

A G E N D A

LAWRENCE COUNTY BOARD OF COMMISSIONERS

SPECIAL SESSION

APRIL 6, 1993 7:00 P.M.

CALL TO ORDER BY COUNTY CLERK

ROLL CALL

INVOCATION

SPECIAL CALL RESOLUTIONS TO BE ACTED UPON:

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1. RESOLUTION #01040693
Resolution to approve expansion of Balefill facility for recycling program.
 2. RESOLUTION #02040693
Resolution to fund 40% of building expansion for recycling facility not to exceed \$72,000.00.
 3. RESOLUTION #03040693
Resolution to approve loan to Board of Education from Debt Service Fund.
 4. RESOLUTION #04060393
Resolution to request Congress to support changing incentives for both health care recipients and providers while making health care available to all.
 5. RESOLUTION #05040693
Resolution to approve remodeling facilities for the Lawrence County Skill Center.
 6. RESOLUTION #06040693
Resolution to approve funding assistance to Loretto Industrial Development Project.

ELECTIONS:
Notaries

COUNTY COMMISSION, LAWRENCE COUNTY, TN

KENNETH WEATHERS, COUNTY CLERK

RESOLUTION #	Special Session	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
	Roll Call							
	Invocation <i>Gabel</i>							
	Pledge to the Flag <i>Butler</i>							
14th District	964-2430							
BENEFIELD, DELANO	4628 Hwy 43 N. S'Town, TN 38483						✓	
16th District	762-3167							
BUIE, JIM	508 8th St. L'burg, TN 38464							Ab
15th District	762-7938							
BUTLER, JACK	1000 Pine Cr. L'Burg, TN 38464						✓	
13th District	762-4391							
CONE, STEVE	205 Parkes Ave. L'Burg, TN 38464						✓	
1st District	845-4404							
FERRELL, CHARLES N.	575 Mt Nebo Rd. Iron City 38463						✓	
5th District	852-2899							
GABEL, JIM	P O Box 176 Leoma 38468						✓	
6th District	853-6709							
GREEN, ROBERT L.	P O Box 224 Loretto 38469						✓	
8th District	762-6640							
GRISHAM, BILL	199 Crawford Ln L'burg 38464						✓	
18th District	829-2603							
HILL, STEVE	38 Dry Weakley Ethridge 38456						✓	
4th District	852-4561							
KEMNER, ALAN J	226 Dunn-Leoma Rd. Leoma 38468						✓	
11th District	964-3080							
MOORE, TRAVIS	352 Corbin St. S'Town 38483						✓	
7th District	762-5501							
MOORE, W. T. (TOMMY)	305 Pond Field Rd. West Point 38486						✓	
3rd District	852-2425							
PARROTT, L. C.	52 Williams Hill Rd. Leoma 38468						✓	
10th District	762-8007							
PERRY, TIM A.	1136 Ethridge-Redhill Rd Ethridge 38456						✓	
12th District	762-6357							
RAY, TOMMY	313 Shirley Dr. L'Burg 38464						✓	
9th District	762-2433							
SANDRELL, CARL	79 Bishop Rd. L'Burg 38464						✓	
17th District	762-8246							
WILBURN, JAMES D.	430 Frank St L'Burg 38464						✓	
2nd District	853-6725							
YOCOM, WAYNE A	148 Rigling Rd Loretto 38469						✓	
TOTALS							17	1

Date _____

KENNETH WEATHERS, COUNTY CLERK

RESOLUTION #01040693

Resolution to approve expansion of Balefill facility for recycling program.

NOW, THEREFORE BE IT RESOLVED by the Lawrence County Board of Commissioners meeting in Special Session this 6th. day of April, 1993, approve expansion of Balefill facility for recycling program.

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A proposal for a joint recycling operation attached for resolution Number 1 and Number 2

RESOLUTION #02040693

Resolution to fund 40% of building expansion for recycling facility not to exceed \$72,000.00.

NOW THEREFORE, BE IT RESOLVED by the Lawrence County Board of Commissioners meeting in Special Session this 6th. day of April, 1993, approve to fund 40% of building expansion for recycling facility not to exceed \$72,000.00.

*
* .

RESOLUTION NO.

RESOLUTION OF LAWRENCE COUNTY AUTHORIZING LAWRENCE COUNTY TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH THE CITY OF LAWRENCEBURG FOR THE JOINT AND COOPERATIVE CONSTRUCTION AND OPERATION OF A MATERIALS RECOVERY FACILITY

WHEREAS, pursuant to T.C.A. Title 68, Chapter 211, Part 8, the State of Tennessee has established a goal to reduce by 25% the amount of solid waste disposed of at local solid waste disposal facilities; and

WHEREAS, it appears that the most efficient method of reducing the solid waste disposed of at the facility operated by the Lawrenceburg/Lawrence County Solid Waste Management System (SWMS) is to adopt a recycling program able to meet the aforesated goal; and

WHEREAS, Draper Aden Associates, the engineers for the SWMS, have proposed as the most cost efficient method of reducing the amount of solid waste disposed of in the present landfill is by the construction and operation of a "Materials Recovery Facility" adjacent to and as part of the present facility operated by the SWMS, as set forth in the proposal from Draper Aden Associates which is attached hereto and incorporated herein.

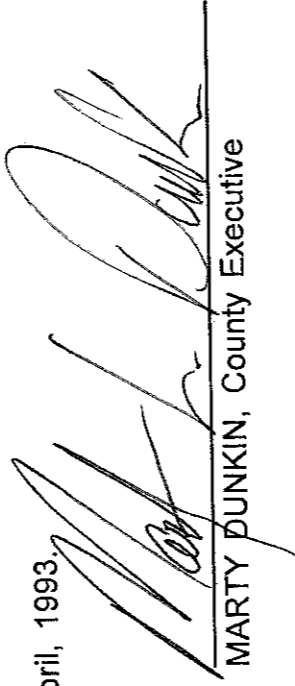
THEREFORE, be it resolved by the Lawrence County Board of Commissioners meeting in special session this the 6th day of April, 1993, that Lawrence County adopts the proposal of Draper Aden Associates, engineers for the SWMS; and

BE IT FURTHER RESOLVED that the County Executive for Lawrence County is given authority to enter into an amendment to the "Interlocal Agreement for

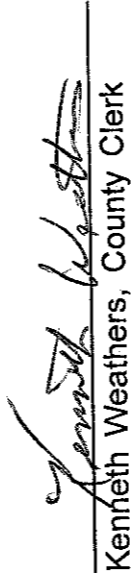
the Joint and Cooperative Operation and Maintenance of a Solid Waste Collection and Disposal System" entered into on October 20, 1986, between Lawrence County and the City of Lawrenceburg, as previously amended to provide for the construction and operation of said Materials Recovery Facility, a copy of which amendment is attached hereto.

BE IT FURTHER RESOLVED that there is hereby appropriated out of the County general fund a sum not to exceed Seventy Five Thousand Seven Hundred Four Dollars (\$75,704.00) for the construction of the building to house the materials recovery facility and the County Executive is authorized to enter into a contract for the construction of such a facility.

This Resolution shall take effect upon its passage, the public welfare requiring it. Passed this 6th day of April, 1993.


MARTY DUNKIN, County Executive

ATTEST:


Kenneth Weathers, County Clerk

AMENDMENT TO INTERLOCAL AGREEMENT FOR THE JOINT AND
COOPERATION OPERATION AND MAINTENANCE OF A SOLID
WASTE COLLECTION AND DISPOSAL SYSTEM

WHEREAS, the County of Lawrence, by and through its county legislative body, and the City of Lawrenceburg, by and through its Board of Commissioners, each of which is a political subdivision of the State of Tennessee, did, on October 20, 1986, adopt an Interlocal Agreement for the Joint and Cooperative Operation and Maintenance of a Solid Waste Collection and Disposal System; and

WHEREAS, said agreement provided for amendments and modifications to be made to the agreement as circumstances and conditions may require in order to promote the efficient administration and operation of the system, and to insure an equitable and fair participation by the parties in their contributions and other obligations hereunder; and

WHEREAS, pursuant to T.C.A. Title 68, Chapter 211, Part 8, the State of Tennessee has established a goal to reduce by 25% the amount of solid waste disposed of at local solid waste disposal facilities; and

WHEREAS, it appears that the most efficient method of reducing the solid waste disposed of at the facility operated by the Lawrenceburg/Lawrence County Solid Waste Management System (SWMS) is to adopt a recycling program able to meet the aforesated goal; and

WHEREAS, Draper Aden Associates, the engineers for the SWMS, have proposed as the most cost efficient method of reducing the amount of solid waste disposed of in the present landfill is

by the construction and operation of a "Materials Recovery Facility" adjacent to and as part of the present facility operated by the SWMS, as set forth in the proposal from Draper Aden Associates which is attached hereto and incorporated herein.

