidentiality**

6.1 "The Facility" will not disclose or otherwise disseminate, either directly or intentionally, to any person or entity or use for its benefit or for the benefits of others, any aspect of "The Provider" system of other confidential information received in connection with this Agreement unless required by law.

6.2 Neither party shall disclose, or otherwise disseminate, any documents or medical records, which may violate any patients privacy, except as allowed for the patients care under the HIPPA privacy rule.

#### **7. Record Keeping Requirements**

7.1 "The Provider" agrees that, upon request made in accordance with applicable law and regulations, the Controller General of the United States, the United States Department of Health and Human Services, and the duly authorized representatives of the foregoing shall be given access by this Provider to the books, documents, and records relating to the furnishing of the Services by this Provider or any organization related to "The Provider" from the date of this Agreement until the expiration of four years after the furnishing of the services, pursuant to 42 C.F.R. Section 420.302(b). Requests for access to records shall be granted in accordance with 42 C.F.R. Section 420.304. Any subcontract entered into by "The Provider" for the provision of services described in this Agreement shall include a clause substantially similar in form to this section. Nothing in this Agreement shall be construed to require "The Provider" to provide services without compensation or require "The Provider" to provide services without due compensation or require a center to compensate Provider for goods or services from Provider unless they are actually rendered.

7.2 "The Provider" will provide and maintain written documentation on individual charts of patient treatment, progress and evaluation in accordance with policies of "The Facility", Federal and State governmental agencies and other third-party payers. All medical documentation will remain the property of "The Facility".

8. Non-Exclusivity Clause

8.1 This agreement is non exclusive insofar as any patient or there responsible party has the right to choose the provider of services of there choice.

9. Fees and Services

9.1 "The Provider" agrees to provide a detailed schedule of fees charged to patients and to "The Facility" under the PPS system with the appropriate HCPCS codes. (see exhibit

A)

9.2 "The Provider" shall submit to "The Facility" an invoice for all services rendered to "The Facility's" PPS patients, and all equipment and supplies provided to or utilized for the benefit of "The Facility's" PPS patients.

9.3 "The Facility" agrees to pay "The Provider" for all services rendered to its PPS patients within 30 days of receiving the invoice from "The Provider".

9.4 "The Provider" agrees that if all charges for services rendered to the facilities PPS patients are paid within ten days of invoice that "The Facility" will be entitled to a discount of the invoice for services.

10. Attached Fee Schedule (Addendum A)

This document contains the entire agreement between all parties and cannot be altered or changed in any way without mutual written consent of all parties involved.

**Appendix A**

**Rate Schedule**

**Emergencies will be billed to Cigna Medicare**

BLS non-emergency	A0426	Current rate	\$350.00 if paid in 10 days	\$127.35
Round Trip	A0426	Current rate	\$700.00 if paid in 10 days	\$254.70
Mileage for all loaded miles on every trip,	rate	if paid in 10 days	\$7.00	
Specialty Care Transport (need for 2 attendants, RN, Resp. Therapist, Ventilator patient)		Current rate	\$700.00 if paid in 10 days	\$400.00

Motion was then made by Commissioner Joann Allen , seconded by Commissioner Dowdy, and passed unanimously for a fifteen(15) minute recess for an attorney-client meeting with the County Attorney.

At the end of the brief recess, Commissioner Dowdy reported for the Criminal Justice and Public Safety Committee, stating that several budgets for various offices

were reviewed by that committee. Commissioner Dowdy stated that the committee recommended bringing in a Homeland Security Grant and move funds to cover maintenance and repair of vehicles and to move funds in the Civil Defense(EMA) office to cover gasoline and legal notices which will be covered under the Budget Committee Report. Also reviewed was the job description for maintenance personnel at the justice complex. The Committee met again on May 14, 2007, and reviewed budget requests by Circuit Court Clerk, Connie Doyle. A great deal of discussion was heard regarding the Justice Complex staffing and jail lay-out with Mr. Bob Bass, jail inspector from TCI leading the discussion.

Commissioner Oglesby stated that the Education Committee did not meet.

