

FAYETTE COUNTY LEGISLATIVE BODY

MAY 3, 2011

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BE IT REMEMBERED that the Fayette County Legislative Body met in regular session at the Bill G. Kelley Justice Complex in Somerville, Tennessee, on the 3rd day of May, 2011. Due to inclement weather on April 26, 2011, the meeting was rescheduled for one week later. Present and presiding was Chairman Rhea Taylor. Also present were the following: Sue W. Culver; County Clerk; James R. "Bobby" Riles; Sheriff; and the following County Commissioners: Ed Allen, Steve Anderson, Charles Brewer, Odis Cox, Sissy Dowdle, Willie German, Ronald Harris, Reggie Howard, Judy Karcher, Bill Kelley, Terry Leggett; David Lillard, Sylvester Logan, Claude Oglesby, Steve Reeves, Raymond Seals, Myles Wilson, and Larry Watkins.

Commissioner Joann Allen was absent. A quorum was met with eighteen (18) Commissioners present.

The meeting opened with a brief recess for an Attorney-client meeting with the Commissioners and the County Attorney.

The floor was opened for comments on non-agenda items. John Bragorgas, of 155 Memphis Dr., Somerville, Tn 38068 came forward with his concerns about freedom of speech.

Commissioner Dowdle moved that the minutes from March 1, 2011, and March 22, 2011, be approved. The motion was seconded by Commissioner Watkins and passed unanimously.

Chairman Taylor stated that the resolution honoring Wayne Burch, member of the Public Works Board until his death in December, 2010 will be postponed until the next meeting.

John Pitner, of the Planning and Development Office introduced a request for rezoning from R-3, restrictive residential, to B-2, neighborhood business for applicant Garner Houston in Civil District one (1). The proposed Somerville Beltway will cross west of this site, making this a prime location for a service station or like business. Mr Pitner stated that the surrounding property owners have been notified of the request. Mr Pitner also stated that the recommendation from the Planning Commission is to deny approval.

The floor was opened for a public hearing regarding the rezoning of the property. Speaking "for" the rezoning was Jim Kelley representing Garner Houston, the property owner, who stated that the City of Somerville had given a favorable ruling for the rezoning.

Speaking "against" the rezoning was Robert Collie, Jr. of 187400 Highway 64, who lives directly behind the property.

After a great deal of discussion, Commissioner Ed Allen moved to deny the rezoning. The motion was seconded, and a roll call vote was taken with the following results:

Voting "YES", Commissioners Ed Allen, Anderson, German, Harris, Howard, Leggett, Lillard, and Reeves (8)

Voting "NO" Commissioners Brewer, Cox, Dowdle, Karcher, Kelley, Logan, Oglesby, Seals, Wilson, and Watkins (10)

Thereupon the motion to deny the rezoning failed.

Commissioner Watkins then moved to approve the rezoning. The motion was seconded by Commissioner Dowdle, but Commissioner Reeves moved to table the matter until the next meeting to allow for more discussion. The motion was duly seconded and a roll call vote was taken on the matter to table with the following results :

Voting "NO" were Commissioners Ed Allen, Anderson, Brewer, German, Harris, Howard, Leggett, Lillard, and Reeves (9)

Voting "YES" were Commissioners Cox, Dowdle, Karcher, Kelley, Logan, Oglesby, Seals, Wilson, and Watkins (9)

Without the proper majority the motion to table failed.

A roll call vote was then taken on the original motion to approve the re-zoning with the following results:

Voting "NO" were Commissioners Ed Allen, Anderson, German, Harris, Howard, Leggett, Lillard, and Reeves (8)

Voting "YES" were Commissioners Brewer, Cox, Dowdle, Karcher, Kelley, Logan, Oglesby, Seals, Wilson, and Watkins (10).

Thereupon the motion to rezone the property from R-3 to B-2 passed.

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 or any regulation of or within any district or districts or any other provision of the zoning resolution following submission of the amendment to 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 Amendment by the Fayette County Regional Planning Commission on April 4, 2011, 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 Amendment by the Fayette County Board of Commissioners on May 3, 2011, 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 3rd DAY OF MAY, 2011:

SECTION 1. That the following described tract of land of 3.03 acres owned by Garner M. Houston (Instrument Number 09004094 in the Office of the Fayette County Register) south of U.S. Highway 64 identified as part of Parcel 44.03 on Tax Map 91 be rezoned from R-3 RESTRICTED RESIDENTIAL TO B-2 NEIGHBORHOOD BUSINESS:

Commencing at a point of the south R.O.W. of Highway 64 and the centerline of Bennets Creek, which point is the Northeast corner of Parrot Farms as recorded in Deed Book 564, Page 212, Register's Office of Fayette County, Tennessee, thence along the south R.O.W. of Highway 64, N77°18'55"E a distance of 74.02 feet to the TRUE POINT OF BEGINNING; thence N77°18'55"E a distance of 346.79 feet to a point; thence S05°47'54"E a distance of 103.81 feet to a point; thence S31°21'54"E a distance of 252.24 feet to a point; thence S50°40'09"W a distance of 95.99 feet to a point; thence N73°01'05"W a distance of 104.62 feet to a point; thence N26°34'55"W a distance of 63.47 feet to a point; thence N87°03'48"W a distance of 95.11 feet to a point; thence S61°43'01"W a distance of 76.42 feet to a point; thence S27°43'02"W a distance of 76.52 feet to a point; thence S09°03'25"W a distance of 160.64 feet to a point; thence N38°10'40"W a distance of 167.63 feet to a point; thence N36°39'16"E a distance of 71.96 feet to a point; thence N09°16'40"E a distance of 152.23 feet to a point; thence N07°42'01"W a distance of 135.24 feet back to the TRUE POINT OF BEGINNING and containing 132,061.46 square feet OR 3.03 acres.

