

AGENDA

THE LAWRENCE COUNTY BOARD OF COMMISSIONERS
LAWRENCE COUNTY, TENNESSEE

November 26, 2002
5:00 p.m.

CALL TO ORDER BY THE CHAIR
ROLL CALL
INVOCATION:
PLEDGE:

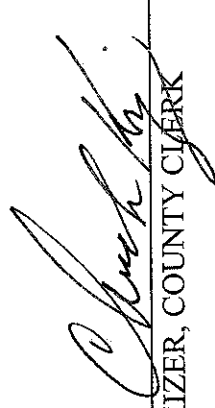
LARRY MORROW, DIRECTOR OF SCHOOLS, ADDRESS TO COMMISSIONERS

1. RESOLUTION NO. 01112602
RESOLUTION APPROVING MINUTES OF SEPTEMBER 24, 2002, REGULAR SESSION
2. RESOLUTION NO. 02112602
RESOLUTION TO APPROVE BUDGET AMENDMENTS FOR THE GENERAL PURPOSE SCHOOL FUND
3. RESOLUTION NO. 03112602
RESOLUTION APPOINTING TWO MEMBERS TO LAWRENCE COUNTY EMERGENCY COMMUNICATIONS BOARD
4. RESOLUTION NO. 04112602
RESOLUTION TO CORRECT APPOINTMENTS TO BUDGET COMMITTEE AND PURCHASING COMMISSION
5. RESOLUTION NO. 05112602
RESOLUTION TO ELECT MEMBER TO AGRICULTURAL EXTENSION COMMITTEE
6. RESOLUTION NO. 06112602
RESOLUTION TO APPROVE LITTER GRANT PROGRAM
7. RESOLUTION NO. 07112602
RESOLUTION TO ESTABLISH SPEED ZONES ON ETHRIDGE RED HILL ROAD
8. RESOLUTION NO. 08112602
RESOLUTION TO ADD KATI LANE TO THE OFFICIAL COUNTY ROAD LIST
9. RESOLUTION NO. 09112602
RESOLUTION REQUESTING THE HIGHWAY DEPARTMENT TO INSTALL TWO SIGNS INDICATING "HIDDEN DRIVEWAY AHEAD" ON DUNN LEOMA ROAD
10. RESOLUTION NO. 10112602
RESOLUTION AUTHORIZING THE LAWRENCE COUNTY SHERIFF'S DEPARTMENT TO RECEIVE INCENTIVE PAYMENTS FROM THE SOCIAL SECURITY ADMINISTRATION REGARDING INELIGIBLE RECIPIENTS

11. RESOLUTION NO. 11112602
RESOLUTION REGARDING ITEMS ISSUED TO SHERIFF'S DEPARTMENT BY LAWRENCE COUNTY WHICH MAY BE LOST OR DESTROYED
12. RESOLUTION NO. 12112602
RESOLUTION AUTHORIZING AND APPROVING LEASE AGREEMENT BETWEEN LAWRENCE COUNTY EDUCATION FOUNDATION, INC. AND LAWRENCE COUNTY TO BENEFIT THE LAWRENCEBURG BRANCH OF THE COLUMBIA STATE COMMUNITY COLLEGE
13. RESOLUTION NO. 13112602
RESOLUTION TO AUTHORIZE PUBLIC COMMENTS DURING REGULAR AND SPECIAL MEETINGS OF THE LAWRENCE COUNTY LEGISLATIVE BODY
14. RESOLUTION NO. 14112602
RESOLUTION APPROVING THE RATE FOR COUNTY SOLID WASTE RESIDENTIAL PICK-UP IN FRANCHISE DISTRICTS
15. RESOLUTION NO. 15112602
RESOLUTION AMENDING PRIOR RESOLUTIONS ADOPTING SOLID WASTE DISPOSAL FEES, MONETARY PENALTIES, A PROGRAM FOR RELIEF FROM SOLID WASTE DISPOSAL FEES AND AUTHORIZATION TO ENTER INTO CONTRACT WITH LAWRENCEBURG UTILITY SYSTEMS FOR COLLECTING SOLID WASTE DISPOSAL FEES
16. RESOLUTION NO. 16112602
A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$8,250,000) OF LAWRENCE COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS
17. RESOLUTION NO. 17112602
A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING CAPITAL OUTLAY NOTES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$2,435,000) OF LAWRENCE COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE NOTES.