NOW, THEREFORE, the County of Lawrence and the City of Lawrenceburg do mutually agree among and with each other to amend the Interlocal Agreement previously entered into by the parties on October 20, 1986, as previously amended, and for which they do further agree and covenant among and with each other as follows:

I. By adding an additional Section 11 as follows:

Materials Recovery Facility

1. The Lawrenceburg/Lawrence County Solid Waste Management Board shall be the agent of the parties for the administration of the Materials Recovery Facility, and each of the parties hereto direct said Board to make every effort to achieve the goal of a 25% reduction of the amount of solid waste disposed of in the landfill as set forth in T.C.A. Title 68, Chapter 211, Part 8.

2. The parties hereto shall continue to contribute to the capital outlay, and the expenses of operation of the Materials Recovery Facility, according to the budget approved by the parties hereto, in the same proportions and percentages as previously agreed upon between the parties, that is as follows:

County of Lawrence	40%
City of Lawrenceburg	60%

3. That the City of Lawrenceburg will contribute, at no cost to Lawrence County, the vertical baler, the glass

* crusher, and the conveyor the City of Lawrenceburg presently owns and uses in its present recycling program.

II. It is also understood and agreed between the parties that any facilities constructed as a result of the materials recovery system are subject to the lease agreement heretofore entered into between Lawrence County and the City of Lawrenceburg on January 19, 1988, for the present site of the landfill as operated by the Lawrenceburg/Lawrence County Solid Waste Management System.

III. This agreement shall take effect upon its adoption by the governing bodies of all the parties hereto.

COUNTY OF LAWRENCE

ATTEST:

Kenneth Weathers, County Clerk By: Marty Dunkin, County Executive

CITY OF LAWRENCEBURG

Ralph Cross, Secretary By: Lindsey Garner, Mayor
City of Lawrenceburg

LAWRENCEBURG - LAWRENCE COUNTY
MATERIALS RECOVERY FACILITY (MRF)

A PROPOSAL FOR A JOINT
RECYCLING OPERATION

PRESENTED BY

Marty Dunkin
Lawrence County Executive

Lindsey Garner III
Mayor, Lawrenceburg

County Executive
Marty Dunkin
Lawrence County Courthouse
240 West Gaines
Lawrenceburg, TN 38464

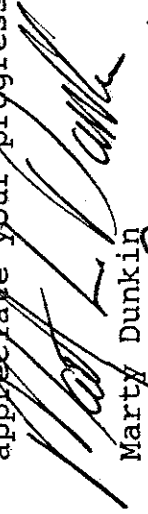
Mayor of Lawrenceburg
Lindsey Garner III
City of Lawrenceburg
P. O. Box 590
Lawrenceburg, TN 38464

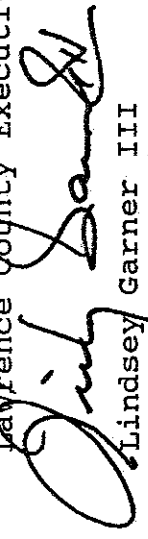
TO WHOM IT MAY CONCERN:

Our governments are facing one of the most intense and costly challenges of the decade with the coming subtitled regulations. Solid waste collection and disposal has become a major financial burden.

Recycling is the only method to avoid these costly regulations and protect our environment. We are proposing a joint recycling operation to reduce the waste stream in our communities. The Blue Bag, Co-collection System, coupled with the Joint Materials Recovery Facility (MRF), is the most economical method and has the capacity for the highest penetration of waste diversion we have studied.

This program is the first step in lowering our costs and protecting our environment. It is our hope that you will give this program your approval and assistance. Future Lawrence Countians will appreciate your progressive actions.


Marty Dunkin
Lawrence County Executive


Lindsey Garner III
Mayor, Lawrenceburg

The next (5) five pages are an outline prepared by Draper Aden Associates, the Engineers for our Balefill Facility. This outline explains the operation of the MRF and estimates proposed construction and capital costs. In our discussions with local contractors, we feel the estimates are around 10% too high for the local construction market.

Section II Proposed Materials Recovery Facility (MRF)

Purpose

The purpose of this report is to review the potential for adding a Materials Recovery Facility for recyclables onto the existing baler building. This is to provide preliminary numbers for use by the Board in comparing this option to other options which have been are might be considered.

Site and Building Layout

The proposed MRF is a 100 foot by 70 foot extension of the existing baler building (See Drawing MRF-1). A loading dock is to be located at the back of the building for forklift access to a trailer which would be parked behind the building. Sufficient room should remain for maneuvering of traffic around the building during normal operations.

The waste flow through the MRF is planned to operate in concert with the flow through the baler building. Given that the blue bag system is utilized, the tipping floor will remain the same and the blue bags will simply be removed from the tipping floor and deposited into wheel carts. The carts would then be wheeled into the MRF and the blue bags dumped at the blue bag stockpile (See Drawing MRF-2). The bags would then be opened and their contents dumped onto a conveyor which would pass through several picking stations. At each station, select items would be removed and placed into wheeled carts. When full, these carts would be wheeled to designated stockpile locations and emptied into gaylord boxes or onto the floor. When sufficient baleable materials had been stockpiled to make one bale, the materials would be fed through the vertical baler and the bale made. At that point, a forklift would move the bale onto the waiting trailer or to the bale storage area if the trailer was full or not available. When sufficient glass materials had been stockpiled to make one gaylord box of crushed glass, a similar process would be followed.

After the contents of the blue bags has run through the picking stations, the residuals will fall to the floor. The residuals consist of materials which had either been mistakenly placed into the blue bags or had been contaminated at some point in the process and were no longer recyclable. These would be pushed back to the tipping floor and thence to the baler.

Operational Requirements

The operation of the MRF would require a full-time staff of 3 to 4 persons. These four persons would all man the picking stations during times of waste flow. At other times, they will be moving bales or boxes, operating the vertical baler, loading the trailer, or assisting in baler or balefill operations. It is recommended that such a facility begin with a staff of two and hire additional personnel as needed.

It is recommended that 14 wheeled carts be purchased. An additional optional recommendation would be for the purchase of a small Bobcat-type loader to assist in operations. If the forklift cannot be spared for two hours per day, an additional forklift might be required.

Some of these personnel and equipment requirements could be lessened by the staggering of the shifts between the baler crew and the MRF crew. For example, having the MRF crew come in two hours later than the baler crew and work two hours later would eliminate the need for an additional forklift.

Flexibility

The success or failure of recycling systems frequently depends upon being able to revise the capital items to meet revised operational requirements. The operational plan proposed when the MRF is built may turn out to not be the best plan for the long run. Therefore the ability of the MRF to function under several different scenarios should be examined.

The system has been designed to meet the needs of a blue bag system. Three other systems will be addressed: curbside collection, drop-off center collection, and front end separation.

Curbside Collection:

In the event that the Board changes to curbside collection in the future the MRF would operate the same as designed with the exception that the recyclable collection trucks would enter through the door in the new building next to tipping floor access in the baler building and would direct dump onto the floor at the location of the blue bag stockpile area. No plant changes would be required to address this option.

Drop-Off Center Collection:

The MRF would function just as designed with the trucks hauling the containers from the drop-off centers dumping directly onto the floor in the blue bag stockpile area. The dumping period would be more labor intensive as each separated material would have to be cleared away before the next compartment was emptied. The blue bag stockpile area would have to be separated into distinct dumping areas for different items. No plant changes would be required to address this option.

Front End Separation:

The tipping floor of the entire facility would have to be moved from the existing location into the MRF with the existing tipping floor being used only as a by-pass in the event of the MRF being overloaded. A new larger conveyor would have to be installed which started at ground level and raised the waste stream to waist height. The conveyor would empty into a second conveyor which