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

Mr. Pitner introduced the following "Resolution To Amend The Fayette County Zoning Resolution To Protect The Continuity And Proper Functioning In Subdivisions Of Drainage Detention Basins Required To Be Installed By The Fayette County Regional Planning Commission" for approval.

The floor was opened for a public hearing in the matter. With no one speaking "for" or "against" the resolution, the public hearing was closed.

Commissioner Logan moved that the resolution be adopted, and Commissioner Kelley seconded the motion. The resolution passed unanimously.

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 Board of Commissioners is empowered to amend the number, shape, boundary, area, or any regulation of or within any district or districts or any other provision of the zoning resolution; and

WHEREAS, pursuant to Article IV of the Fayette County Zoning Resolution a public hearing was held on the proposed Amendment by the Fayette County Regional Planning Commission on April 4, 2011, 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 before the Fayette County Board of Commissioners on May 3, 2011, 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 3rd DAY OF MAY, 2011:

SECTION 1. That there be revised Article V – "General Provisions" – by adding the following Section 16, entitled "Drainage Detention Basins": "No drainage detention basin required by the Fayette County Regional Planning Commission to be installed in a subdivision and depicted as an easement or similar encumbrance on a recorded plat shall be breached or filled or obstructed or otherwise disrupted in its normal functioning in any way without the prior consent of both the Fayette County Public Works Board and the Fayette County Regional Planning Commission, as documented in the minutes of each board, and any violation of this provision shall be prosecutable against any and/or all person(s) on whose land the drainage detention basin is located as well against any other responsible party."

SECTION 2. This amendment shall become effective the day following its adoption, the public welfare requiring it.

Commissioner Reeves moved that the following be approved as notaries public: Howard A. Alperin; E. Ann Blackmore; Donnie W. Culver, Jr; David L. Douglas; Katie Cooper Logan; Ronnie Neill; Stephanie M. Peterson; Stacie M. Sorrentino; and Christy Wicker. The motion was seconded by Commissioner Oglesby and passed unanimously.

Chairman Taylor stated that he had summarized copies of the Trustee's Report which was not included in the Commissioner's packets. The financial reports were included in the packets.

Chairman Taylor then reported for the County Mayor's Office. He began by thanking the Emergency Services for their work during the flood. Members of the Sheriff's Department, Cities' Police Departments, Public Works, Emergency Management, fire departments, and Rescue Squad were praised for their efforts in rescuing people from flooded areas and clearing roadways. He stated that the training the County is providing to these agencies is the reason that the citizens are being well taken care of. He reported that the Norfolk Southern Intermodal Facility had their grand opening at Rossville, dirt work should begin later this year, and that in eighteen months or so we will see railcars on that site. Budget packets were handed out and meetings regarding the budget for the coming year will begin next week. He stated that there is a large gap between revenue coming in and budget requests. He stated that Tax Anticipation Notes will have to be issued for cash flow purposes, just as we did last year.

There were no reports from the Sheriff's Department, Juvenile Court, Trustee's Office or Planning and Development. Dr. Gray reported for the Board of Education, and also thanked the Emergency Services for their accurate information which assisted them in diverting disaster with the school buses. Jim Smith of the Board of Public Works stated that Public Works had put in a lot of hours due to the floods, also, and that the bridge that washed out on Somerville LaGrange Road is now back in service.

Commissioner Wilson reported for the Development Committee. He moved that the following "Proposal Of The Department Of Transportation Of The State of Tennessee To the County of Fayette, Tennessee" regarding the Highway 57 Railroad Overpass be approved. The motion was seconded by Commissioner Brewer and passed unanimously.

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee hereinafter "DEPARTMENT", proposes to construct a project designated as State Project 24006-2248-94 and Federal Project CM-57(SD) that is described as: SR-57 Bridge and approaches over Norfolk Southern Railroad (MPRIME) in Fayette, hereinafter hereinafter COUNTY, provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, if the COUNTY will agree:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 404 James Robertson Parkway, Nashville, Tennessee 37248-0487, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense; and
2. To close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law; and

State Project Number 24006-2248-94
Federal Project Number CM-57(52)

3. To transfer or cause to be transferred to the DEPARTMENT without cost to it, all land owned by the COUNTY or by any of its instrumentalities as required for right-of-way or easement purposes,

provided such land is being used or dedicated for road or other public way purposes; and

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right of way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take action necessary to require the removal or adjustment of any of the above described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY; and

5. To maintain any frontage road to be constructed as part of the project; and

6. That after the project is completed and open to traffic, to accept for jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, and

State Project Number 24006-2248-94
Federal Project Number CM-57(52)

7. That the COUNTY will make no changes or alter any segment of a road on its road system that lies within limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT; and

8. That no provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system; and

9. That it is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT'S right-of-way shall be maintained and replaced by the COUNTY; and

10. That when traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right of way for the project, any building improvements become in violation of a COUNTY setback/building line requirement, the COUNTY agrees to waive enforcement of the COUNTY setback/building line requirement and take other proper governmental action therefore.