NOTARIES


AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:

CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

<i>CALL TO ORDER: Ametra Bailey, County Executive ROLL CALL: Chuck Kizer, County Clerk INVOCATION: Jerry Dryden, County Commissioner PLEDGE: Bill Grisham, County Commissioner</i>		PRESENT	ABSENT
BAILEY, Jackie (9 th Dist) 411 6 th St. Lawrenceburg	(853-4809)	X	
BENEFIELD, Delano (10 th Dist) 4628 Hwy 43 N, Summertown	(964-2430)	X	
BENEFIELD, Ronald (7 th Dist) 91 Benefield Lane, Ethridge	(829-2358)	X	
BRAZIER, Olan (5 th Dist) 175 Reed Patch Rd, Lawrenceburg	(762-5501)	X	
BURNS, Franklin (6 th Dist) 383 L'burg Henryville, Ethridge	(964-3404)	X	
CLIFTON, Bobby (6 th Dist) 409 Busby Rd, Loretto	(853-4809)	X	
CURTIS, Mark (11 th Dist) 149 Railroad Bed Pike, Summertown	(964-2182)	X	
DOERFLINGER, Chuck (18 th Dist) 230 Parkes Ave, Lawrenceburg	(762-3117)	X	
DRYDEN, Jerry (4 th Dist) 12 Ingram Rd, Leoma	(762-7118)	X	
GABEL, Jim (1 st Dist) 2773 Hwy 43/PO Box 176, Leoma	(852-2899)	X	
GILLESPIE, Dennis C. (3 rd Dist) 286 Blooming Grove Rd, Five Points	(556-2281)	X	
GREEN, Robert L. (2 nd Dist) 404 N Mill/PO Box 224, Loretto	(853-6709)	X	
GRISHAM, Bill (15 th Dist) 199 Walden Rd, Lawrenceburg	(762-6640)	X	
MARTIN, James A. (8 th Dist) 1547 McCarter Rd, Lawrenceburg	(762-7283)	X	
SNIDER, Ricky (4 th Dist) 2757 Hwy 43 S, Leoma	(762-5340)	X	
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, Lawrenceburg	(766-1040)	X	
WOODALL, Landon (14 th Dist) 858 Ethridge Red Hill Rd, Lawrenceburg	(762-3159)		X
YOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto	(853-6725)	X	
TOTAL:		17	1
Total members present: 17			
Total members absent: 1			

RESOLUTION NO. 01112602

RESOLUTION APPROVING MINUTES OF SEPTEMBER 24, 2002, REGULAR SESSION

WHEREAS, the Lawrence County legislative body met on September 24, 2002, in regular session.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, that the attached minutes of the September 24, 2002, regular session be approved.

ADOPTED this 26th day of November, 2002.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY COMMISSION

**September 24, 2002
Regular Session**

**CALL TO ORDER: JERRY DRYDEN, CHAIR PRO TEMPORE
ROLL CALL: CHUCK KIZER, COUNTY CLERK
INVOCATION: JERRY DRYDEN
PLEDGE: FRANKLIN BURNS**

**Election of Chair of Lawrence County
Legislative Body**

Ametra Bailey, Chairman

**Election of Chair Pro Tempore of Lawrence
County Legislative Body**

Jim Gabel, Chairman Pro Tempore

**BI MONTHLY FINANCIAL REPORT FISCAL AGENT - APPROVED
BI MONTHLY FINANCIAL REPORT SCHOOL SUPERINTENDENT - APPROVED**

RESOLUTION#01092402

**Minutes of July 23, 2002, Regular Session, August
12, 2002, Special Session and September 9, 2002,
Special Session APPROVED**

RESOLUTION#02092402

Bonds of County Officials APPROVED

RESOLUTION#03092402

**Budget amendments for the general purpose
school fund APPROVED**

RESOLUTION#04092402

**Establish Speed Zones on Brush Creek Road and
Hall Road APPROVED AS AMENDED**

RESOLUTION#05092402

**Add approximately 900 feet of additional water
line to the Clax Branch Road and Penny Road
Water Project APPROVED AS AMENDED**

RESOLUTION#06092402

**Amend resolution #02083001 regarding
authorizing distribution of Hotel-Motel tax for the
fiscal year ending June 30, 2003 APPROVED AS
AMENDED**

RESOLUTION#07092402

**Rescind resolution enacted October 9, 1978, to
place Circuit Court Clerk of Lawrence County,
Tennessee, on the maximum salary schedule
WITHDRAWN**

RESOLUTION#08092402

Place the control of Lawrence County Solid Waste Services under the authority of the Lawrence County Legislative Body APPROVED AS AMENDED

RESOLUTION#09092402

Provide that the Lawrence County Ambulance Service shall operate under the supervision of the Lawrence County Legislative Body as delegated to the County Executive for Lawrence County APPROVED