Commissioner Harris then reported for the Budget Committee. He made a motion to adopt the Budget amendment to bring in a Homeland Security Grant and move money to cover maintenance and repair of vehicles as discussed by the Criminal Justice and Public Safety Committee; to move funds in the Property Assessor's Office to cover data processing services, and to cover legal expenses (\$2500) of the Election Commission incurred as a result of a lawsuit filed over the August, 2006, election; to cover gasoline and legal notices for Civil Defense(EMA), and to cover health benefits for employees of the Health Department. Commissioner Oglesby seconded the motion, which passed unanimously as follows:

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 22nd day of May, 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  
May, 2007**

<u>Adjustment to Revenue Accounts:</u>	INCREASE	DECREASE
47235 Homeland Security Grants		\$ 12,000 00
<b>TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS</b>		<b>\$ 12,000.00</b>
<u>Adjustment to Expenditure Accounts:</u>	INCREASE	DECREASE
<u>51500 Election Commission</u>		
331 Legal Services	\$ 2,500.00	
Subtotal-51500	\$ 2,500.00	
<u>52300 Property Assessor</u>		
317 Data Processing Services	\$ 410.39	
335 Main. & Repair-Buildings		\$ 410.39
Subtotal-52300	\$ 410.39	\$ 410.39

**54310 Fire Prevention**

338	Maint & Repair-Vehicles	\$ 3,900.00	
499	Other Supplies and Materials	12,000.00	
718	Motor Vehicles		\$ 1,000.00
791	Other Construction		<u>2,900.00</u>

**Subtotal-54310** \$ 15,900.00 \$ 3,900.00

**54410 Civil Defense**

332	Legal Notices	\$ 21.00	
349	Printing, Stationery		\$ 166.00
355	Travel		146.70
425	Gasoline	512.70	
790	Other Equipment		<u>221.00</u>

**Subtotal-54410** \$ 533.70 \$ 533.70

**55160 Dental Health Program**

205	Employee & Dependent Insurance		\$ 235.00
299	Other Fringe Benefits	\$ 235.00	

**Subtotal-55160** \$ 235.00 \$ 235.00

**TOTAL INCREASE/DECREASE  
TO EXPENDITURE ACCOUNTS** \$ \$

Prior Estimated Expenditures	\$10,293,708.63
Total Estimated Expenditures This Amendment	\$10,296,208.63
Projected Fund Balance before Amendment	\$ 4,019,876.37
Change in Fund Balance This Amendment	\$ 2,500.00
Estimated Ending Fund Balance as of June 30 <sup>th</sup> , 2007	\$ 4,017,376.37

Commissioner Harris further moved that funds be transferred from the General fund to pay on the Oakland School Building. Motion was seconded by Commissioner Burnette and passed unanimously.

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 22nd day of May, 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  
May, 2007**

<u>Adjustment to Expenditure Accounts:</u>	INCREASE	DECREASE
<b>82130 Education</b>		
602 Principal on Notes	\$575,128.09	
604 Interest on Notes	<u>\$ 39,305.76</u>	
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNT</b>	<b>\$614,433.85</b>	
Prior Estimated Expenditures		\$10,293,708.63
Total Estimated Expenditures This Amendment		\$10,908,142.48
Projected Fund Balance before Amendment		\$ 4,019,876.37
Change in Fund Balance This Amendment		\$ 614,433.85
Estimated Ending Fund Balance as of June 30 <sup>th</sup> , 2007		\$ 3,405,442.52

Commissioner Harris then moved that Public Works be allowed to move funds to pay off equipment and other shortages in some funds. Motion was seconded by Commissioner Dowdle and passed unanimously by the Board.

Chairman Taylor stated that the estimate for the construction of a communication tower For the justice complex will be approximately \$38,057, and that this matter will be brought back before the Board next month.

With no further business before the board, Commissioner Kelley moved for adjournment, and with a second by Commissioner Logan, said meeting was adjourned.

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Rhea V. Taylor, County Mayor

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Sue W. Culver, County Clerk

Commissioner Harris then moved that the Adequate Facilities Tax fund be used to pay on the Oakland School Note principal. Motion was seconded by Commissioner Dowdy and passed unanimously.