12. To prohibit encroachments of any kind upon the right-of-way and easements for the project; and

13. To prohibit the servicing of motor vehicles within the right-of-way and easements for the project;

and

14. To obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project and before installing any device for the purpose of regulating the movement of traffic; and

15. The DEPARTMENT will maintain the completed project if it is classified as full access control (i.e. a project which has no intersecting streets at grade), and it will maintain the pavement from curb to curb where curbs exist or the full width of the roadway where no curbs exist on non-access control projects. The COUNTY agrees to maintain other parts of non-access control projects.

16. That when said project is completed, it thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation or governmental agency, without first obtaining the approval of the DEPARTMENT.

The acceptance of this proposal shall be evidenced by the passage of a resolution, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto. Therefore, the DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation or damage civil actions of which the Attorney General has received the notice and pleadings provided for herein.

The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

State Project Number 24006-2248-94
Federal Project Number CM-57(52)

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized officials on this _____ day of _____, 2011.

THE COUNTY OF PAYETTE

BY: _____ DATE: _____
County Executive

STATE OF TENNESSEE

DEPARTMENT OF TRANSPORTATION

BY: _____ DATE: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: _____ DATE: _____
Attorney, Department of Transportation
MAP

Commissioner Wilson then moved that the following "Proposal Of The Department Of Transportation Of The State Of Tennessee To The County Of Fayette, Tennessee" regarding Interstate 269 through Piperton be adopted. The motion was seconded by Commissioner Leggett and passed unanimously.

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee hereinafter "DEPARTMENT", proposes to construct a project designated as State Project 24469-2102-44/79469-2104-44 and Federal Project NC-I-269(17 that is described as: I-269: from Mississippi State Line to SR-385 in Fayette., hereinafter, hereinafter COUNTY, provided the COUNTY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, if the COUNTY will agree:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 404 James Robertson Parkway, Nashville, Tennessee 37243-0487, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense; and
2. To close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law; and

State Project Number 24469-2102-44/79469-
2104-44
Federal Project Number NC-I-269(17)

3. To transfer or cause to be transferred to the DEPARTMENT without cost to it, all land owned by the COUNTY or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes; and

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right of way of any road or other public way owned by the COUNTY, or any of its instrumentalities, the COUNTY agrees that it will take action necessary to require the removal or adjustment of any of the above described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the COUNTY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY; and

5. To maintain any frontage road to be constructed as part of the project; and
6. That after the project is completed and open to traffic, to accept for jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, and

State Project Number	24469-2102-44/79469-
2104-44	
Federal Project Number	<u>NC-I-269(17)</u>

7. That the COUNTY will make no changes or alter any segment of a road on its road system that lies within limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT; and

8. That no provision hereof shall be construed as changing the maintenance responsibility of the COUNTY for such part of the project as may presently be on its highway, street, road or bridge system; and

9. That it is understood and agreed between the DEPARTMENT and the COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT'S right-of-way shall be maintained and replaced by the COUNTY; and

10. That when traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the COUNTY.

11. If, as a result of acquisition and use of right of way for the project, any building improvements become in violation of a COUNTY setback/building line requirement, the COUNTY agrees to waive enforcement of the COUNTY setback/building line requirement and take other proper governmental action therefore.

12. To prohibit encroachments of any kind upon the right-of-way and easements for the project; and

13. To prohibit the servicing of motor vehicles within the right-of-way and easements for the project;

and

State Project Number 24469-2102-44/79469-
2104-44
Federal Project Number NC-I-269(17)

14. To obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project and before installing any device for the purpose of regulating the movement of traffic; and

15. The DEPARTMENT will maintain the completed project if it is classified as full access control (i.e. a project which has no intersecting streets at grade), and it will maintain the pavement from curb to curb where curbs exist or the full width of the roadway where no curbs exist on non-access control projects. The COUNTY agrees to maintain other parts of non-access control projects.

16. That when said project is completed, it thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation or governmental agency, without first obtaining the approval of the DEPARTMENT.

The acceptance of this proposal shall be evidenced by the passage of a resolution, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto. Therefore, the DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation or damage civil actions of which the Attorney General has received the notice and pleadings provided for herein.

The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the COUNTY.

Commissioner Logan moved that the following Recommendation from the Board of Appeals be adopted to change the term of "licensed engineer" to "registered design professional". The motion was seconded by Commissioner Dowdle and passed unanimously.