APPOINTMENT

Mark Curtis, Beer Board Member APPROVED

APPOINTMENT

Lawrence County Legislative Body Committees APPROVED

NOTARIES

APPROVED

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution# 01112602

Resolution approving minutes of September 24, 2002, Regular Session

Resolution#	ABSENT	PRESENT	PASS	NAY	AYE	SECOND	MOTION
Resolution# 01112602							
<i>Resolution approving minutes of September 24, 2002, Regular Session</i>							
BAILEY, Jackie (17 th Dist)	(762-3716)						411 6 th St, L'burg
BENEFIELD, Delano (10 th Dist)	(964-2430)						4628 Hwy 43 N, Summertown
BENEFIELD, Ronald (9 th Dist)	(829-2358)						91 Benefield Ln, Ethridge
BRAZIER, Olan (13 th Dist)	(762-5501)						175 Reed Patch Rd, L'burg
BURNS, Franklin (12 th Dist)	(964-3404)						383 L'burg Henryville, Ethridge
CLIFTON, Bobby (6 th Dist)	(853-4809)						409 Busby Rd, Loretto
CURTIS, Mark (11 th Dist)	(964-2182)						149 Railroad Bed Pike, Summertown
DOERFLINGER, W Charles (18 th Dist)	(762-3117)						230 Parkes Ave, Lawrenceburg
DRYDEN, Jerry (4 th Dist)	(762-7118)						12 Ingram Rd, Leoma
GABEL, Jim (1 st Dist)	(852-2899)						2773 Hwy 43/PO Box 176, Leoma
GILLESPIE, Dennis C. (3 rd Dist)	(556-2281)						286 Blooming Grove Rd, Five Points
GREEN, Robert L. (2 nd Dist)	(853-6709)	X					404 N Mil/PO Box 224, Loretto
GRISHAM, Bill (15 th Dist)	(762-6640)						199 Walden Rd, Lawrenceburg
MARTIN, James A. (8 th Dist)	(762-7283)						1547 McCarter Rd, Lawrenceburg
SNIDER, Ricky (4 th Dist)	(762-5340)						793 Wesley Chapel Rd, Lawrenceburg
WOODALL, Glenn E. (8 th Dist)	(766-1040)	X					1401 Hart Ave, L'burg
WOODALL, Landon (14 th Dist)	(762-3159)						858 Ethridge RedHill Rd, Lawrenceburg
YOCOM, Wayne (1 st Dist)	(853-6725)						148 Rigling Rd, Loretto
TOTAL VOTE							
<i>Motion to approve made by Glenn E. Woodall; seconded by Robert L. Green.</i>							
<i>Motion approved by unanimous voice vote.</i>							
<i>Members PRESENT: 17 ABSENT: 1</i>							

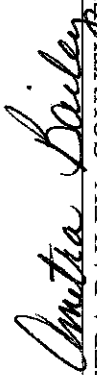
RESOLUTION NO. 02112602

RESOLUTION TO APPROVE BUDGET AMENDMENTS FOR THE
GENERAL PURPOSE SCHOOL FUND

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, approve budget amendments for the Lawrence County General Purpose School Fund as attached.

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

Passed this 26th day of November, 2002.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

10/02
Board Approved
10/17/02

Resolution #
Budget Amendments General Purpose School Fund
FUND 141

Account Number	Description	Debit	Credit
Cost Center SSA01			
1 72610-720	Plant Operation- Video Surveillance		\$3,781.00
46590	Other State Education Funds	\$3,781.00	
Budget Carry-over funds from the Safe School 01-02 School Year			
2 Cost Center SSA03			
46590	Other State Education Funds	\$56,439.00	
72130-124	Salary - Therapist		\$28,966.00
72130-201	Social Security		\$1,895.00
72130-204	Retirement		\$1,085.00
72130-212	Medicare		\$520.00
72130-355	Travel		\$1,000.00
72610-399	Contracted Svcs - Security Audit		\$2,500.00
72610-399	Contracted Svcs - Comp. Security Plans		\$3,500.00
72610-790	Equipment - Surveillance/Recording		\$16,973.00
		\$56,439.00	\$56,439.00
To Budget for Safe School grant awarded for 02-03 School Year			
3 Cost Center WIA03			
47590	Other Federal Through State	\$49,969.29	
72130-123	Guidance Personnel		\$32,027.94
72130-201	Social Security		\$2,464.73
72130-204	Retirement		\$1,088.95
72130-207	Insurance		\$1,250.00
72130-212	Medicare		\$576.37
72130-355	Travel		\$1,747.20
72130-524	Staff Development		\$300.00
72130-189	Other Salaries & Wages		\$7,725.00
72130-399	Contracted Services		\$1,500.00
72130-524	Other Supplies & Materials		\$1,289.10
		\$49,969.29	\$49,969.29
To account for Workforce Investment Act grant awarded to the Lawrence County School system which provides for a Youth Program			
4 71300-535			
71300-599	Voc Instruction Fee Waiver	\$4,000.00	
72310-524	Voc Instruction Other Charges		\$4,000.00
72310-533	Board of Education	\$3,500.00	
72310-599	Criminal Investigations	\$1,000.00	
	Other Charges		\$4,500.00
		\$8,500.00	\$8,500.00
To correct account codes to budget document to planned program			
5 Cost Center TECEP			
46590	Other State Education Funds	\$215,600.00	
47590	Other Federal Thru State	\$323,400.00	
71100-116	Reg. Instr. Teachers		\$210,579.00
71100-163	Reg. Instr. Educational Assistants		\$149,200.00
71100-195	Substitute Teachers		\$1,500.00
72710-146	Bus Drivers		\$1,000.00
71100-201	Social Security		\$22,461.00
71100-204	Retirement		\$14,853.00
71100-207	H. Insurance		\$50,453.00
71100-212	Medicare		\$5,253.00
71100-429	Reg. Instr. Instructional Supplies		\$28,751.00
71100-499	Reg. Instr. Other Supplies		\$20,000.00
71100-720	Reg. Instr. Equipment		\$20,000.00
72710-412	Diesel Fuel		\$500.00
72320-307	Communication		\$1,750.00
72320-348	Postage		\$200.00
72210-524	In-Service & Staff Development		\$12,500.00
		\$539,000.00	\$539,000.00