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular session on this 22nd day of May, 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 Adequate Facilities/Development Tax #125 Budget Amendment be amended in the following words and figures, to-wit:

**ADEQUATE FACILITIES/DEVELOPMENT TAX FUND  
BUDGET AMENDMENT  
F/Y 06/07  
May, 2007**

<u>Adjustment to Fund Balance:</u>	INCREASE	DECREASE
39000 Undesignated Fund Balance		<u>\$440,000.00</u>
<b>TOTAL INCREASE/DECREASE TO FUND BALANCE:</b>		<b>\$440,000.00</b>
<u>Adjustment to Expenditure Accounts:</u>	INCREASE	DECREASE
82130 Education		
602 Principal on Notes	<u>\$440,000.00</u>	
<b>TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNT</b>	<b>\$440,000.00</b>	
Prior Estimated Expenditures		\$ 00 00
Total Estimated Expenditures This Amendment		\$ 440,000 00
Projected Fund Balance before Amendment		\$ 888,670 92
Change in Fund Balance This Amendment		\$ 440,000 00
Estimated Ending Fund Balance as of June 30 <sup>th</sup> , 2007		\$ 448,670 92

Commissioner Harris made a motion to rent space near the square for the Election Commission and additional storage for other offices at a rate of \$1200 per month. Motion was seconded by Commissioner Brewer and passed unanimously by the Board.

Commissioner Harris stated that budgets for the Courthouse and other offices were considered at the Budget Committee Meeting and outlined some of the requests for each.

Chairman Taylor reported for the Justice complex committee and asked that \$30,000 be allocated to replace the funds depleted for on-site inspection: \$20,683 for Ray Bell Construction to build the fence around the complex, \$20,679 to relocate the water line due to TDOT's alignment of the road, \$22,388 for the addition of two water hydrants per the Somerville Fire Chief. Chairman Taylor stated that a portion of these monies could come from the Contingency funds, and a portion is to come from reserve funds from the Sheriff's Office and Circuit Court Clerk's office. These funds are collected as court costs and are to be used for jail construction and data processing projects.

Motion was made by Commissioner Burnette, seconded by Commissioner Brewer. After some discussion regarding prices and contracts, as well as the availability of reserve funds, the motion passed with eighteen commissioners voting "YES", and Commissioner

71100 429	Instructional Supplies and Materials	\$109,696.00	
	TOTAL:	\$279,796.00	\$140,750.00
<b>SUPPORT SERVICES</b>			
72000	REGULAR INSTRUCTION		
72210	REGULAR INSTRUCTION		
72210 524 LM	InService/Staff Development		\$12,800.00
72210 524 SM	InService/Staff Development		\$16,550.00
	TOTAL:	\$0.00	\$29,350.00
	GRAND TOTAL:	\$279,796.00	\$170,100.00

Total Increase: \$109,696.00

Revenue:	47590 Other Federal Funding to States	\$109,696.00
Revenue:	Prior Total Available Funds	\$4,347,085.82
	Total Increase This Amendment	\$109,696.00
	Total Available Funds This Amendment	\$4,456,781.82
Expenditures:	Prior Total Estimated Expenditures	\$4,347,085.82
	Total Increase This Amendment	\$109,696.00
	Total Estimated Expenditures This Amendment	\$4,456,781.82

Salary and benefits needed for summer activities and new funds for Reading First .

FAYETTE COUNTY BOARD OF EDUCATION  
 FEDERAL PROJECTS FUND  
 FUND 142  
 SUBFUND 201 - TITLE II A TRAINING AND RECRUITING  
 MAY 2007

		INCREASE	DECREASE
<b>SUPPORT SERVICES</b>			
210	REGULAR INSTRUCTION PROGRAM		
210 189	Other Salary and Wages	\$6,000.00	
210 201	Social Security	\$400.00	
210 204	State Retirement	\$550.00	
210 212	Medicare	\$100.00	
210 524	InService/Staff Development		\$7,050.00
	TOTAL:	\$7,050.00	\$7,050.00

tal Increase/Decrease: \$0.00

FAYETTE COUNTY BOARD OF EDUCATION  
 FEDERAL PROJECTS FUND  
 FUND 142  
 SUBFUND 231 - TITLE II D TECHNOLOGY  
 MAY, 2007

		INCREASE	DECREAS
71000	INSTRUCTION		
71100	REGULAR INSTRUCTION PROGRAM		
71100 429	Instructional Supplies and Materials		\$11.0
	TOTAL:	50.00	\$11.0

Total Decrease: (\$11.00)

Revenue: 47189 Enhancing Education Thru Technology (511.00)