With the recommendation of the Fayette County Office of Planning and Development and the Fayette County Building Department, the Board of Commissioners has adopted the 2006 International Building Code. As part of that adoption, the County Commission advised that any existing policy or directive, which conflicted with the new Code, should be brought into agreement with said Code.

With regards to the existing Builder's Instruction Packet, the Board of Appeals has voted to recommend to the County Commission, that the section entitled Minimum Seismic Requirements For Light Wood Frame Buildings - Item 2. - Monolithic slabs, be reviewed for agreement with the 2006 IBC. This item, in the Builders Instruction Packet, states that monolithic slabs be "Designed and inspected by a licensed engineer".

The term "licensed engineer" could be changed to read "registered design professional" as listed in the "Definition" section, page 18, of the 2006 International Building Code. The "Index" of the 2006 IBC, on pages 638 and 643, list both Architects and Engineers as "registered design professionals".

This change will bring the existing "Builder's Instruction Packet" into indisputable agreement with the new Code.

Commissioner German reported for the Health and Welfare Committee, stating that the Committee met on April 11, 2011. He then introduced the following "Resolution, United States Parental Rights Amendment". Mr. Hal Rounds addressed the Board regarding the reason for the resolution and Commissioner Howard moved that the resolution be approved and forwarded to the other counties in the state and to the State Legislature. The motion was seconded by Commissioner Ed Allen and a roll call vote was taken with the following results:

Voting "YES" were Commissioners Ed Allen, Anderson, Brewer, German, Harris, Howard, Karcher, Kelley, Leggett, Lillard, Reeves, and Seals (12)
Voting "NO": Commissioner Logan (1)

Abstaining: Commissioners Cox, Dowdle, Oglesby, Wilson, and Watkins (5)
Thereupon the motion passed.

FAYETTE COUNTY, TENNESSEE
BOARD OF COMMISSIONERS
RESOLUTION
UNITED STATES PARENTAL RIGHTS AMENDMENT

The Fayette County, Tennessee, County Commission, on behalf of the citizens of Fayette County, hereby resolves that:

- WHEREAS the Supreme Court of the United States has, in cases such as *Troxel v. Granville*, refused to affirm that parental rights are fundamental and therefore protected by the Ninth Amendment; and
- WHEREAS several United States Supreme Court justices have stated as a matter of policy that no fundamental right of parenthood exists, or that no such right is protected by the Constitution, or that life in our age is too complicated for management by parents alone; and
- WHEREAS the creation of policy lies within the power of the Legislative rather than the Judicial branch of government under the Constitution; and
- WHEREAS, our nation has long pursued the path of relying first and foremost on parents to meet the real and necessary needs of children; and
- WHEREAS, children are best served by the continued practice of requiring proper proof of harm before the government intervenes in the family to override parental decisions in any sphere of the child's upbringing; and
- WHEREAS, certain members of the United States Senate have called upon the Secretary of State and the President to forward to them the United Nations Convention on the Rights of the Child for ratification; and
- WHEREAS, Article VI of the Constitution of the United States provides that treaties that are ratified by the United States Senate become a part of the "supreme law of the land" and that state laws and constitutions are subservient to such treaties; and
- WHEREAS, most law that applies to children and families in Tennessee is state law; and
- WHEREAS, by virtue of the federal Supremacy Clause all Tennessee law regarding children may be overridden if there is a conflict with this treaty, if ratified; and
- WHEREAS, the Congress of the United States would be obligated to legislate to conform United States law with the treaty if ratified; and
- WHEREAS such legislation would transfer from Tennessee and her sister states to the Congress of the United States powers not delegated and currently reserved to the states under the Tenth Amendment to the U.S. Constitution; and
- WHEREAS, the treaty is subject to the general rule of international law that "custom" is binding law in many circumstances, rendering the text of a treaty as an unreliable guide to its future meaning; and
- WHEREAS, the United Nations Committee on the Rights of the Child at periodic intervals publishes "General Comments" which are substantive additions to the obligations of state parties under the Convention; and
- WHEREAS, the United Nations Committee on the Rights of the Child makes regular determinations of the meaning and the application of the treaty, and would hold these interpretations to be legally binding on the Congress of the United States and the courts of the United States when interpreting and enforcing the treaty; and

PROPOSED PARENTAL RIGHTS AMENDMENT TO THE UNITED STATES CONSTITUTION

SECTION 1

The liberty of parents to direct the upbringing and education of their children is a fundamental right.

SECTION 2

Neither the United States nor any state shall infringe upon this right without demonstrating that its governmental interest as applied to the person is of the highest order and not otherwise served.

SECTION 3

No treaty may be adopted nor shall any source of international law be employed to supersede, modify, interpret, or apply to the rights guaranteed by this article.

Commissioner Oglesby stated that the Personnel Committee did not meet.

Commissioner Anderson stated that the Criminal Justice/Public Safety Committee did not meet.

Commissioner Harris reported for the Budget Committee, which met on April 12, 2011. He moved that the following County General Fund Budget Amendment to relocate the Election Commission be approved. The motion was seconded by Commissioner Wilson and passed unanimously.