To account for Early Childhood Grant awarded to BOE

6	34379	Reserve - Extended Contract	\$49,071.62
	46612	Extended Contract	\$32,412.43
71100-127		Extended Contract	\$25,960.00
71100-201		Social Security	\$1,609.52
71100-204		Retirement	\$882.64
71100-212		Medicare	\$376.42
71150-127		Extended Contract	\$4,000.00
71150-201		Social Security	\$248.00
71150-204		Retirement	\$136.00
71150-212		Medicare	\$58.00
71200-127		Extended Contract	\$10,416.00
71200-201		Social Security	\$645.79
71200-204		Retirement	\$354.14
71200-212		Medicare	\$151.03
71300-127		Extended Contract	\$8,000.00
71300-201		Social Security	\$496.00
71300-204		Retirement	\$272.00
71300-212		Medicare	\$116.00
72130-127		Extended Contract	\$4,000
72130-201		Social Security	\$248.00
72130-204		Retirement	\$136.00
72130-212		Medicare	\$58.00
72210-127		Extended Contract	5000
72210-201		Social Security	\$310.00
72210-204		Retirement	\$170.00
72210-212		Medicare	\$72.50
72220-127		Extended Contract	\$4,000
72220-201		Social Security	\$248.00
72220-204		Retirement	\$136.00
72220-212		Medicare	\$58.00
72410-127		Extended Contract	\$12,000
72410-201		Social Security	\$744.00
72410-204		Retirement	\$408.00
72410-212		Medicare	\$174.00
			\$81,484.05
			\$81,484.05

To budget revenue & reserve for extended contract program 2002
with corresponding expenditures

09/02

*By Approval
9/19/02*

Resolution # _____
Budget Amendments General Purpose School Fund
FUND 141

Account Number	Description	Debit	Credit
Cost Center FF			
1 72260-599	Other Charges/Administration		\$4,700.00
71600-116	Adult Ed. Teachers		\$34,560.00
71600-201	Adult Ed. Social Security		\$2,654.00
71600-204	Adult Ed. Retirement		\$1,892.00
71600-499	Adult Ed. Other Materials & Supplies		\$2,194.00
72260-355	Adult Ed. Travel	\$9,400.00	\$1,000.00
46590	Other State Education Funds		
47120	Adult Education State Grant Program	\$37,600.00	

To account for Families First Grant awarded to Law. Co. BOE

2 Cost Center FRC			
71100-116	Teacher-Salary		\$22,443.00
71100-163	Educational Assistant		\$5,671.00
71100-201	Social Security		\$1,743.00
71100-204	Retirement		\$1,296.00
71100-212	Medicare		\$408.00
72260-599	Adult Education Other Charges	\$11,538.45	\$1,739.00
46980	Other State Grants	\$21,761.55	
47590	Other Federal thru State		

To account for Family Resource Center Grant awarded to Law. Co. BOE

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
Novmeber 26, 2002 Regular Session

Resolution# 02112602		ABSENT
Resolution to approve budget amendments for the General Purpose School Fund		PRESENT
		PASS
		NAY
		AYE
		SECOND
		MOTION
BAILEY, Jackie (17 th Dist)	(762-3716) 411 6 th St, L'burg	
BENEFIELD, Delano (10 th Dist)	(964-2430) 4628 Hwy 43 N, Summertown	
BENEFIELD, Ronald (9 th Dist)	(829-2358) 91 Benefield Ln, Ethridge	
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg	
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ethridge	
CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loretto	
CURTIS, Mark (11 th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown	
DOERFLINGER, W Charles (18 th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg	
DRYDEN, Jerry (4 th Dist)	(762-7118) 12 Ingram Rd, Leoma	
GABEL, Jim (1 st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leoma	
GILLESPIE, Dennis C. (3 rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points	
GREEN, Robert L. (2 nd Dist)	(853-6709) 404 N Mil/PO Box 224, Loretto	X
GRISHAM, Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg	
MARTIN, James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg	
SNIDER, Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg	
WOODALL, Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg	
WOODALL, Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg	X
YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto	
TOTAL VOTE		
Motion to approve made by Wayne Yocom; seconded by Robert L. Green. Motion approved by unanimous voice vote. Members PRESENT: 17 ABSENT: 1		

RESOLUTION NO. 03112602

RESOLUTION APPOINTING TWO MEMBERS TO LAWRENCE COUNTY EMERGENCY
COMMUNICATIONS BOARD

WHEREAS, pursuant to T.C.A. §7-86-105 requiring the County Executive to appoint the members of the Board of Directors of a local emergency communications district, such appointment to be subject to confirmation by the county legislative body; and

WHEREAS, there are presently two vacancies on the Lawrence County Emergency Communications Board of Directors.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, that

Pat Hudgins ; Term expires: 6-2004
(Name)

W. L. Wright ; Term expires: 4-2003
(Name)

are hereby confirmed to serve until the expiration of their term as set forth above.