Revenue:	Prior Total Available Funds	\$4,456,781.82
	Total Decrease This Amendment	(511.00)
	Total Available Funds This Amendment	\$4,456,770.82

Expenditures:	Prior Total Estimated Expenditures	\$4,456,781.82
	Total Decrease This Amendment	(511.00)
	Total Estimated Expenditures This Amendment	\$4,456,770.82

Total Title II-D budget decreased by \$11.00 in the final allocation from the State Department

FAYETTE COUNTY BOARD OF EDUCATION  
 FEDERAL PROJECTS FUND  
 FUND 142  
 SUBFUND 501 - TITLE V INNOVATIVE PROGRAMS  
 MAY, 2007

		INCREASE	DECREASE
'1000	<b>INSTRUCTION</b>		
'1100	REGULAR INSTRUCTION PROGRAM		
'1100 116	Teachers		\$1,043.57
'1100 429	Instructional Supplies and Materials	\$1,034.57	
	<b>TOTAL:</b>	\$1,034.57	\$1,043.57

Total Decrease: (\$9.00)

Revenue: 47142 Title V Part A Innovative Programs (\$9.00)

Revenue: Prior Total Available Funds \$4,456,770.82  
 Total Decrease This Amendment (\$9.00)  
 Total Available Funds This Amendment \$4,456,761.82

Expenditures: Prior Total Estimated Expenditures \$4,456,770.82  
 Total Decrease This Amendment (\$9.00)  
 Total Estimated Expenditures This Amendment \$4,456,761.82

Total Title V budget decreased by \$9.00 in the final allocation from the State Department funds were needed in the instructional supply line item.

FAYETTE COUNTY BOARD OF EDUCATION  
 FEDERAL PROJECTS FUND  
 FUND 142  
 SUBFUND 301 - TITLE III ENGLISH LANGUAGE LEARNERS  
 MAY, 2007

		INCREASE	DECREASE
71000	<b>INSTRUCTION</b>		
71100	REGULAR INSTRUCTION PROGRAM		
71100 429	Instructional Supplies and Materials	\$2,027.00	
	TOTAL:	\$2,027.00	\$0.00

Total Increase: \$2,027.00

Revenue: 47590 Other Federal Through State \$2,027.00

Revenue: Prior Total Available Funds \$4,456,761.82  
 Total Increase This Amendment \$2,027.00  
 Total Available Funds This Amendment \$4,458,788.82

Expenditures: Prior Total Estimated Expenditures \$4,456,761.82  
 Total Increase This Amendment \$2,027.00  
 Total Estimated Expenditures This Amendment \$4,458,788.82

**Total Title III budget increased by \$2,027.00 in the final allocation from the State Department**

FAYETTE COUNTY BOARD OF EDUCATION  
 FEDERAL PROJECTS FUND  
 FUND 142  
 SUBFUND 901 - IDEA  
 MAY, 2007

		INCREASE	DECREASE
71000	<b>INSTRUCTION</b>		
71200	SPECIAL EDUCATION PROGRAM		
71200 499	Other Supplies and Materials		\$4,000.00
71200 599	Other Charges	\$4,000.00	
	TOTAL:	\$4,000.00	\$4,000.00

Total Increase/Decrease: \$0.00

FAYETTE COUNTY BOARD OF EDUCATION  
 FEDERAL PROJECTS FUND  
 FUND 142  
 SUBFUND 171 - CSR GRANT  
 MAY, 2007

		INCREASE	DECREASE
72000	<b>SUPPORT SERVICES</b>		
72210	REGULAR INSTRUCTION PROGRAM		
72210 599	Other Charges	\$6,000.00	
	TOTAL:	\$6,000.00	\$0.00
72710	TRANSPORTATION		
72710 412	Diesel		\$6,000.00
	TOTAL:	\$0.00	\$6,000.00
	GRAND TOTAL:	\$6,000.00	\$6,000.00

Total Increase/Decrease: \$ .00

Insufficient funds budgeted for building use costs, this amendment will cover this cost.