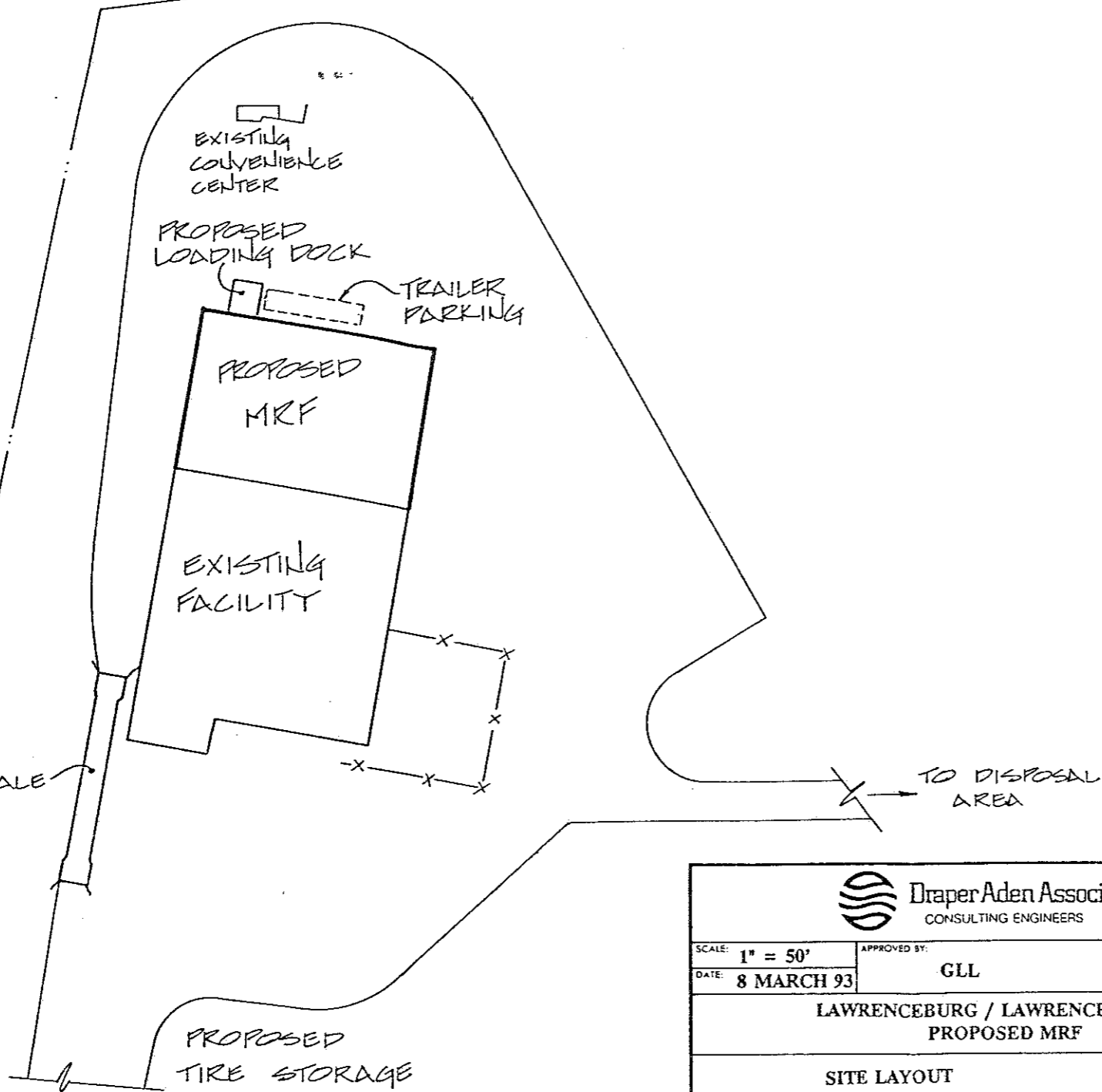
would take the residual to the baler. Additional capital cost would be required for the conveyor system.


Costs

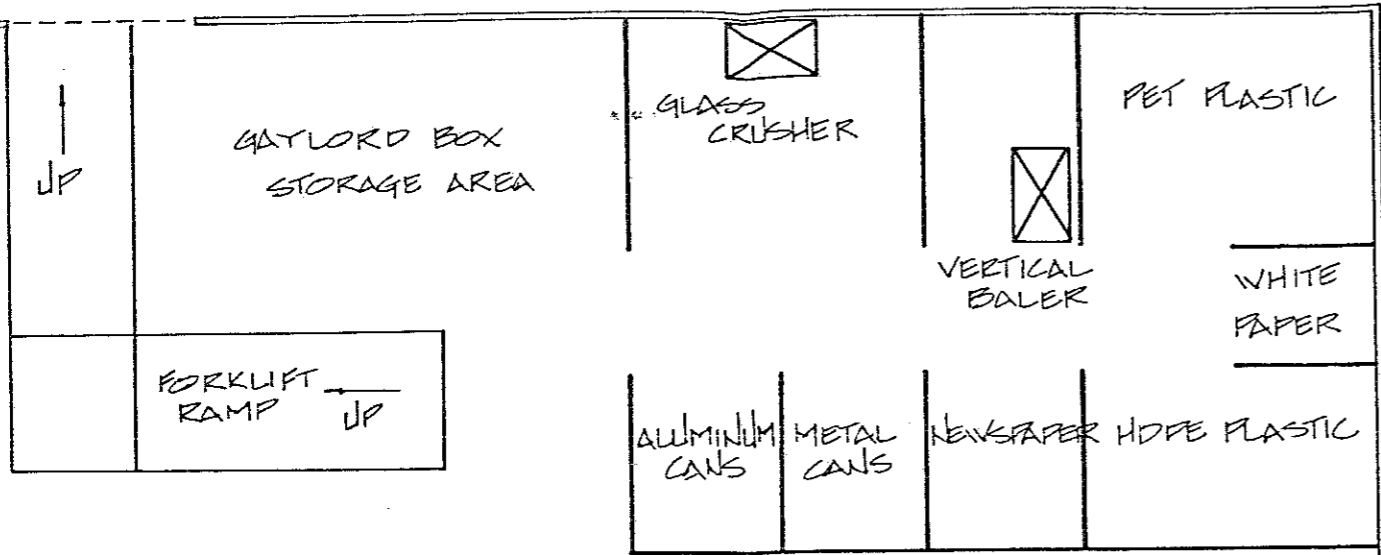
The following cost estimate assumes that the building would not require any major site work and that no equipment would be added which would require specific foundation requirements. Also no plumbing or office facilities would be placed in the new addition.

It is further assumed that the vertical baler, the glass crusher, and the conveyor from the City of Lawrenceburg system will be available at no charge.

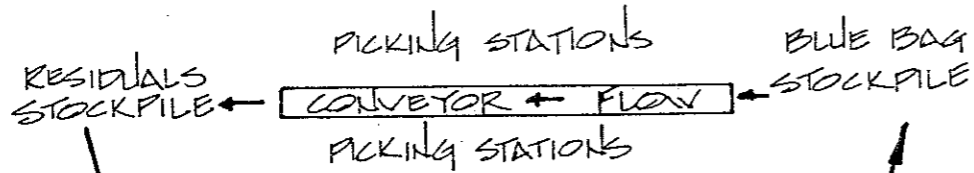
<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Building with footers	SF	7,000	\$10.00	\$70,000
6" Concrete Slab	SF	7,000	\$5.00	35,000
Lighting	SF	7,000	4.00	28,000
HVAC (standard)	SF	7,000	2.00	14,000
Sprinkler	SF	7,000	2.50	17,500
Loading Dock	EA	1	10,000	10,000
Wheeled Carts	EA	14	340.00	4,760
Small Loader	EA	1	10,000	10,000
				<hr/>
				\$189,260



 Draper Aden Associates CONSULTING ENGINEERS		
SCALE: 1" = 50'	APPROVED BY:	DRAWN BY:
DATE: 8 MARCH 93	GLL	REVISED:
LAWRENCEBURG / LAWRENCE COUNTY PROPOSED MRF		
SITE LAYOUT		DRAWING NUMBER MRF-1



BALE STORAGE AREA



NEW DOOR

TO SOLID WASTE BALER

EXISTING FACILITY

TIPPING FLOOR



Draper Aden Associates
CONSULTING ENGINEERS

SCALE: 1" = 10'

APPROVED BY

GLL

DRAWN BY

DATE: 8 MARCH 93

REVISED

LAWRENCEBURG / LAWRENCE COUNTY
PROPOSED MRF

BUILDING LAYOUT

DRAWING NUMBER

MRF-2

COST ANALYSIS FOR THE CITY OF LAWRENCEBURG

At present, the City of Lawrenceburg is operating a Curbside Recycling Program at an approximate cost of (\$238,724) Two Hundred Thirty Eight Thousand Seven Hundred Twenty Four Dollars per year which services 3,420, three thousand four hundred twenty, households. This figure only includes actual operating costs. Depreciation for equipment, vehicles and buildings would add another approximate (\$72,000) Seventy Two Thousand Dollars per year to this amount. This totals over (\$300,000) Three Hundred Thousand Dollars per year for our existing program.
(See Exhibit #1)

In 1992, 480.5 tons of solid waste were recycled and diverted from the landfill. This amount of waste diversion was an expense to the city of approximately (\$625) Six Hundred Twenty Five Dollars per ton. The average cost in the United States in 1991 was (\$157) One Hundred Fifty Seven Dollars per ton for curbside programs.

The most costly portion of curbside recycling is the labor involved in the duplication of regular garbage routes. To avoid this cost, we propose a Blue Bag Co-collection System. This process allows recyclables to be sorted at the household level and then be collected by the regular method of sanitation collection. Households will be given color coded bags to separate recyclables. The bags will be perforated to allow compaction inside the garbage trucks. The bags will then be pulled from the waste stream at the balefill facility and sorted at the proposed MRF. The cost of the bags are now estimated to be (\$20,000 - \$25,000) Twenty to Twenty Five Thousand Dollars assuming a (90%) ninety percent participation rate.

Assuming that the amount of recyclables diverted does not increase, this will lower the cost to (\$52) Fifty Two Dollars per ton. Any increase in the amount of recyclables diverted will lower this cost per ton proportionally.