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

Passed this 26th day of November, 2002.

Ametra Bailey
AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:

Chuck Kizer
CHUCK KIZER, COUNTY CLERK

November 26, 2002 Regular Session

Resolution# 03112602

*Resolution appoint two (2) members to Lawrence Cty. Emergency Communications Board : Pat Hudgins to serve until June 2004
W.L. Wright to serve until April 2003*

Resolution# 03112602	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
Resolution appoint two (2) members to Lawrence Cty. Emergency Communications Board : Put Hudgins to serve until June 2004 W.L. Wright to serve until April 2003							
BAILEY, Jackie (17 th Dist)	(762-3716) 411 6 th St, L'burg		X				
BENEFIELD, Delano (10 th Dist)	(964-2430) 4628 Hwy 43 N, Summertown		X				
BENEFIELD, Ronald (9 th Dist)	(829-2358) 91 Benefield Ln, Ethridge		X				
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg		X				
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ethridge	X	X				
CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loretto		X				
CURTIS, Mark (11 th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown		X				
DOERFLINGER, Chuck (18 th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg		X				
DRYDEN, Jerry (4 th Dist)	(762-7118) 12 Ingram Rd, Leoma		X				
GABEL, Jim (1 st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leoma		X				
GILLESPIE, Dennis C. (3 rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points		X				
GREEN, Robert L. (2 nd Dist)	(853-6709) 404 N Mill/PO Box 224, Loretto	X	X				
GRISHAM, Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg		X				
MARTIN, James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg		X				
SNIDER, Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg		X				
WOODALL, Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg			X			
WOODALL, Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X
YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto		X				
Motion to approve made by Franklin Burns; seconded by Robert L. Green. Motion approved by roll call vote. Voting AYE: 16 NAY: 1 Members PRESENT:17 ABSENT: 1	TOTAL VOTE:						

RESOLUTION NO. 04112602

RESOLUTION TO CORRECT APPOINTMENTS TO BUDGET COMMITTEE AND
PURCHASING COMMISSION

WHEREAS, pursuant to T.C.A. §5-12-104, the Budget Committee shall consist of five members, one of whom shall be the County Executive and the other four shall be appointed by the County Executive with the approval of the Lawrence County legislative body; and

WHEREAS, Lawrence County government desires to expand the Budget Committee but to allow five members of the committee to vote; and

WHEREAS, T.C.A. §5-14-106 provides that the county Purchasing Commission shall consist of five members, one of whom shall be the County Executive.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, the Budget Committee as constituted for the fiscal year 2002-2003 shall consist of the following:

Voting Members

Ametra Bailey
Bobby Clifton
Wayne Yocum
Olan Brazier
Dennis Gillespie

Ex Officio Members

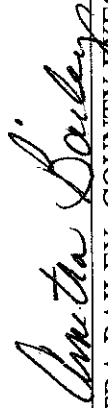
W. Charles Doerflinger
Ronnie Benefield
Bill Grisham
Jim Gable

BE IT FURTHER RESOLVED that the Lawrence County Purchasing Commission shall consist of the following:

Ametra Bailey
Olan Brazier
W. Charles Doerflinger
Jerry Dryden
Landon Woodall

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

Passed this 26th day of November, 2002.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution#	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
04112602							
Resolution to correct appointments to Budget Committee and Purchasing Commission							
BAILEY, Jackie (17 th Dist)	(762-3716) 411 6 th St, L'burg						
BENEFIELD, Delano (10 th Dist)	(964-2430) 4628 Hwy 43 N, Summertown						
BENEFIELD, Ronald (9 th Dist)	(829-2358) 91 Benefield Ln, Ethridge						
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg						
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ethridge	X					
CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loretto						
CURTIS, Mark (11 th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown						
DOERFLINGER, W Charles (18 th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg						
DRYDEN, Jerry (4 th Dist)	(762-7118) 12 Ingram Rd, Leoma						
GABEL, Jim (1 st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leoma						
GILLESPIE, Dennis C. (3 rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points						
GREEN, Robert L. (2 nd Dist)	(853-6709) 404 N Mil/PO Box 224, Loretto						
GRISHAM, Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg						
MARTIN, James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg						
SNIDER, Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg						
WOODALL, Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg						
WOODALL, Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X
YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto	X					
TOTAL VOTE							
<i>Motion to approve made by Franklin Burns; seconded by Wayne Yocom. Motion approved by unanimous voice vote. Members PRESENT: 17 ABSENT: 1</i>							

RESOLUTION NO. 05112602

RESOLUTION TO ELECT MEMBER TO AGRICULTURAL EXTENSION COMMITTEE

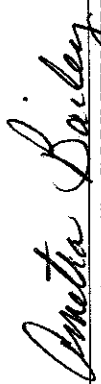
WHEREAS, pursuant to T.C.A. §49-50-104, Lawrence County cooperates with the state Agricultural Extension Service and is required to elect an Agricultural Extension Committee composed of seven members, said committee to be elected by the Lawrence County legislative body; and

WHEREAS, there is a vacancy on said Agricultural Extension Committee.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, that James Martin is hereby elected to the Agricultural Committee to serve a two year term.