FAYETTE COUNTY BOARD OF EDUCATION  
 FEDERAL PROJECTS FUND  
 FUND 142  
 SUBFUND 102 - READING FIRST  
 MAY, 2007

		INCREASE	DECREASE
71000	INSTRUCTION		
71100	REGULAR INSTRUCTION PROGRAM		
71100 116 CT	Teachers	\$25,000.00	
71100 198 CT	Non-Certified Substitute Teachers	\$450.00	
71100 201 CT	Social Security	\$1,550.00	
71100 204 CT	State Retirement	\$1,550.00	
71100 212 CT	Medicare	\$450.00	
71100 429 CT	Instructional Supplies and Materials		\$29,000.00
71100 116 JF	Teachers	\$22,000.00	
71100 163 JF	Teacher Assistants	\$1,000.00	
71100 201 JF	Social Security	\$1,450.00	
71100 204 JF	State Retirement	\$1,450.00	
71100 212 JF	Medicare	\$350.00	
71100 429 JF	Instructional Supplies and Materials		\$26,250.00
71100 116 LM	Teachers	\$20,000.00	
71100 163 LM	Teacher Assistants	\$500.00	
71100 198 LM	Non-Certificated Substitute Teachers	\$2,000.00	
71100 201 LM	Social Security	\$1,400.00	
71100 204 LM	State Retirement	\$1,350.00	
71100 212 LM	Medicare	\$350.00	
71100 429 LM	Instructional Supplies and Materials		\$12,800.00
71100 116 NW	Teachers	\$25,000.00	
71100 163 NW	Teacher Assistants	\$1,000.00	
71100 198 NW	Non-Certified Substitute Teachers	\$350.00	
71100 201 NW	Social Security	\$1,650.00	
71100 204 NW	State Retirement	\$1,650.00	
71100 212 NW	Medicare	\$400.00	
71100 429 NW	Instructional Supplies and Materials		\$30,050.00
71100 116 SM	Teachers	\$35,000.00	
71100 163 SM	Teacher Assistants	\$1,000.00	
71100 198 SM	Non-Certified Substitute Teachers	\$400.00	
71100 201 SM	Social Security	\$2,300.00	
71100 204 SM	State Retirement	\$2,300.00	
71100 212 SM	Medicare	\$550.00	
71100 429 SM	Instructional Supplies and Materials		\$25,000.00
71100 116 SW	Teachers	\$15,000.00	
71100 198 SW	Non-Certified Substitute Teachers	\$500.00	
71100 201 SW	Social Security	\$1,000.00	
71100 204 SW	State Retirement	\$900.00	
71100 212 SW	Medicare	\$250.00	
71100 429 SW	Instructional Supplies and Materials		\$17,650.00

710 412	Diesel		\$13,585.00
710 425	Gasoline		\$600.00
710 450	Tires and Tubes	\$13,585.00	
710 729	Transportation Equipment	\$1,255.00	
	TOTAL:	\$16,801.00	\$64,515.00

000	OPERATION OF NON-INSTRUCTION SERVICES		
400	EARLY CHILDHOOD EDUCATION		
3400 116 ECE	Teachers	\$205.00	
3400 198 ECE	Non-Certified Substitute Teachers	\$250.00	
3400 201 ECE	Social Security	\$29.00	
3400 204 ECE	State Retirement	\$13.00	
3400 212 ECE	Medicare	\$6.00	
3400 355 ECE	Travel		\$1,000.00
3400 429 ECE	Instructional Supplies and Materials	\$1,997.00	
3400 524 ECE	In-Service/Staff Development		\$500.00
3400 599 ECE	Other Charges		\$1,000.00
3400 116 EXP	Teachers	\$229.00	
3400 189 EXP	Other Salary and Wages	\$1,045.00	
3400 198 EXP	Non-Certified Substitute Teachers	\$500.00	
3400 201 EXP	Social Security	\$83.00	
3400 204 EXP	State Retirement		\$56.00
3400 212 EXP	Medicare	\$26.00	
3400 310 EXP	Contracts w/Other Public Agencies		\$9,000.00
3400 429 EXP	Instructional Supplies and Materials	\$7,173.00	
3400 105 LOT	Supervisor/Director		\$50.00
3400 116 LOT	Teachers	\$215.00	
3400 189 LOT	Other Salary and Wages		\$195.00
3400 204 LOT	State Retirement		\$63.00
3400 207 LOT	Health Insurance		\$1,610.00
3400 310 LOT	Contracts w/Other Public Agencies		\$7,000.00
3400 355 LOT	Travel		\$1,000.00
3400 429 LOT	Instructional Supplies and Materials	\$11,703.00	
3400 524 LOT	In-Service/Staff Development		\$1,000.00
3400 599 LOT	Other Charges		\$1,000.00
	TOTAL	\$23,474.00	\$23,474.00
	GRAND TOTAL:	\$729,372.08	\$221,465.28

total Increase: \$507,906.80

Reserves:	35110 EXT Designated for Purpose #1	\$50,801.98
	39000 Undesignated Fund Balance	\$403,583.02
	Total:	\$454,385.00