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 26th day of April, 2011, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center 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 10/11 April, 2011

<u>Adjustment to Expenditure Accounts:</u>	INCREASE	DECREASE
<u>51500 Election Commission</u>		
193 Election Workers		\$15,000.00
335 Maint. & Repair-Buildings	<u>\$15,000.00</u>	<u> </u>
Subtotal-51500	\$15,000.00	\$15,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 15,000.00	\$15,000.00
Change in Fund Balance this Amendment	\$	00.00

Commissioner Harris moved that the following County General Fund Budget Amendment adjusting accounts for the General Sessions Court Clerk be approved. The motion was seconded by Commissioner Brewer and passed unanimously.

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 26th day of April, 2011, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center 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 10/11
April, 2011**

<u>Adjustment to Expenditure Accounts:</u>	INCREASE	DECREASE
53320 General Sessions Court Clerk		
105 Assistant		\$ 500.00
106 Depury	<u>\$ 500.00</u>	<u> </u>
Subtotal-53320	\$ 500.00	\$ 500.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 500.00	\$ 500.00
Prior Estimated Expenditures		\$13,031,569.00
Total Estimated Expenditures this Amendment		\$13,031,569.00
Projected Fund Balance before Amendment		\$ 1,288,549.00
Change in Fund Balance this Amendment		\$ 00.00
Estimated Ending Fund Balance as of June 30, 2011		\$ 1,288,549.00

Commissioner Harris moved that the following County General Fund Budget Amendment adjusting expenditure accounts for the Fire Department be passed. The motion was seconded by Commissioner Oglesby and passed unanimously.

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 26th day of April, 2011, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center 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 10/11
April, 2011

<u>Adjustment to Expenditure Accounts:</u>	<u>INCREASE</u>	<u>DECREASE</u>
<u>54310 Fire Prevention</u>		
412 Diesel		\$ 2,000.00
442 Propane	<u>\$ 2,000.00</u>	<u> </u>
Subtotal-54310	\$ 2,000.00	\$ 2,000.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:	\$ 2,000.00	\$ 2,000.00
Prior Estimated Expenditures		\$13,031,569.00
Total Estimated Expenditures this Amendment		\$13,031,569.00
Projected Fund Balance before Amendment		\$ 1,288,549.00
Change in Fund Balance this Amendment		\$ 00.00
Estimated Ending Fund Balance as of June 30, 2011		\$ 1,288,549.00

Commissioner Harris moved that the County Debt Service Fund Budget Amendment regarding adjustments to the airport fund be approved. The motion was seconded by Commissioner German, and passed unanimously.

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 26th day of April, 2011, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee.

That the Debt Service Fund #151 Budget Amendment be amended in the following words and figures, to wit:

COUNTY DEBT SERVICE FUND
BUDGET AMENDMENT
F/Y 10/11
April, 2011

FUND 101
COUNTY GENERAL FUND

	INCREASE	DECREASE
<u>58220 Airport</u>		
590 Transfers to Other Funds		\$ 32,670.00
<u>Adjustment to Revenue Accounts:</u>	INCREASE	DECREASE
49800 Transfers In	<u>\$32,670.00</u>	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:	\$32,670.00	
<u>Adjustment to Fund Balance:</u>		
39000 Undesignated Fund Balance		<u>\$32,670.00</u>
TOTAL INCREASE/DECREASE TO FUND BALANCE:		\$32,670.00
<u>Adjustment to Expenditure Account:</u>	INCREASE	DECREASE
<u>82110 General Government</u>		
612 Principal on Other Loans	\$10,950.83	
<u>82210 General Government</u>		
613 Interest on Other Loans	<u>\$21,719.17</u>	
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNT:	\$32,670.00	

Commissioner Harris moved that the following Budget Amendment No.2 to the 2010-2011 Highway Fund 131 be approved. The motion was seconded by Commissioner Oglesby and passed unanimously.

<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
<u>65000 Other Charges</u>			
309 Contracts w/ Gov. Agencies	\$ 3,000.00		\$ 3,000.00
322 Evaluation & Testing	25,000.00		25,000.00
452 Utilities	7,000.00		26,000.00
515 Liability Claims	1,000.00		2,000.00
Net Change 65000:	\$ 36,000.00		\$ 252,046.00
<u>68000 Capital Outlay</u>			
714 Highway Equip.	\$138,500.00		\$ 338,500.00
Net Change 68000:	\$138,500.00		\$ 1,676,500.00
<u>82120 Hwy. & Streets</u>			
610 Principal on Lease		\$ (14,726.00)	\$ 38,310.00
611 Interest on Lease		(574.00)	3,426.00
Net Change 82120:		\$ (15,300.00)	\$ 41,736.00
<u>91200 Hwy. Capital Proj.</u>			
799 Other Capital Outlay		\$ (38,500.00)	\$ 159,276.00
Net Change 91200:		\$ (38,500.00)	\$ 159,276.00
Net Total Expenditures:	\$138,500.00		\$ 4,940,233.00
Excess of Est. Revenues: Over (Under) Est. Expenditures			\$ (328,964.00)
Est. Beginning FB, July 1			\$ 1,940,703.00
Est. Ending FB, June 30			\$ 1,611,739.00

Commissioner Harris moved that the following Amendment to the 2010-2011 Highway Fund depositing the FEMA funds from the 2010 flood be approved. The motion was seconded by Commissioner German and passed unanimously.