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

Passed this 26th day of November, 2002.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution# 05112602	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
<i>Resolution to elect member to Agriculture Extension Committee</i>							
BAILEY, Jackie (17 th Dist)	(762-3716) 411 6 th St, L'burg		<i>Snider</i>				
BENEFIELD, Delano (10 th Dist)	(964-2430) 4628 Hwy 43 N, Summertown		<i>Martin</i>				
BENEFIELD, Ronald (9 th Dist)	(829-2358) 91 Benefield Ln, Ehrldge		<i>Martin</i>				
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg		<i>Martin</i>				
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ehrldge		<i>Martin</i>				
CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loretto		<i>Martin</i>				
CURTIS, Mark (11 th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown		<i>Martin</i>				
DOERFLINGER, Chuck (18 th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg		<i>Martin</i>				
DRYDEN, Jerry (4 th Dist)	(762-7118) 12 Ingram Rd, Leona		<i>Martin</i>				
GABEL, Jim (1 st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leona		<i>Martin</i>				
GILLESPIE, Dennis C. (3 rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points		<i>Martin</i>				
GREEN, Robert L. (2 nd Dist)	(853-6709) 404 N Mill/PO Box 224, Loretto	X	<i>Martin</i>				
GRISHAM, Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg		<i>Snider</i>				
MARTIN, James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg		<i>Martin</i>				
SNIDER, Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg		<i>Snider</i>				
WOODALL, Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg		<i>Snider</i>				
WOODALL, Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X
YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto	X	<i>Martin</i>				
TOTAL VOTE: <i>Jim Martin nominated by Robert L. Green; seconded by Delana Benefield.</i> <i>Motion to elect made by Robert L. Green; seconded by Wayne Yocom.</i> Votes – MARTIN : 13 SNIDER: 4 Members PRESENT: 17 ABSENT: 1			<i>Martin 13 Snider 4</i>				

RESOLUTION NO. 06112602

RESOLUTION TO APPROVE LITTER GRANT PROGRAM

WHEREAS, pursuant to the provision of Tennessee Code Annotated §41-2-123, the Commissioner of Transportation is authorized to make grants to counties for the purpose of funding programs for the collection of litter and trash along county, state and interstate roads and highways; and

WHEREAS, the County has submitted an application to the Department for the purpose of obtaining program funds for the prevention of the accumulation of litter and deposition of trash and the collection of litter and trash along county, state, interstate roads and highways as described in said application; and

WHEREAS, the application has been approved by the Commissioner, and the parties want to enter into an agreement to provide the terms and conditions to govern the expenditure of program funds.

NOW, THEREFORE, BE IT RESOLVED, by the Lawrence County legislative body meeting in regular session on the 26th day of November, 2002, approve Contract No. CHB 1097, Project No. 50500-4070-04 between the State of Tennessee, Department of Transportation, and Lawrence County to provide for the collection and disposal of litter along county, state and interstate roads and highways.

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

Passed this 26th day of November, 2002.


AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:


CHUCK KIZER, COUNTY CLERK

Contract No. CHB 1097
Project No. 50500-4070-04

**TENNESSEE D.O.T.
LITTER GRANT CONTRACT**

**CONTRACT
BETWEEN**

THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND

LAWRENCE COUNTY

THIS CONTRACT is made and entered into by and between the State of Tennessee, acting through its Department of Transportation, hereinafter referred to as the "Department", and Lawrence County, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, pursuant to the provisions of Tennessee Code Annotated, Section 41-2-123, the Commissioner of Transportation is authorized to make grants to counties for the purpose of funding programs for the collection of litter and trash along county, state and interstate roads and highways; and

WHEREAS, pursuant to the provisions of Tennessee Code Annotated, Sections 57-5-201 and 67-4-402, proportions of the privilege taxes imposed by said sections are allocated to the highway fund for the purpose of funding programs for the prevention and collection of litter and trash and matters related thereto; and

WHEREAS, the County has submitted an application to the Department for the purpose of obtaining program funds for the prevention of the accumulation of litter and depositing of trash and the collection of litter and trash along county, state, interstate roads and highways as described in said application, and

WHEREAS, said application has been approved by the Commissioner, and the parties want to enter into an agreement to provide the terms and conditions to govern the expenditure of program funds.