Revenues:	44170 ERATE Refunds	\$3,196.80
	44520 Insurance Recovery	\$8,904.00
	44560 Damages f/Individuals	\$3,421.00
	46511 Basic Education Program	\$8,000.00
	46550 Driver Education	(\$5,000.00)
	49800 Transfers	\$35,000.00
Total:		\$53,521.80

Revenue:	Prior Total Available Funds	\$24,167,712.31
	Total Increase This Amendment	\$53,521.80
	Total Available Funds This Amendment	\$24,221,234.11

Expenditure:	Prior Total Estimated Expenditures	\$23,677,863.90
	Total Increase This Amendment	\$507,906.80
	Total Estimated Expenditures This Amend.	\$24,185,770.70

Amendment needed to cover salaries and benefits to finish the school year and to cover over spending in accounts

FAYETTE COUNTY BOARD OF EDUCATION  
 FEDERAL PROJECTS FUND  
 FUND 142  
 SUBFUND 431 - 21st CENTURY GRANT  
 MAY, 2007

		INCREASE	DECREASE
72000	SUPPORT SERVICES		
72210	REGULAR INSTRUCTION PROGRAM		
72210 599	Other Charges	\$10,000.00	
	TOTAL:	\$10,000.00	\$0.00
72710	TRANSPORTATION		
72710 425	Gasoline		\$10,000.00
	TOTAL:	\$0.00	\$10,000.00
	GRAND TOTAL:	\$10,000.00	\$10,000.00

Total Increase/Decrease: \$0.00

Insufficient funds budgeted for building use costs, this amendment will cover this cost.

72210	REGULAR INSTRUCTION PROGRAM		
72210 105	Supervisor/Director		\$120.00
72210 129	Librarian	\$460.00	
72210 201	Social Security		\$588.00
72210 207	Health Insurance	\$3,655.00	
72210 212	Medicare		\$138.00
72210 432	Library Books		\$7,627.46
72210 499	Other Supplies and Materials		\$33.80
	TOTAL:	\$4,115.00	\$8,507.26

72220	SPECIAL EDUCATION PROGRAM		
72220 105	Supervisor/Director	\$81.00	
72220 124	Psychological Personnel	\$1,249.00	
72220 135	Assessment Personnel	\$53.00	
72220 189	Other Salary and Wages	\$86.00	
72220 201	Social Security		\$496.00
72220 207	Health Insurance	\$2,767.00	
72220 212	Medicare		\$116.00
72220 355	Travel	\$2,364.90	
	TOTAL:	\$6,600.90	\$612.00

72230	VOCATIONAL EDUCATION PROGRAM		
72230 105	Supervisor/Director	\$86.00	
72230 201	Social Security		\$264.00
72230 204	State Retirement	\$5.00	
72230 207	Health Insurance	\$63.00	
72230 212	Medicare		\$62.00
	TOTAL:	\$154.00	\$326.00

72260	ADULT EDUCATION PROGRAM		
72260 105 AE	Supervisor/Director	\$515.00	
72260 201 AE	Social Security	\$185.00	
72260 204 AE	State Retirement	\$515.00	
72260 207 AE	Health Insurance	\$432.00	
72260 212 AE	Medicare	\$75.00	
72260 355 AE	Travel	\$221.00	
72260 524 AE	Inservice/Staff Development	\$916.00	
72260 599 AE	Other Charges		\$1,811.00
72260 105 WICC	Supervisor/Director		\$2,000.00
72260 189 WICC	Other Salary and Wages	\$2,000.00	
	TOTAL	\$4,859.00	\$3,811.00