The amount of recyclables diverted also lowers the amount of waste landfilled. At a cost of approximately (\$30) Thirty Dollars per ton for Sub Title D Landfills, (500) five hundred tons will represent an avoided cost savings of approximately (\$15,000) Fifteen Thousand Dollars per year, thereby lowering the real cost of the program to (\$10,000) Ten Thousand Dollars annually (\$21.00 per ton).

**COST ANALYSIS FOR
LAWRENCE COUNTY**

At present, no Recycling Program exist which covers the approximate (1700) seventeen hundred households in Lawrence County which are serviced by private haulers. To distribute the Blue Bags to these households will cost approximately (\$10,000 - \$15,000) Ten to Fifteen Thousand Dollars annually, assuming a (90%) ninety percent participation rate. With Sub Title D Regulations in place, our cost per ton for landfilled waste is (\$30) Thirty Dollars per ton. If 350, three hundred fifty tons of recycled material can be diverted with the Blue Bag Program, the avoided cost will compensate for the cost of the bags.

OPERATIONAL COST

I. Personnel

1. Laborer	(\$5.50/hr)	\$11,440.00
2. Laborer	(\$5.50/hr)	\$11,440.00
3. Laborer	(\$5.50/hr)	\$11,440.00
4. Laborer	(\$5.50/hr)	\$11,440.00

Fringe Benefits (app 28%)

	<u>\$45,760.00</u>
	\$12,812.00
	<u>\$58,752.00</u>

II. Non-Personnel Operating Expense

1. Maintenance & Repairs	\$ 3,500.00
2. Fuel	\$ 1,000.00
3. Utilities	\$ 1,000.00
	<u>\$ 5,000.00</u>

III. Administrative Expenses

None

The MRF Facility can be operated within the Balefill Facility Budget with the exception of the above additional costs. These items should be included in the Balefill's Budget for efficient operation of the system.

(EXHIBIT 1)

BUDGETED COST OF CURB-SIDE RECYCLING

FOR THE CITY OF LAWRENCEBURG

YEARS OF EMPLOY W/CITY	PERSONNEL	SALARY	VACATION	SICK LV	401K	CHRISTMAS	FICA	WORKMEN'S	MAJOR	DENTAL	LIFE	TOTAL
(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)	(ANNUAL)
11.3	ABBOTT, JIM	23,774	914	2,103	1,819	238	1,819	930	3,101	162	73	34,303
12.8	FOSTER, BOBBY	17,014	654	1,505	1,302	170	1,302	930	3,101	162	73	25,422
1.7	FRAZIER, LEE	14,976	144	1,325	1,146	125	1,146	930	3,101	162	73	22,730
4.3	CAMBRILL, DANNY	17,680	340	1,564	1,353	177	1,353	930	3,101	162	73	26,263
2.4	STACCS, LEO	21,840	210	1,932	1,671	218	1,671	930	3,101	162	73	30,137
1.7	STOVER, BRANNON	14,976	144	1,325	1,146	125	1,146	930	3,101	162	73	22,730
14.8	SUTTON, NORMAN	23,775	914	2,103	1,819	238	1,819	930	3,101	162	73	34,304
SUBTOTAL												
134,036		3,321	11,857	5,270	1,290	10,254	6,508	21,706	1,132	512	195,887	
PUBLIC RELATIONS *****												
10.5	KNOTT, KENNETH	34,710	1,335	3,071	1,736	347	2,655	238	3,101	162	134	47,489
SUBTOTAL												
34,710		1,335	3,071	1,736	347	2,655	238	3,101	162	134	47,489	
TOTAL												
168,746		4,656	14,928	7,005	1,638	12,909	6,746	24,807	1,294	647	243,376	
BUDGETED PERSONNEL COSTS FOR THE CURB-SIDE RECYCLING												
COST OF UTILITIES (GAS, WATER, SEWER, ELECTRICITY)..... 3,445												
EQUIPMENT AND FACILITY INSURANCE												
AUTOMOBILE INSURANCE PREMIUMS:												
	.83 CHEVROLET CAPRICE.....	352										
	.82 GMC 1 TON.....	231										
	.81 CHEVROLET GARAGE TRUCK.....	498										
	.79 CHEVROLET GARAGE TRUCK.....	321										
TOTAL												
		1,402										
		457										
BUDGETED INSURANCE PREMIUMS FOR THE CURB-SIDE RECYCLING PROGRAM..... 1,859												
FORECASTED ANNUAL FUEL COST FOR CURB-SIDE RECYCLING..... 5,304												
BUDGETED COST OF CURB-SIDE RECYCLING PROGRAM..... 253,984												
REVENUE BUDGETED FROM THE CURB-SIDE RECYCLING PROGRAM..... (15,260)												
BUDGETED COSTS LESS REVENUE FOR THE CURB-SIDE RECYCLING PROGRAM \$ 238,724												

030 Job 43

RESOLUTION OF LAWRENCE COUNTY, TENNESSEE, AUTHORIZING THE ISSUANCE OF AN INTEREST BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTE, SERIES 1993, IN AN AMOUNT NOT TO EXCEED \$10,943.00, AND PROVIDING FOR THE PAYMENT OF SAID NOTE.

WHEREAS, the Board of Commissioners (the "Board") of Lawrence County, Tennessee (the "County"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay note to finance certain public works projects, including, acquiring copiers for school purposes (collectively, the "Project");

WHEREAS, the County finds and determines that the Project is essential to the health, welfare, and safety of the public;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that an interest bearing capital outlay note be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the County is authorized by the provisions of Title 9, Chapter 21, Parts 1, 4, and 6, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the State of Tennessee Director of Local Finance (the "Director of Local Finance");

WHEREAS, the Board has determined it is necessary and desirable to purchase said note from the Debt Service Fund of Lawrence County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LAWRENCE COUNTY, TENNESSEE, AS FOLLOWS:

Section 1. Authority. The Note herein authorized shall be issued pursuant to title 9, Chapter 21, parts 1, 4, and 6, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Parts 1, 4, and 6, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay note of the County, in the aggregate principal amount of not to exceed Ten Thousand Nine Hundred Forty-Three Dollars (\$10,943.00) (the "Note"). The term of the Note shall not exceed 3 years.

Section 3. Term of the Note. The Note shall be designated "General Obligation Capital Outlay Note, Series 1993." The Note shall be issued in registered form, without coupons, shall be dated the date of issuance and delivery, shall mature sixty (60) days from the date of issuance and shall bear interest at a rate not to exceed six percent (6.0%) per annum, such interest being payable at maturity.

The principal of and interest on the Note shall be payable upon presentation and surrender of such Note at the principal office of the Note Registrar. All payments of the principal of and interest on the Note shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts. Interest shall be computed on the basis of a 360 day year composed of 12 months of 30 days each.

Section 4. Redemption. The Note shall be subject to redemption prior to maturity without premium at any time.

Section 5. Execution. The Note shall be executed in the name of the County; shall bear the manual or facsimile signature of the County executive; shall be countersigned by the County Clerk with his or her manual or facsimile signature and shall have printed or impressed thereon the official seal of the County. In the event any officer whose signature appears on the Note shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Note shall be issued in typed, mimeographed, printed or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the County Executive may deem necessary or desirable, the blanks to be appropriately completed by the County Executive prior to issuance.

Section 6. Registration, negotiability, and Payment. (a) The County Trustee of the County is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books") for recording the registration, conversion, and payment of the Note, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Note to the original purchaser thereof, or as he or she may designate, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver the Note in exchange for a Note of the same principal amount delivered for transfer upon receipt of the Note to be transferred in proper form with proper documentation as hereinbefore described. The Note shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of such Note Registrar. The Note shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of the Note will be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the

transferee, subject to all the conditions contained herein, having the same maturity, bearing interest at the same rate of interest, and in the same aggregate principal amount, all as the surrendered Note. principal and interest on the Note shall be paid at maturity upon presentation or surrender of the Note at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the County to the extent of the principal and interest so paid.

(b) The County may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the County, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Ten Million dollars (\$10,000.00), and be willing and able to accept the office of Note Registrar on reasonable and customary terms and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Exchange of the Note. The Note, upon surrender thereof at the office of the Note Registrar, together with an assignment of such Note duly executed by the registered owner thereof, or his, her, or its attorney or legal representative, may be exchanged for an equal aggregate principal amount of a Note of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Note surrendered for exchange.

Section 8. Transfer of Note. Each Note shall be transferable only on the registration books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the registered owner thereof or his, her or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note, deliver in the name of the transferee or transferees a new Note of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note, and the transferee or transferees shall take such new Note subject to all of the conditions herein contained.

Section 9. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring a Note is exercised, the County shall execute, and the Note Registrar shall deliver, a Note in accordance with the provisions of this Resolution. For every exchange or transfer of the Note, whether temporary or definitive, the County and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, and other governmental charges shall be paid to the County by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

Neither the County nor the Note Registrar shall be obligated to exchange or transfer any Note after the fifteenth (15) calendar day next preceding an interest payment date.