NOW, THEREFORE, in consideration of the premises, the parties agree that their respective obligations for administering the program for the prevention of the accumulation of litter and depositing of trash along county, state and interstate roads and highways and the collection of litter and trash from said roads and highways shall be as follows:

1. The County agrees that it will undertake its program for the prevention of the accumulation of litter and depositing of trash, and collection of litter and trash in accordance with its budget, attached hereto as "Exhibit A", which exhibit is hereby incorporated herein by reference.
2. The County agrees not to employ any elected official in carrying out the program.
3. The County agrees that not more than ten percent (10%) of the funds provided for herein shall be expended for the purpose of advertising or promoting the program, no part of such funds shall be used to purchase supplies, materials, or equipment displaying the name or likeness of the administrator of the program, or of any other individual. The County further agrees that it will spend \$12,100.00 for litter prevention education under four (4) of the following categories: Student Education (S); Public Education (P); Governmental Education (G); Media Education (M); and Business Education (B).
4. It is understood by the County that if accomplishment of the program includes use of labor by prisoners, it will use those sentenced to the county workhouse. The County may require such labor pursuant to the provisions of T.C.A., Section 41-2-149.
5. It is understood by the County that the maximum amount of compensation subject to being paid to the County as reimbursement shall not exceed the sum of \$48,550.00.

6. The term of this Contract shall be from July 1, 2002 through June 30, 2003.
7. The County agrees to provide monthly invoices reflecting actual costs incurred subject to the cost limitation set forth in Provision No. 5. The monthly invoice shall set forth in detail the amount expended pursuant to the budget, be supported by receipted bills and payroll time sheets, contain a notarized statement relating to accuracy, be accompanied by a progress report describing accomplishments and problems encountered during the month and work anticipated during the subsequent month, and be submitted in triplicate. This monthly invoice shall be submitted to the Department's Highway Beautification Office, Suite 400, James K. Polk Building, Nashville, TN 37243-0333, within ten (10) days following the end of each month. The County also agrees to submit to the State a final claim for reimbursement of all eligible cost incurred under this contract no later than ninety (90) days after the termination of this contract.
8. The Department agrees to honor all invoices for reimbursement of costs provided the County is complying with its obligations provided for in "Exhibit A". The Department will pay actual operating costs for any vehicles and other mobile equipment used in accomplishing program work, but not to exceed the amounts set forth in the Rental Rate Blue Book for Construction Equipment.
9. The County agrees to comply with applicable requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways.
10. The County agrees to require persons working on or adjacent to the highway right-of-way to wear safety colored vests.
11. The County agrees to use competitive bidding procedures in the procurement of goods, materials, supplies, equipment or services.
12. The County agrees to be responsible for the accountability, management, and inventory of all property acquired in whole or in part with funds provided hereunder.
13. The performance and effectiveness of the County in accomplishing the work shall be subject to quarterly review by Department officials.

14. If the County fails to fulfill in a timely and proper manner its obligations under this Contract, or if the County shall violate any of its terms, the Department shall have the right to immediately terminate this Contract and shall have not further obligation for payment in excess of fair reimbursement as compensation for work completed.

15. This Contract may be modified only by written amendment executed by all parties hereto.

16. No person on the ground of handicap, race, color, religion, sex or natural origin or any other classification protected by Federal or State constitutional or statutory law, will be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of the County. The County agrees, upon request, to show proof of such nondiscrimination, and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

17. This Contract may be terminated by either party, without cause being assigned, by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event the County shall be entitled to receive fair reimbursement as compensation for any satisfactory authorized work completed as of the termination date.

18. The County agrees to maintain documentation for all charges against the Department under this Contract. The books, records and documents of the County related to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.

19. This Contract is in implementation of T.C.A., Section 41-2-123(c) to fund the County's program for the collection of litter and trash along county, state and interstate roads and highways and for no other purpose. The County understands that it shall have full control of and liability for all work activities provided for as an independent contractor and not as an agent of the Department.

20. The local government agrees to comply with all applicable federal and state laws, rules, and regulations in the performance of its duties under this agreement. The parties hereby agree that the failure of the local government to comply with this provision shall constitute a material breach of the agreement and subject the local government to the repayment of all damages suffered by the State and/or the Tennessee Department of Transportation as a result of said breach

21. The County agrees not to assign or sublet any interest in this Contract.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives on this the 26 day of Nov., 2002.

LAWRENCE COUNTY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: Amytha Bailey
TITLE: Co. Representative

BY: J. Bruce Saltsman, Sr.
Commissioner

Certified as the legal
obligation of the
County.