72320	OFFICE OF THE SUPERINTENDENT		
72320 201	Social Security		\$650.00
72320 207	Health Insurance	\$45.00	
	TOTAL:	\$45.00	\$650.00
72410	OFFICE OF THE PRINCIPAL		
72410 104	Principals	\$1,480.00	
72410 139	Assistant Principal	\$5,540.00	
72410 161	School Secretary		\$6,500.00
72410 201	Social Security		\$1,520.00
72410 204	State Retirement		\$837.00
72410 207	Health Insurance	\$2,595.00	
72410 212	Medicare		\$356.00
	TOTAL:	\$9,615.00	\$9,213.00
72510	FISCAL EARNINGS		
72510 207	Health Insurance	\$187.00	
	TOTAL:	\$187.00	\$0.00
72610	OPERATION OF PLANT		
72610 210	Social Security		\$223.00
72610 204	State Retirement		\$3,220.00
72610 207	Health Insurance	\$235.00	
72610 212	Medicare		\$52.00
	TOTAL:	\$235.00	\$3,495.00
72620	MAINTENANCE OF PLANT		
72620 207	Health Insurance	\$364.00	
	TOTAL:	\$364.00	\$0.00
72710	TRANSPORTATION		
72710 146	Bus Drivers		\$40,000.00
72710 201	Social Security		\$3,036.00
72710 204	State Retirement		\$5,583.00
72710 207	Health Insurance	\$361.00	
72710 212	Medicare		\$711.00
72710 307	Communication	\$1,600.00	
72710 314	Contracts w/Public Carriers		\$1,000.00

10	ADULT EDUCATION		
10 116 AE	Teachers	\$1,102.00	
10 204 AE	State Retirement		\$350.00
10 429 AE	Instructional Supplies and Materials		\$1,800.00
10 116 AEFF	Teachers		\$4,680.00
10 201 AEFF	Social Security		\$974.00
10 204 AEFF	State Retirement		\$747.00
10 212 AEFF	Medicare		\$207.00
10 355 AEFF	Travel		\$600.00
10 429 AEFF	Instructional Supplies and Materials	\$3,000.00	
10 599 AEFF	Other Charges	\$4,208.00	
	TOTAL:	\$8,310.00	\$9,358.00

10	SUPPORT SERVICES		
10	ATTENDANCE SERVICES		
10 105	Supervisor/Director	\$81.00	
10 201	Social Security		\$325.00
10 204	State Retirement		\$63.00
10 207	Health Insurance		\$2,243.00
10 212	Medicare		\$77.00
	TOTAL:	\$81.00	\$2,708.00

20	MEDICAL SERVICES		
20 131	Medical Personnel		\$7,510.00
20 201	Social Security		\$488.00
20 204	State Retirement		\$681.00
20 207	Health Insurance		\$2,357.00
20 212	Medicare		\$114.00
	TOTAL:	\$0.00	\$11,150.00

30	OTHER STUDENT SUPPORT		
30 123	Guidance Personnel	\$5,799.00	
30 162	Clerical Personnel		\$4,000.00
30 201	Social Security		\$2,555.00
30 204	State Retirement		\$2,406.00
30 207	Health Insurance		\$5,528.00
30 212	Medicare		\$597.00
30 599 ERATE	Other Charges	\$3,196.80	
	TOTAL:	\$8,995.80	\$15,086.00

FAYETTE COUNTY BOARD OF EDUCATION  
GENERAL PURPOSE FUND  
FUND 141  
MAY, 2007

		INCREASE	DECREASE
71000	INSTRUCTION		
71100	REGULAR INSTRUCTION PROGRAM		
71100 116	Teachers	\$458,169.00	
71100 163	Assistants	\$75,500.00	
71100 201	Social Security		\$6,862.00
71100 204	State Retirement	\$14,094.00	
71100 207	Health Insurance	\$43,436.00	
71100 212	Medicare		\$1,319.00
71100 429	Instructional Supplies and Materials		\$22,000.00
71100 449	Textbooks	\$41,000.00	
71100 499	Other Supplies and Materials		\$3,000.00
71100 599	Other Charges		\$170.94
	TOTAL:	\$632,199.00	\$33,351.94
71200	SPECIAL EDUCATION PROGRAM		
71200 116	Teachers		\$3,625.00
71200 189	Other Salary and Wages	\$50.00	
71200 198	Non-Certified Substitute Teachers	\$1,475.00	
71200 201	Social Security		\$4,200.00
71200 207	Health Insurance	\$5,588.00	
71200 212	Medicare		\$989.00
71200 312	Contracts w/Private Agencies		\$399.00
71200 336	Maintenance and Repair Services		\$3,185.74
71200 429	Instructional Supplies and Materials	\$384.10	
71200 499	Other Supplies and Materials	\$339.28	
71200 725	Special Education Equipment		\$1,377.54
	TOTAL:	\$7,836.38	\$13,776.28
71300	VOCATIONAL EDUCATION PROGRAM		
71300 116	Teachers		\$8,995.00
71300 198	Non-Certified Substitute Teachers	\$5,500.00	
71300 201	Social Security		\$3,086.00
71300 204	State Retirement		\$550.00
71300 207	Health Insurance		\$3,912.00
71300 212	Medicare		\$721.00
71300 730	Vocational Instructional Equipment		\$4,167.80
	TOTAL:	\$5,500.00	\$21,431.80