Section 10. Mutilated, Lost, Stolen, or Destroyed Note. In the event any Note issued hereunder shall become mutilated, or be lost, stolen or destroyed, it shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspect but number to the mutilated, lost, stolen, or destroyed Note. thereafter, should such mutilated, lost, stolen, or destroyed Note come into possession of the registered owner, such Note shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen or destroyed Note shall be due within fifteen days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the County and to the Note Registrar, if required by the County and the Note Registrar.

Any notice to the contrary notwithstanding, the County and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owners of the Note as the absolute owners thereof for all purposes, including, but not limited to, payment of the principal thereof and the interest thereon, regardless of whether such payment shall then be overdue.

Section 11. Authentication. Only a Note as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Resolution as of the date of authentication.

Section 12. Source of Payment. the Note, as to both principal and interest, shall be payable from ad valorem taxes (together with other funds of the County legally available therefor) to be levied on all taxable property within the corporate limits of the County without limitation as to time, rate or amount. Said Note shall be a direct general obligation of the County, for which the punctual payment of the principal of and interest on the Note, the full faith and credit of the County is irrevocably pledged.

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Note to the extent required there shall be levied in each year in which such Note shall be outstanding a direct tax on all taxable property in the County, fully sufficient to pay, together with other funds of the County legally available therefor, all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said County, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the County, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected.

Section 14. Approval of Director of Local Finance. Anything herein contained to the contrary notwithstanding, no Note authorized under this Resolution shall be issued, sold, or delivered, unless and until such Note shall first have been duly approved by the Director of Local Finance of the State of Tennessee as provided by Section 9-21-601, Tennessee Code Annotated, as amended. The County Executive, County Clerk, and County Attorney are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Note, and for each year that the Note is outstanding, the County shall submit its annual budget to the Director of Local Finance for approval immediately upon the County's adoption of the budget.

Section 15. Sale of Note. The Note herein authorized ar authorized to be sold at public sale, or to be sold at private sale (upon approval of the Director of Local Finance), by the County Executive on terms and conditions not inconsistent with this Resolution, but the Note shall not be sold for less than par value thereof.

Section 16. Disposition of Note Proceeds. The proceeds from the sale of the Note shall be paid to the official of the county designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "1993 General Obligation Note Fund" (the "Note Fund") to be kept separate and apart from all other funds of the county. The monies in the Note Fund shall be disbursed solely to finance the Project. Money in the Note Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the County and the owner of the Note, and after the issuance of the Note, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal and the interest on the Note shall have been paid in full or consent of the registered owners of the Note has been obtained; provided, however, that the County is hereby authorized to make such amendments to the Resolution as will not impair the rights of the owners of the Note.

Section 18. No Action to be Taken Affecting Validity of the Note. The Board hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Note or limit the rights and remedies of the owners from time to time of such Note or affect the tax exempt status of the interest payable thereon.

Section 19. Miscellaneous Acts. the County Executive, the County Clerk, the County Trustee, and all other appropriate officials of the County are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to, making arbitrage certifications in connection with the purchase of the Note, in addition to those acts, things, documents, instruments and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance and delivery of the Note.

Section 20. Failure to Present Note. In the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the registered owner thereof, all liability of the County to such registered owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under the Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 21. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 22. No Recourse Under Resolution or on Note. All stipulations, promises, agreements, and obligations of the County contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the County and not of any officer, director, or employee of the County in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Note or for any claim based thereon or under this Resolution against any officer, director, or employee of the County or against any official or individual executing the Note.

Section 23. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 24. Amendments. The provisions of this Resolution shall constitute a contract between the County and the owners of the Note and after the issuance of the Note, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the owners shall be made in any manner, until such time as all installments of the principal of and interest on the Note shall have been paid in full unless the consent of all of the owners of all then outstanding Note has been obtained; provided, however, that the County is hereby authorized to make such amendments to the Resolution as will not impair the rights of the owners of such Note. The laws of the State of Tennessee shall govern this Resolution.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the County requiring it.

Approved and adopted this 6th day of April, 1993.

MARTY DUNKIN, County Executive

ATTEST:

KENNETH WEATHERS, County Clerk

STATE OF TENNESSEE

COUNTY OF LAWRENCE

I, Kenneth Weathers, hereby certify that I am the duly qualified and acting County Clerk of Lawrence County, Tennessee (the "County"), and, as such official, I further certify as follows: that attached hereto is a true, correct and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$10,943.00 General Obligation Capital Outlay Note, Series 1993, by said County; (2) that the actions by the Board of Commissioners including the aforementioned, at the meeting of the Board of Commissioners held on April 6, 1993, were promptly and duly recorded by me in a book kept for such purpose; (3) that I have compared said copy with the original minute record of said meeting in my official custody; and, (4) that a quorum of the members of said Board of Commissioners was present and acting throughout said meeting.

WITNESS my official signature and the seal of said County this 6th day of April, 1993.

(SEAL)

KENNETH WEATHERS, County Clerk

FORM OF NOTE

EXHIBIT "A"

Registered

Registered

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
LAWRENCE COUNTY
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 1993

Interest Rate:

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

LAWRENCE COUNTY, TENNESSEE (the "County"), lawfully organized and existing under the laws of the State of Tennessee, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, or earlier as hereinafter provided, upon the presentation and surrender hereof at the office of the County Trustee, Lawrence County, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above and to pay interest on said Principal Amount from the date hereof, at the Interest Rate per annum set forth above, until payment of said Principal Amount in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this Note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon, shall bear interest from and after the due date (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

This Note is known as "General obligation Capital Outlay Note, Series 1993" (the "Note"), issued by the County in the aggregate principal amount of Ten Thousand Nine Hundred Forty-Three Dollars (\$10,943.00). The Note is issued for the purpose of financing certain public works projects, including acquiring copiers for school purposes, is authorized by an appropriate resolution of the Board of Commissioners and particularly that certain Resolution of the Board of Commissioners adopted on April 6, 1993, entitled "Resolution of Lawrence County, Tennessee, Authorizing the Issuance of an interest Bearing General Obligation Capital Outlay Note, Series 1993, in an Amount Not to Exceed \$10,943.00, and Providing for the Payment of Said Note," as such Resolution may be from time to time amended or supplemented in accordance with its terms (such Resolution as so amended or supplemented, being herein called, the "Note Resolution"), and is issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Parts 1, 4, and 6, Tennessee Code Annotated, as amended (the "Act"). Copies of said Note Resolution are on file at the office of the County Clerk of the County, and reference is hereby made to said Note Resolution and the Act, for a more complete statement of the terms and conditions upon which the Note is issued thereunder, the rights, duties, immunities, and obligations of the County, and the rights of the Registered Owner hereof.

This Note is a direct general obligation of the County payable from ad valorem taxes (together with other funds of the County legally available therefore) to be levied on all taxable property in the County without limitation as to time, rate, or amount. For the prompt payment of this Note, both principal and interest, as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged.

This Note is transferable by the Registered Owner hereof in person or by his, her, or is attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Note Resolution and upon surrender and cancellation of this Note. Upon any such transfer, the County shall execute and the Note Registrar shall authenticate and deliver in exchange for this Note a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this Note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the County and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid to the County by which taxes, fees, or other governmental charges shall be paid to the County by the person or entity

requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The County and the Note Registrar may deem and treat the person or entity in whose name this Note is registered as the absolute owner hereof, whether such Note shall be overdue or note, for the purpose of making payment of the principal of and interest on, this Note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and neither the County nor the Note Registrar shall be affected by any notice to the contrary.

The Note is issuable only as a fully registered Note, without coupons. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Note Resolution, a fully registered Note may be exchanged for an equal aggregate principal amount of a fully registered Note of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall be subject to redemptive prior to maturity without premium at any time.

This Note shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such Note. This Note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this Note in order to make this Note a legal, valid and binding obligation of the County, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this Note and the issue of which it is a part, together with all other indebtedness of such County, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF COMMISSIONERS OF THE
COUNTY OF LAWRENCE, TENNESSEE has caused this Note to be signed by the

manual signatures of the County Executive and the County Clerk and its official seal, or a facsimile thereof, to be impressed or imprinted hereon, all as of _____, 1993.

COUNTY EXECUTIVE

(SEAL)

COUNTERSIGNED:

COUNTY CLERK

Date of Authentication:

CERTIFICATE OF AUTHENTICATION

This Note is the Note described in the provisions of the within mentioned Resolution and is the General obligation Capital Outlay Note, Series 1993 of Lawrence County, Tennessee.