FAYETTE COUNTY PUBLIC WORKS DEPARTMENT

117 HIAWATHA STREET
P.O. BOX 579
SOMERVILLE, TENNESSEE 38068

901-465-5222
FAX 901-465-5214

HANK FRANCK, Chairman
ANDREW AVERY, Secretary
JIMMY JORDAN

WESLEY PARKS
RUSSELL WICKER
JIM SMITH, Superintendent

BUDGET AMENDMENT No.2

2010-2011 HIGHWAY FUND 131

<u>REVENUES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
47230 Disaster Relief	\$ 157,059.00		\$ 157,059.00
49700 Insurance Recovery	\$ 2,477.00		\$ 2,477.00
Net Total Revenues:	\$ 159,536.00		\$ 4,811,269.00

<u>EXPENDITURES</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED TOTAL</u>
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62000 Highway & Bridge Maint.

399 Other Contracted Services	\$ 4,800.00		\$ 34,800.00
405 Asphalt- Liquid	4,000.00		46,000.00
409 Crushed Stone	2,000.00		56,000.00
499 Other Supplies & Mat'l	2,000.00		5,000.00
Net Changes 62000:	\$ 12,800.00		\$ 1,504,976.00

63100 Oper. & Maint. Equip.

450 Tires & Tubes	\$ 5,000.00		\$ 25,000.00
Net Change 63100:	\$ 5,000.00		\$ 487,480.00

Commissioner Harris moved that the following Group Cares Request for a summer Group Workcamp program be approved at a cost of \$19,000 to the County every three years be approved. It allows for a group of young people to come into the area and work on houses for a week. It is a mission type project and the youth will stay in the Fayette Ware Gym while they are here. The motion was seconded by Commissioner Dowdle and passed unanimously.



Formerly Group Workcamps Foundation
2012 Cosponsor Application/Memorandum of Agreement

_____ (Cosponsor) is applying to partner with Group Cares, a non-profit 501(c)(3) headquartered in Loveland, Colorado, as a Cosponsor for a one-week Home Repair Workcamp in the summer of 2012.

To help both agencies to plan and execute the most effective Workcamp, this application also serves as a Memorandum of Agreement that sets forth the terms of our relationship once the location listed below is selected for the 2012 Workcamp Catalog (no later than May 2011).

Location: Cosponsor and Group Cares agree to conduct a one-week Workcamp during the summer of 2012

in: _____ (City, State).

Cosponsor Responsibilities:

- Build a coalition of community organizations and individuals to support and assist with the Workcamp.
- Identify, evaluate, and write Work Descriptions for between 75 and 90 homes for repair, in anticipation of up to 400 participants for the camp.
- Assist Group Cares in securing an agreement with a local school or similar host lodging facility to serve as the Workcamp housing and headquarters
- Funding for the Workcamp:
 - o Commit to provide a minimum of \$19,000 USD for building materials.
 - o If actual camp materials expenses do not reach the established camp budget, those expenses will then be split proportionally between Group Cares and the Cosponsor.
 - o Pay for building materials, that exceed the mutually agreed-upon Workcamp budget
 - o Any Cosponsor provided funds for building materials remaining after the Workcamp are retained by the Cosponsor
- Arrange for delivery of all construction materials to the work sites at least one week before the beginning date of the Workcamp
- Provide staff and/or volunteers to serve as Site Surveyors, Setup Crew, and Project Advisors
- Maintain a presence in and around the Workcamp during: site surveying – period of time when worksites are identified and written into projects, setup week – the week immediately prior to the camp when final preparations are made, and camp week
- Secure sufficient ladders of various sizes for every worksite requiring them during the Workcamp. Coordinate delivery and return of ladders.
- Coordinate and pay for the completion of uncompleted projects, if any.
- Coordinate removal of construction trash from the worksites.

Group Cares Responsibilities:

- Coordinate a comprehensive national marketing campaign soliciting volunteers to accomplish the work at sites selected by Cosponsor.
- Assign a professional Project Manager to help in preparations and planning throughout the process
- Provide guidance on securing applications for project sites
- Provide training and guidance on how to prepare Work Descriptions
- Strike a separate independent agreement with the lodging facility representatives.
- Draft a mutually agreed-upon Workcamp budget which is determined after sites have been identified and approved
- Funding for the Workcamp:
 - o Commit to provide up to \$30 per final registered Workcamp participant for building materials

- o Any Group Cares provided funds for building materials remaining after the Workcamp are retained by Group Cares
- Provide volunteer, non-professional labor worth as much as \$250 per Workcamp participant.
- Coordinate the purchase of all construction materials
- Provide a trained camp staff team of at least 12 individuals to manage the camp week
- Provide Cosponsor training events for first time Cosponsors the summer prior to their camp
- Make available the exclusive "Cosponsor Guide" for operating a Workcamp by September 2011
- Inform the Cosponsor of approximate final enrollment one month prior to the Workcamp
- Provide camp financial settlement documents after the camp

Workcamp Selection/Determination of Dates: Group Cares and the Cosponsor will work cooperatively to select potential dates of the camp in coordination with the lodging facility. Camp date preference is given to Cosponsors and lodging facilities who return signed agreements at the earliest date. Group Cares will select approved locations in April 2011 and notify the selected Cosponsors as soon as locations are finalized. Applications received after the deadline could be considered as "add-on camps" in case more camps are needed to satisfy demand of participants. If necessary, add-on locations are announced by January 2012 and Group Cares will notify Cosponsors in writing whether camps are added.