<u>PENDITURES</u>	<u>AMENDMENT</u>	<u>AMENDED TOTAL</u>
<u>65000 Other Charges</u>		
515 Liability Claims	+ \$500.00	\$3,500.00
Total 65000:	+ \$500.00	\$210,896.00
<u>66000 Employee Benefits</u>		
210 Unemployment Comp.	- \$8,000.00	\$2,000.00
Total 66000:	- \$8,000.00	\$540,102.00
<u>68000 Capital Outlay</u>		
705 Bridge Construction	+ \$25,500.00	\$125,500.00
714 Highway Equip.	+ 8,500.00	248,500.00
Total 68000:	+ \$34,000.00	\$1,684,340.00
<u>91200 Hwy. &amp; Street Proj.</u>		
799 Other Capital Outlay	- \$24,200.00	\$55,000.00
Total 91200:	- \$24,200.00	\$55,000.00
Total Est. Expenditures	\$0.00	\$4,379,005.00
Est. E.F.B, June 30	No Change	\$1,021,248.00

'Commissioner Harris called on Commissioner Wilson to explain the budget amendments requested by the Board of Education to pay some teachers who were no longer receiving Federal funding, and overspending in some other accounts. This would require tapping into the reserve fund. Commissioner Wilson stated that the fund balance now will only be about sixty-five thousand dollars, but due to cuts in the funding previously available from federal funds it has become necessary to tap into the reserve fund to meet some of the Board's obligations. A great deal of discussion followed, and Commissioner Lillard called for a roll call vote.

Voting "YES" were Commissioners Joann Allen, Brewer, Cox, Dowdle, Gant, German, Harris, Karcher, Kelley, Logan, McCloud, Oglesby, and Wilson. (14)

Voting "NO": Commissioners Ed Allen, Anderson, Burnette, Cook, Lilliard. (5)

# FAYETTE COUNTY PUBLIC WORKS DEPARTMENT

117 HIAWATHA STREET  
P.O. BOX 579

901-465-5222  
FAX 901-465-5214

HANK FRANCK, Chairman  
BUCK MATTHEWS, Secretary  
ROBERT MCQUEEN

ROBERT TURPEN  
RUSSELL WICKER  
JIM SMITH, Superintendent

## BUDGET AMENDMENT NO.3 2006-2007 HIGHWAY FUND 131

<u>EXPENDITURES</u>	<u>AMENDMENT</u>	<u>AMENDED TOTAL</u>
<u>61000 Administration</u>		
320 Dues	+ \$330.00	\$3,730.00
Total 61000:	+ \$330.00	\$171,193.00
<u>62000 Highway &amp; Bridge Maint.</u>		
405 Asphalt Liquid	- \$6,000.00	\$12,000.00
446 Small Tools	+ 200.00	700.00
Total 62000:	- \$5,800.00	\$1,261,992.00
<u>63100 Oper. &amp; Maint. Equip.</u>		
336 Maint. & Repair Services	- \$10,000.00	\$15,000.00
412 Diesel Fuel	+ 15,000.00	115,000.00
418 Equipment Parts	- 5,430.00	104,570.00
425 Gasoline	+ 5,000.00	50,000.00
433 Lubricants	+ 5,000.00	11,500.00
446 Small Tools	+ 300.00	1,800.00
450 Tires & Tubes	- 7,000.00	18,000.00
499 Other Supplies & Mat'l.	+ 300.00	4,300.00
Total 63100:	+ \$3,170.00	\$455,482.00