By: _____
County Trustee, as Note Registrar

COUNTY COMMISSION, LAWRENCE COUNTY, TN

KENNETH WEATHERS, COUNTY CLERK

MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
RESOLUTION # 03040693 Resolution to approve loan to Board of Education from Debt Service Fund.						
14th District BENEFIELD, DELANO 964-2430 4628 Hwy 43 N. S'Town, TN 38483		✓				
16th District BUIE, JIM 762-3167 508 8th St. L'burg, TN 38464						✓
15th District BUTLER, JACK 762-7938 1000 Pine Cr. L'Burg, TN 38464		✓				
13th District CONE, STEVE 762-4391 205 Parkes Ave. L'Burg, TN 38464		✓				
1st District FERRELL, CHARLES N. 845-4404 575 Mt Nebo Rd. Iron City 38463		✓				
5th District GABEL, JIM 852-2899 P O Box 176 Leoma 38468		✓				
6th District GREEN, ROBERT L. 853-6709 P O Box 224 Loretto 38469	✓	✓				
8th District GRISHAM, BILL 762-6640 199 Crawford Ln L'burg 38464		✓				
18th District HILL, STEVE 829-2603 38 Dry Weakley Ethridge 38456		✓				
4th District KEENER, ALAN J 852-4561 226 Dunn-Leoma Rd. Leoma 38468		✓				
11th District MOORE, TRAVIS 964-3080 352 Corbin St. S'Town 38483		✓				
7th District MOORE, W. T.(TOMMY) 762-5501 305 Pond Field Rd. West Point 38486		✓				
3rd District PARROTT, L. C. 852-2425 52 Williams Hill Rd. Leoma 38468		✓				
10th District PERRY, TIM A. 762-8007 1136 Ethridge-Redhill Rd Ethridge 38456		✓				
12th District RAY, TOMMY 762-6357 313 Shirley Dr. L'Burg 38464		✓				
9th District SANDRELL, CARL 762-2433 79 Bishop Rd. L'Burg 38464		✓				
17th District WILBURN, JAMES D. 762-8246 430 Frank St L'Burg 38464		✓				
2nd District YOCOM, WAYNE A 853-6725 148 Rigling Rd Loretto 38469		✓				
TOTALS		17				1

Date _____

KENNETH WEATHERS, COUNTY CLERK

RESOLUTION #04040693

Resolution to request Congress to support changing incentives for both health care recipients and providers while making health care available to all.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Board of Commissioners meeting in Special Session this 6th. day of April, 1993, request Congress to support changing incentives for both health care recipients and providers while making health care available to all.

HEALTH CARE REFORM IN TENNESSEE
DON'T ELIMINATE- EDUCATE

(1.)

GOALS OF WELFARE REFORM:

1.) BREAK THE CHAIN OF DEPENDENCY

- a.) Remove all disincentives to work (WORKFARE) *
- b.) Provide recipients with the tools they need to go to work through education and training programs: Child care; and transportation to transition into the work force. (LEARNFARE)*
- c.) Ensure that parents contribute to the financial well-being of their children. Child support enforcement.
- d.) Help all families, both intact and single parents, to become and remain self-sufficient.
- e.) Remove financial incentives to have additional children. (BRIDEFARE)*

KEY PROGRAMS:

1.) Education and Training (JOBS, WEJT, CWEP,OJT)

2.) LEARNFARE

3.) Child Care

4.) Child Support

5.) Health Care

6.) Parental and Family Responsibility

1.) EDUCATION AND TRAINING

- a.) Job Opportunities and Basic Skills Training Program
- b.) Work Experience and Job Training
- c.) Community Work Experience Program
- d.) On The Job Training

2.) LEARNFARE:

Ensures that more teenagers on AFDC complete high school or its equivalent. AFDC teens aged 13 through 19 who do not attend school regularly may be sanctioned causing their families' monthly AFDC benefits may be reduced.

Rationale:

- a.) Our children must complete high school in order to obtain employment and break the cycle of welfare dependency. High school dropouts are likely to be unemployed and become dependent on welfare.

HEALTH CARE REFORM IN TENNESSEE
DON'T ELIMINATE- EDUCATE

- Learnfare balances the requirement to attend school with necessary services to help teens. Day Care and transportation for teen parents, alternative education programs, and case management are available to facilitate improvement of school attendance.
- b. To ignore a child's education is to deny that child's opportunity for fulfilling his maximal potential for life.

INCENTIVES:

If sanctioned, a notice will be sent to the AFDC head of the household indicating:

- 1. That the AFDC grant will be reduced or discontinued in the next month because school attendance requirements were not met
- 2. The name and phone number of the Learnfare Case Management Agency and the name and phone number of a contact person for the school's Children-at-risk Program so the teenager can get assistance in dealing with attendance problems
- 3. Information about the right to, and process for, a fair hearing. The fair hearing gives AFDC recipients an opportunity to have their case reviewed by a third party to assure that benefits were not reduced or discontinued incorrectly.

3.) CHILD CARE

- a. Provide funding for child care for low-income families while they attend school, employment and training programs, during employment, and for one year after AFDC cases are closed due to employment.

4.) CHILD SUPPORT

Rationale:

- a.) Both parents have a responsibility to support their children until they are eighteen.
- b.) Every child has a right to financial support from their parents.

4

INCENTIVES:

- 1. Judges use a percentage income standard for setting parental support of children by noncustodial parents.
Ex. 17% (1 child), 25% (2 children), 29% (3 children), 31% (4 children), 34% (5 or more)
- 2. Child support is withheld from a noncustodial parent's wages immediately upon establishment of a child support order.
- 3. Program set up to help noncustodial parents support their children by making them job-ready. Upon referral

HEALTH CARE REFORM IN TENNESSEE
DON'T ELIMINATE-EDUCATE

(3)

to the program by the court, a parent becomes a participant in the Community Work Experience Program to gain training and work experience necessary for employment.

5.) HEALTH CARE

Recipients:

- 1.) Provide medical assistance for 1 year after an AFDC case closes due to employment.
- 2.) Provide health care coverage to low income pregnant women and children who would not have been eligible for medical coverage.
- 3.) Provide incentive for enrollment in preventive health care program for high risk recipients.

Providers:

- 1.) Equal reimbursement for all physicians regardless of geographical location.
- 2.) Reimbursement for Board Certified Nurse Practitioners at 60-75% of physician payment.

Rationale:

- 1.) There must be physicians available for provision of optimum health care.
- 2.) Nurse practitioners may become more readily available than physicians.
- 3.) REDUCE WELFARE (MEDICAID) BUDGET WITHOUT COMPROMISING CARE!!!

INCENTIVES:

Recipients:

- 1.) Provide incentive for recipients to remain in work force.
- 2.) Teach recipients to be responsible for their own health.

Providers:

- 1.) Encourage physicians to locate in rural areas.
- 2.) Provide incentives for physicians to care for Medicaid (Welfare) recipients.
- 3.) REDUCE SHORTAGE OF PRACTICING PHYSICIANS
- 4.) REDUCE SHORTAGE OF AVAILABLE NURSING CARE PROVIDERS

6.) PARENTAL AND FAMILY RESPONSIBILITIES

The problems associated with "children having babies" are well documented: school dropouts, low birth weight babies, female headed families in poverty and welfare dependency. This problem is viewed as a symptom of the lack of opportunity in low-income neighborhoods, the lack

(4)

HEALTH CARE REFORM IN TENNESSEE
DON'T ELIMINATE- EDUCATE

of male responsibility for teen parenting, and the dissolution of traditional two-parent families.

Rationale:

- 1.) Remove disincentives in the welfare system that prevent young couples from marrying and working.
- 2.) Provide opportunities for people to become self-sufficient.
- 3.) Remove financial incentives in the welfare system to have additional children.
- 4.) Require participation in sex education and parenting classes.
- 5.) Encourage male responsibility for parenting and supporting their children.
- 6.) To strengthen paternity establishment and child support collection.

GOALS OF MEDICARE REFORM:

1.) REDUCE MEDICARE BUDGET

- a.) Provide equal pensions according to previous employment.
- b.) If raise pension, raise equally across the board.
- c.) Reduce deductible/ freeze deductible.
- d.) Equal reimbursement to physicians regardless of geographic location.
- e.) Equal reimbursement of nurse practitioners regardless of geographic location.

PROPOSED INITIATIVES FOR HEALTH CARE REFORM

1.) TORT REFORM

- a.) No contingency fee - lawyers receive set fee.
- b.) Cap Malpractice rewards- no >250,000.
- c.) No reimbursement for non-economic losses.
- d.) Improve expert witness qualifications.

Rationale:

- 1.) Reduce unwarranted liability claims.
- 2.) Reduce shortage of primary health care providers.

2.) MEDICAID (WELFARE)

- a.) Recipient pays some fee for non-urgent Emergency Room care.
- b.) Provide financial incentives for PLANNED parenting.
- c.) Penalties for abuse of Food Stamp program
 - 1.) Prohibit exchanging Food Stamps for cash.
- d.) Financial incentives for preventive health maintenance.

HEALTH CARE REFORM IN TENNESSEE
DON'T ELIMINATE- EDUCATE

(5)

- 3.) MANAGED CARE/ MANAGED COMPETITION
- a.) Continuous quality improvement.
 - b.) Continuous review.
 - 1.) Penalties for repeated outliers.
 - 2.) Rewards for remaining within boundaries.
 - c.) Equal reimbursement regardless of geographic location.
 - d.) Federal guidelines allow states to choose to follow or set up their own guidelines.
 - e.) Paperwork reduction.
 - 1.) Increase CON application limit.
 - 2.) Universal insurance filing system.