Release, Indemnification, and Insurance: Each party remains solely responsible and liable for its respective claims, debts, obligations, and liabilities. Neither party will hold the other liable for damage or injuries as a result of the negligent acts of the other. Each party hereby agrees to indemnify and hold harmless the other party with respect to any loss, claim, liability, or costs defending the same (including reasonable attorney fees and expenses) arising because of the action or inaction of another party. Each party will provide adequate liability insurance covering personal injury and property damage incurred as a result of its own negligent acts of its representatives, staff, or volunteer. At no time will employees, staff or volunteers of one party be considered acting in any of those capacities for the other.

Authority: By signing below, both Group Cares and Cosponsor confirm this letter of application has been authorized by their governing boards (if applicable).

Please sign this application and return it to our office. A signed copy will be forwarded once approved locations are finalized formalizing this application as a binding Memorandum of Agreement.

Name of Cosponsor Agency

Street	City	State	Zip
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Phone	Contact email
-------	---------------

Cosponsor Authorized Agent (signature)	(printed name & title)	Date
--	------------------------	------

Group Cares Authorized Agent (signature)	(printed name & title)	Date
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Formerly Group Workcamps Foundation

2012 School/Lodging Memorandum of Agreement

Group Cares, a non-profit 501 (c) (3) headquartered in Loveland Colorado, and

_____ agree to use
Lodging Provider

_____ located in
Facility Name

_____ *City* _____ *State*
 to house up to 450 volunteers for a one-week Workcamp in the summer of 2012. The participants will repair the homes of low-income residents, including the elderly and disabled. Also, the program will provide thousands of dollars in construction materials and up to 12,000 hours of volunteer labor during the camp.

The Lodging Provider authorizes use of the above facility during one of the following periods. Selection and notification of the week will occur in April, 2011: Please indicate 1st, 2nd, and 3rd preferences. (*note: a minimum of 2 weeks must be selected*)

_____ June 17-23	_____ July 8-14	_____ July 29-Aug 4
_____ June 24-30	_____ July 15-21	
_____ July 1-7	_____ July 22-28	

Lodging Provider agrees to:

- Allow Workcamp staff access to the facility at least four days before the Workcamp for set up and continuing through the Saturday of camp week.
- Allow Group Cares access to all areas of the facility except the following:

(Also, please provide a floor plan or map indicating rooms or areas that will not be available.)

- * _____ In cases where normal food service is contracted to an outside source or vendor:
 - Provide contact information and general pricing of the outside source/vendor
- * _____ In cases where school district employs their own food service staff:
 - Employ School District food service staff at regular wage rates according to schedules provided by Group Cares. Wage rates should be provided to Group Cares no later than Oct 1, 2011.
 - ◆ Direct food service staff to follow Group Cares' menus, serving schedules, and serving methods to prepare and serve 16 meals. (6 breakfasts, 5 sack lunches, 5 dinners) Starting with dinner Sunday of camp ending with breakfast Saturday of camp (Note: Remote location camps may have an additional dinner)
 - ◆ In cooperation with Group Cares staff, arrange for the purchase of all necessary food, food service items, beverages, and ice using the facility's usual channels and vendors.
 - ◆ Receive, inventory, and store all food and food service items purchased for the Workcamp.
 - ◆ Inventory and return acceptable food items to vendors. Returns are credited to Group Cares.
 - Employ School District custodial staff at regular wage rates according to schedules provided by Group Cares. Wage rates should be provided to Group Cares Project Manager no later than Oct 1, 2011.
 - ◆ Provide and maintain a clean facility, especially the cafeteria, gym, hallways, restrooms, locker rooms, shower areas, and common areas.
 - ◆ Ensure that showers, shower drains, toilets, and sinks are in good working order.
 - ◆ Arrange for adequate trash disposal and removal during the camp week and after camp is complete
 - ◆ Conduct pre-camp and post-camp facility inspection (walkthrough) with the Group Cares staff
- Provide a School District maintenance representative to remain "on call" as needed.
- Waive building use fees charging only utility fees that result from the Workcamp operation, if necessary.

Group Cares agrees to:

- Reimburse the School District for:
 - Food service and custodial wages (including benefits) at regular wage rates. Group Cares will not pay for the time exceeding the agreed upon work schedule.
 - Food and food service items purchased and used for the Workcamp.
 - Supplies used during the Workcamp (such as paper towels, toilet paper, soap, etc.).
 - Security personnel (if needed).
 - Reimburse the School District within 30 days of receiving invoices
- Provide liability insurance for personal injury and property damage incurred as the result of negligent or intentional acts of Group Cares representatives, staff, or volunteers.
- Repair or replace school property determined to be damaged during the Workcamp. It is uncommon for a school to be damaged during a Workcamp. However, if it happens, Group Cares will resolve the matter to the mutual satisfaction of the School District.
- Inspect the condition of the facility with a School District representative before and after the Workcamp.
- Provide professional staff to facilitate and supervise the Workcamp.
- Draft separate contract for food arrangements if the Lodging Provider normally has external food service arrangements through a contracted agency.
- Pay only for actual utility and supplies costs incurred only as a result of Workcamp operation

The School District will not be responsible for negligent acts of Group Cares representatives, staff, or volunteers. No School District representatives, staff, or volunteers will be considered employees, staff or volunteers of Group Cares. Group Cares will not be responsible for negligent acts of School District representatives, staff, or volunteers. No Group Cares representatives, staff, or volunteers will be considered employees, staff or volunteers of the School District.

Authority. By signing below, both Group Cares and Lodging Provider authority confirm this letter of application/agreement has been authorized by their governing boards (if applicable).

Please sign this agreement and return it to our office. A signed copy will be forwarded once approved locations are finalized.

Commissioner Harris moved that the Mayor be allowed to send a letter to the Comptroller of the State of Tennessee to begin the process of refinancing the county's current existing debt and incorporating the borrowing of funds for a new school. The motion was seconded by Commissioner Oglesby and passed unanimously.

Chairman Taylor introduced the packets of information from the consultant regarding what can be done toward building the new school. Tom Minor, Attorney for the school system told the Joint Education-Budget Committee meeting at their meeting on April 19, 2011 that he was proposing at the School Board meeting later that night that the bodies enter into mediation to try and arrive at a settlement. He then introduced the "Resolution To Agree To Mediation To Resolve Funding For New School Construction" for consideration by the Board, and requested that article number 4 read as following "The County Commission shall be represented at the mediation by the County Attorney, Trey Jordan, Steve Shields, County Mayor and Commissioner David Lillard".

Commissioner Anderson moved that the Resolution be adopted with article 4 to read as follows: “ The County Commission shall be represented at the mediation by the County Attorney, Trey Jordan, Steve Shields, County Mayor and Commissioner Claude Oglesby”, with the understanding that the guidelines that are set in there are guidelines and the Commission is not bound by them. The motion was seconded by Commissioner Lillard and passed unanimously, as follows:

WHEREAS, the Fayette County Commission has been requested to fund construction of a new facility for the Fayette County School System; and

WHEREAS, the Fayette County Commission desires to attain Unitary Status in the ongoing federal lawsuit, *McFerren et al. & United States of America v. County Board of Education of Fayette County, Tennessee*, Civil Action No. C-65-136; and

WHEREAS, the Fayette County Commission and the Fayette County School Board have not arrived at a satisfactory resolution; and

WHEREAS, the Fayette County School Board passed a resolution on April 19, 2011 asking for both parties to work with a mediator and the Fayette County Commission wants to explore every avenue to arrive at a satisfactory resolution;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Fayette County, meeting in regular session on this 26th day of April, 2011, that:

1. The Fayette County Commission agrees to hiring a mutually agreed upon mediator;
2. The mediator shall be chosen by the County Attorney, with the consultation of the County Commission's other attorneys, Trey Jordan and Steve Shields;
3. The cost of the mediator shall be split evenly between the parties and is anticipated to be for one day;
4. The County Commission shall be represented at the mediation by the County Attorney, Trey Jordan, Steve Shields, County Mayor and _____.
5. The Fayette County Commission directs the mediation team to negotiate a school construction project which:
 - a. Contemplates Fayette County funding a school at a level which incorporates the research done by the County Commission and considers the federal consent order which addressed the consolidation of Jefferson Elementary and Somerville Elementary schools into a new school;
 - b. Transfers property to Fayette County Government which house current operations and are anticipated to move to the new site;
 - c. Transfers property to Fayette County Government all other applicable property that becomes available due to the construction project;
 - d. Transfer the property on which Fayette County Public Works resides to Fayette County Government;
 - e. Commits the Fayette County School Board to contribute funds toward the debt of the project;
6. The mediation team will negotiate a proposal which conforms to the wishes of the County Commission as best as possible.
7. Any mediation proposal must be voted on favorably by the Fayette County Commission prior to its implementation.

Chairman Taylor stated that the Sheriff wishes to have an auction on May 20, 2011 of vehicles and equipment, and that the Mayor's office has a few small items to put into the auction, and requested approval for same. Motion was made by Commissioner Wilson and seconded by Commissioner Brewer to approve. The motion passed unanimously.

Commissioner Howard called to the Commission's attention an article in the last Sunday edition of the Commercial Appeal which states that Fayette County leads the state by far in the percentage of hand gun carry permits, with 3,418 permits. He stated that he was very proud of that number and would like to give acclamation to Butch Rhea who teaches the hand gun classes in this area.

With no further business before the Board the meeting was adjourned on a motion by Commissioner Dowdle, second by Commissioner Brewer, and unanimous vote by the Board.

Rhea V. Taylor, Mayor

Sue W. Culver, County Clerk