GOALS:

1. Provide quality health care at reasonable costs.
2. Preserve free market system.

Rationale:

 - a.) Tests of time have proven over and over that "Government controls" tend to breed inefficiency .
 - b.) Present system violates basic trade mission of free society by discriminating fee reimbursements according to geographical location.
3. No "Not for Profit" status for health care institutions.

Rationale:

 - a.) Unfair.
 - b.) Excess funds should be considered as taxable profit.

* Excerpts from Wisconsin Health Care Reform Package

WHAT HAS TO HAPPEN:

- 1.) INCENTIVES HAVE TO BE CHANGED !!
 - A. Incentives for Medicaid recipients
 - a. Remove financial incentives for having additional children.
 - b. Provide incentives for better education and job training.
 - B. Incentives for hospitals
 - a. Equal taxation for all hospitals- no tax exempt.
 - C. Incentives for practicing physicians
 - a. Equal reimbursement for all physicians regardless of geographical location.
 - D. Incentives for practicing nurses
 - a. Equal reimbursement for practicing nurse/nurse practitioners.
 - E. Incentives for Malpractice
 - a. Cap on malpractice rewards.
 - b. No contingency fee for lawyers.
 - F. Education- accountable for own health

RESULTS:

- 1.) Reduction of Medicaid caseload, thereby reducing Medicaid budget.
- 2.) Reduce immediate need for state income tax.
- 3.) Reduction of hospital tax by equalizing funds provided by "profit" tax income.
- 4.) Truly provide equal health care for all by encouraging medical/ nursing school enrollment.
- 5.) Produce jobs/ job training/ improve overall workforce of state.

COUNTY COMMISSION, LAWRENCE COUNTY, TN

KENNETH WEATHERS, COUNTY CLERK

MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
RESOLUTION # 04060393 Resolution to request Congress to support changing incentives for both health care recipients and providers while making health care available to all.						
14th District BENEFIELD, DELANO 4628 Hwy 43 N. S'Town, TN 38483		✓				
16th District BUIE, JIM 762-3167 508 8th St. L'burg, TN 38464		✓				✓
15th District BUTLER, JACK 762-7938 1000 Pine Cr. L'Burg, TN 38464		✓				
13th District CONE, STEVE 762-4391 205 Parkes Ave. L'Burg, TN 38464		✓				
1st District FERRELL, CHARLES N. 845-4404 575 Mt Nebo Rd. Iron City 38463		✓				
5th District GABEL, JIM 852-2899 P O Box 176 Leoma 38468	✓	✓				
6th District GREEN, ROBERT L. 853-6709 P O Box 224 Loretto 38469		✓				
8th District GRISHAM, BILL 762-6640 199 Crawford Ln L'burg 38464		✓				
18th District HILL, STEVE 829-2603 38 Dry Weakley Ethridge 38456		✓				
4th District KEENER, ALAN J 852-4561 226 Dunn-Leoma Rd. Leoma 38468		✓				
11th District MOORE, TRAVIS 964-3080 352 Corbin St. S'Town 38483		✓				
7th District MOORE, W. T. (TOMMY) 762-5501 305 Pond Field Rd. West Point 38486		✓				
3rd District PARROTT, L. C. 852-2425 52 Williams Hill Rd. Leoma 38468		✓				
10th District PERRY, TIM A. 762-8007 1136 Ethridge-Redhill Rd Ethridge 38456		✓				
12th District RAY, TOMMY 762-6357 313 Shirley Dr. L'Burg 38464		✓				
9th District SANDRELL, CARL 762-2433 79 Bishop Rd. L'Burg 38464		✓				
17th District WILLBURN, JAMES D. 762-8246 430 Frank St L'Burg 38464		✓				
2nd District YOCOM, WAYNE A 853-6725 148 Rigling Rd Loretto 38469		✓				
TOTALS		17				1

Date _____

KENNETH WEATHERS, COUNTY CLERK

RESOLUTION NO. 05040693

RESOLUTION OF LAWRENCE COUNTY, TENNESSEE, TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH THE CITY OF LAWRENCEBURG TO PROVIDE A BUILDING AND FACILITIES FOR THE LAWRENCE COUNTY SKILLS CENTER.

WHEREAS, the Lawrence County legislative body recognizes that the Lawrence County Skills Center provides a valuable service to the disabled of Lawrence County; and,


WHEREAS, it has come to the attention of the Lawrence County legislative body that the State of Tennessee has declared the present facilities out of which the Skills Center operates to be inadequate and that such declaration could result in a loss of funds to the Lawrence County Skills Center, and,

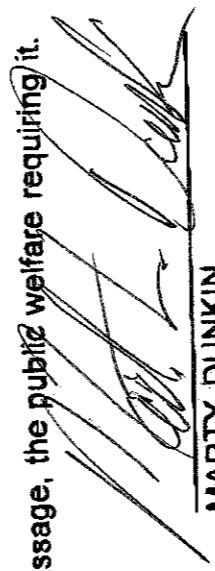
WHEREAS, the City of Lawrenceburg has a building available for the Skills Center but said building is in need of certain repairs and remodeling to accommodate the activities of the Lawrence County Skills Center.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lawrence County, meeting in special sessions, this 6th day of April, 1993, that the County Executive of Lawrence County is hereby authorized to enter into a inter-local agreement with the City of Lawrenceburg to provide a building a facilities for the Lawrence County Skills Center, which inter-local agreement shall be subject to final approval by this Board of Commissioners.

This resolution shall take effect upon its passage, the public welfare requiring it.

ATTEST:


KENNETH WEATHERS
COUNTY CLERK


MARTY DUNKIN
COUNTY EXECUTIVE

(EXHIBIT 2)

ESTIMATE TO CONSTRUCT 3400 SQ. FT. OF OFFICE AND FACILITY SPACE FOR LAWRENCE COUNTY SKILLS CENTER:

Tear out all dropped ceiling and paneling and dispose of
Build new walls and relocate other walls for staff offices and rest
rooms, closets, etc.
Enlarge break room to 27' x 40'
Install new wiring and change some existing wiring to code
Install all new plumbing for 2 staff/visitor rest rooms and rest
room facilities for clients (5 stalls and 5 lavatories for men &
women)
Install H.V.A.C. system for 3400 sq. ft.
Install and finish 1/2" sheet rock on all wall surfaces
Install new doors and hardware for all rooms and offices
Paint all walls 2 coats and stain or paint all doors and woodwork
Paint all walls 2 coats and stain or paint all doors and woodwork
install new suspended ceiling and lighting throughout new offices
and rooms.
Allow \$1,000.00 for extra cabinets in break room.
Install 2 standard duty dishwashers in break room
Install vinyl composition tile in hall, baths, and break room
Install vinyl composition tile or commercial carpet in offices
Final cleaning including strip, seal & wax VCT floors

COUNTY COMMISSION, LAWRENCE COUNTY, TN
KENNETH WEATHERS, COUNTY CLERK

MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
RESOLUTION # 05040693 Resolution to approve remodeling facilities for the Lawrence County Skill Center.						
		✓				✓
14th District						
BENEFIELD, DELANO	964-2430					
	4628 Hwy 43 N. S'Town, TN 38483					
16th District						
BUIE, JIM	762-3167					
	508 8th St. L'burg, TN 38464					
15th District		✓				
BUTLER, JACK	762-7938					
	1000 Pine Cr. L'Burg, TN 38464					
13th District		✓				
CONE, STEVE	762-4391					
	205 Parkes Ave. L'Burg, TN 38464					
1st District		✓				
FERRELL, CHARLES N.	845-4404					
	575 Mt Nebo Rd. Iron City 38463					
5th District		✓			✓	
GABEL, JIM	852-2899					
	P O Box 176 Leoma 38468					
6th District		✓				
GREEN, ROBERT L.	853-6709					
	P O Box 224 Loretto 38469					
8th District		✓				
GRISHAM, BILL	762-6640					
	199 Crawford Ln L'burg 38464					
18th District		✓				
HILL, STEVE	829-2603					
	38 Dry Weakley Ethridge 38456					
4th District		✓				
KEENER, ALAN J	852-4561					
	226 Dunn-Leoma Rd. Leoma 38468					
11th District		✓				
MOORE, TRAVIS	964-3080					
	352 Corbin St. S'Town 38483					
7th District		✓				
MOORE, W. T.(TOMMY)	762-5501					
	305 Pond Field Rd. West Point 38486					
3rd District		✓				
PARROTT, L. C.	852-2425					
	52 Williams Hill Rd. Leoma 38468					
10th District		✓				
PERRY, TIM A.	762-8007					
	1136 Ethridge-Redhill Rd Ethridge 38456					
12th District		✓				
RAY, TOMMY	762-6357					
	313 Shirley Dr. L'Burg 38464					
9th District		✓				
SANDRELL, CARL	762-2433					
	79 Bishop Rd. L'Burg 38464					
17th District		✓				
WILBURN, JAMES D.	762-8246					
	430 Frank St L'Burg 38464					
2nd District		✓				
YOCOM, WAYNE A	853-6725					
	148 Rigling Rd Loretto 38469					
TOTALS		17				1

Date _____

KENNETH WEATHERS, COUNTY CLERK

RESOLUTION NO. 06040693

RESOLUTION OF LAWRENCE COUNTY AUTHORIZING LAWRENCE COUNTY TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH THE CITY OF LORETTO FOR THE EXTENSION AND IMPROVEMENT OF NATURAL GAS SYSTEM OF THE CITY LORETTO AT THE LORETTO INDUSTRIAL PARK

WHEREAS, the City of Loretto is the owner of the Loretto Industrial Park and is desirous of extending and improving the natural gas system serving said industrial park and the area surrounding said industrial park, and

WHEREAS, the cost of the pipe for said project is in excess of \$17,000.00; and

WHEREAS, county legislative bodies are authorized to expend funds for economic and community development; and

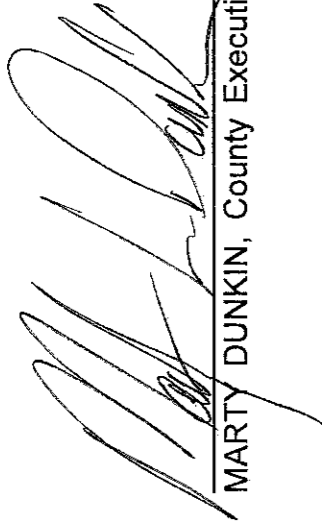
WHEREAS, the Lawrence County legislative body specifically finds that such a project is essential to the economic growth of southern Lawrence County, the maintaining and increasing of job opportunities and that Lawrence County is desirous of making a contribution to such project.

THEREFORE, BE IT RESOLVED by the Lawrence County legislative body meeting in special session this 6th day of April, 1993, that the County Executive is hereby authorized to enter into an interlocal agreement between Lawrence County and the City of Lawrenceburg for the purpose of the improvement of the natural gas system at the Loretto Industrial Park;

BE IT FURTHER RESOLVED that there is hereby appropriated out of the general fund of Lawrence County the sum of Ten Thousand Dollars (\$10,000.00) to be paid to the City of Loretto for the cost of the improvement to the natural gas system at

the industrial park in Loretto, Tennessee.

This Resolution shall take effect upon its passage, the public welfare requiring it.


MARTY DUNKIN, County Executive

ATTEST:


KENNETH WEATHERS, County Clerk

COUNTY COMMISSION, LAWRENCE COUNTY, TN

KENNETH WEATHERS, COUNTY CLERK

	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
RESOLUTION # 06040693 Resolution to approve funding assistance to Loretto Industrial Development Project.			✓				
14th District BENEFIELD, DELANO 964-2430 4628 Hwy 43 N. S'Town, TN 38483			✓				
16th District BUIE, JIM 762-3167 508 8th St. L'burg, TN 38464							✓
15th District BUTLER, JACK 762-7938 1000 Pine Cr. L'Burg, TN 38464			✓				
13th District CONE, STEVE 762-4391 205 Parkes Ave. L'Burg, TN 38464			✓				
1st District FERRELL, CHARLES N. 845-4404 575 Mt Nebo Rd. Iron City 38463			✓				
5th District GABEL, JIM 852-2899 P O Box 176 Leoma 38468	✓		✓				
6th District GREEN, ROBERT L. 853-6709 P O Box 224 Loretto 38469		✓	✓				
8th District GRISHAM, BILL 762-6640 199 Crawford Ln L'burg 38464			✓				
18th District HILL, STEVE 829-2603 38 Dry Weakley Ethridge 38456			✓				
4th District KEENER, ALAN J 852-4561 226 Dunn-Leoma Rd. Leoma 38468			✓				
11th District MOORE, TRAVIS 964-3080 352 Corbin St. S'Town 38483			✓				
7th District MOORE, W. T. (TOMMY) 762-5501 305 Pond Field Rd. West Point 38486			✓				
3rd District PARROTT, L. C. 852-2425 52 Williams Hill Rd. Leoma 38468			✓				
10th District PERRY, TIM A. 762-8007 1136 Ethridge-Redhill Rd Ethridge 38456			✓				
12th District RAY, TOMMY 762-6357 313 Shirley Dr. L'Burg 38464			✓				
9th District SANDRELL, CARL 762-2433 79 Bishop Rd. L'Burg 38464			✓				
17th District WILBURN, JAMES D. 762-8246 430 Frank St L'Burg 38464			✓				
2nd District YOCOM, WAYNE A 853-6725 148 Rigling Rd Loretto 38469			✓				
TOTALS			17				1

Date _____

KENNETH WEATHERS, COUNTY CLERK

COUNTY COMMISSION, LAWRENCE COUNTY, TN

KENNETH WEATHERS, COUNTY CLERK

RESOLUTION #	Notaries	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
14th District	964-2430			1				
BENEFIELD, DELANO	4628 Hwy 43 N. S'Town, TN 38483							✓
16th District	762-3167							
BUIE, JIM	508 8th St. L'burg, TN 38464							
15th District	762-7938							
BUTLER, JACK	1000 Pine Cr. L'Burg, TN 38464							
13th District	762-4391							
CONE, STEVE	205 Parkes Ave. L'Burg, TN 38464							
1st District	845-4404							
FERRELL, CHARLES N.	575 Mt Nebo Rd. Iron City 38463							
5th District	852-2899							
GABEL, JIM	P O Box 176 Leoma 38468							
6th District	853-6709	✓						
GREEN, ROBERT L.	P O Box 224 Loretto 38469							
8th District	762-6640							
GRISHAM, BILL	199 Crawford Ln L'burg 38464							
18th District	829-2603							
HILL, STEVE	38 Dry Weakley Ethridge 38456							
4th District	852-4561							
KEENER, ALAN J	226 Dunn-Leoma Rd. Leoma 38468							
11th District	964-3080							
MOORE, TRAVIS	352 Corbin St. S'Town 38483							
7th District	762-5501							
MOORE, W. T.(TOMMY)	305 Pond Field Rd. West Point 38486							
3rd District	852-2425							
PARROTT, L. C.	52 Williams Hill Rd. Leoma 38468							
10th District	762-8007							
PERRY, TIM A.	1136 Ethridge-Redhill Rd Ethridge 38456							
12th District	762-6357							
RAY, TOMMY	313 Shirley Dr. L'Burg 38464							
9th District	762-2433							
SANDRELL, CARL	79 Bishop Rd. L'Burg 38464							
17th District	762-8246							
WILBURN, JAMES D.	430 Frank St L'Burg 38464							
2nd District	853-6725							
YOCOM, WAYNE A	148 Rigling Rd Loretto 38469							
TOTALS				17				1

Date _____

KENNETH WEATHERS, COUNTY CLERK

COUNTY COMMISSION, LAWRENCE COUNTY, TN

KENNETH WEATHERS, COUNTY CLERK

RESOLUTION #	Adjournment	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
14th District	964-2430							
BENEFIELD, DELANO	4628 Hwy 43 N. S'Town, TN 38483							
16th District	762-3167							
BUIE, JIM	508 8th St. L'burg, TN 38464							
15th District	762-7938							
BUTLER, JACK	1000 Pine Cr. L'Burg, TN 38464							
13th District	762-4391							
CONE, STEVE	205 Parkes Ave. L'Burg, TN 38464							
1st District	845-4404							
FERRELL, CHARLES N.	575 Mt Nebo Rd. Iron City 38463							
5th District	852-2899							
GABEL, JIM	P O Box 176 Leoma 38468							
6th District	853-6709							
GREEN, ROBERT L.	P O Box 224 Loretto 38469	✓						
8th District	762-6640							
GRISHAM, BILL	199 Crawford Ln L'burg 38464							
18th District	829-2603							
HILL, STEVE	38 Dry Weakley Ethridge 38456							
4th District	852-4561							
KEENER, ALAN J	226 Dunn-Leoma Rd. Leoma 38468							
11th District	964-3080							
MOORE, TRAVIS	352 Corbin St. S'Town 38483							
7th District	762-5501							
MOORE, W. T. (TOMMY)	305 Pond Field Rd. West Point 38486							
3rd District	852-2425							
PARROTT, L. C.	52 Williams Hill Rd. Leoma 38468							
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PERRY, TIM A.	1136 Ethridge-Redhill Rd Ethridge 38456							
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RAY, TOMMY	313 Shirley Dr. L'Burg 38464							
9th District	762-2433							
SANDRELL, CARL	79 Bishop Rd. L'Burg 38464							
17th District	762-8246							
WILBURN, JAMES D.	430 Frank St L'Burg 38464							
2nd District	853-6725							
YOCOM, WAYNE A	148 Rigling Rd Loretto 38469							
TOTALS								

Date _____

KENNETH WEATHERS, COUNTY CLERK