APPROVED AS TO FORM AND
LEGALITY

BY: _____
County Attorney

BY: Mary G. Moody
General Counsel

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

<i>Resolution# 06112602</i>	<i>MOTION</i>	<i>SECOND</i>	<i>AYE</i>	<i>NAY</i>	<i>PASS</i>	<i>PRESENT</i>	<i>ABSENT</i>
<i>Resolution to approve Litter Grant Program</i>							
BAILEY, Jackie (17 th Dist)	(762-3716) 411 6 th St, L'burg		X				
BENEFIELD, Delano (10 th Dist)	(964-2430) 4628 Hwy 43 N, Summertown		X				
BENEFIELD, Ronald (9 th Dist)	(829-2358) 91 Benefield Ln, Ethridge		X				
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg		X				
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ethridge		X				
CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loretto		X				
CURTIS, Mark (11 th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown		X				
DOERFLINGER, W Charles (18 th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg		X				
DRYDEN, Jerry (4 th Dist)	(762-7118) 12 Ingram Rd, Leoma		X				
GABEL, Jim (1 st Dist)	(852-2899) £773 Hwy 43/PO Box 176, Leoma	X	X				
GILLESPIE, Dennis C. (3 rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points		X				
GREEN, Robert L. (2 nd Dist)	(853-6709) 404 N Mill/PO Box 224, Loretto	X	X				
GRISHAM, Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg		X				
MARTIN, James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg		X				
SNIDER, Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg		X				
WOODALL, Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg		X				
WOODALL, Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X
YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto		X				
TOTAL VOTE			17				1
<i>Motion to approve made by Jim Gabel; seconded by Robert L. Green.</i> <i>Motion carried by roll call vote. Voting AYE: 17 NAY: 0</i> <i>Members PRESENT: 17 ABSENT: 1</i>							

RESOLUTION NO. 07112602

RESOLUTION TO ESTABLISH SPEED ZONES ON
ETHRIDGE RED HILL ROAD

WHEREAS, Ethridge Red Hill Road is in residential areas in Lawrence County, Tennessee; and

WHEREAS, the Lawrence County legislative body deems that the public safety requires a 45 mile per hour speed limit on the entire length of Ethridge Red Hill Road and to erect appropriate traffic control devices.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, that the speed limit on Ethridge Red Hill Road is hereby established at 45 miles per hour for the entire length of said Ethridge Red Hill Road.

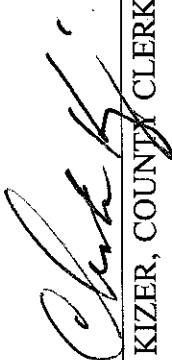
BE IT RESOLVED by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, that the County Road Superintendent for Lawrence County is hereby requested to erect appropriate signs and traffic signals to reflect that the speed limit on said Ethridge Red Hill Road is 45 miles per hour for the entire length of said road.

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

Passed this 26th day of November, 2002.


AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:


CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution# 07112602	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
Resolution to establish speed zones on Ethridge RedHill Road							
BAILEY, Jackie (17 th Dist)	(762-3716) 411 6 th St, L'burg		X				
BENEFIELD, Delano (10 th Dist)	(964-2430) 4628 Hwy 43 N, Summertown		X				
BENEFIELD, Ronald (9 th Dist)	(829-2358) 91 Benefield Ln, Ethridge		X				
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg		X				
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ethridge		X				
CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loretto		X				
CURTIS, Mark (11 th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown		X				
DOERFLINGER, Chuck (18 th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg		X				
DRYDEN, Jerry (4 th Dist)	(762-7118) 12 Ingram Rd, Leoma		X				
GABEL, Jim (1 st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leoma		X				
GILLESPIE, Dennis C. (3 rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points		X				
GREEN, Robert L. (2 nd Dist)	(853-6709) 404 N Mill/PO Box 224, Loretto	X	X				
GRISHAM, Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg		X				
MARTIN, James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg		X				
SNIDER, Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg		X				
WOODALL, Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg		X				
WOODALL, Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X
YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto	X	X				
Motion to approve made by Robert L. Green; seconded by Wayne Yocom. Motion to approve carried by roll call vote. Voting AYE: 17 NAY: 0 Members PRESENT: 17 ABSENT: 1	TOTAL VOTE:		17				1

*Ref. of the
County Committee*

RESOLUTION NO. 08112602

RESOLUTION TO ADD KATI LANE TO THE OFFICIAL COUNTY ROAD LIST

WHEREAS, the county legislative body of Lawrence County is authorized to classify and maintain public roads pursuant to Tennessee Code Annotated §54-10-101, et seq.; and

WHEREAS, the Highway Committee for the Lawrence County legislative body has made certain recommendations as to adding Kati Lane from where Kati Lane intersects with Valley Road and extending approximately 1,230 feet, to the county road list; and

WHEREAS, the Highway Committee for the Lawrence County legislative body has approved adding of Kati Lane to the county road list.

NOW THEREFORE, BE IT RESOLVED by the county legislative body meeting this 26th day of November, 2002, that Kati Lane from the intersection of Valley Road, approximately 1,230 feet, is added to the official county road list.

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

Passed this 26th day of November, 2002.

AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:

CHUCK KIZER, COUNTY CLERK

TABLED – REFERRED TO HWY COMMITTEE

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK

November 26, 2002 Regular Session

Resolution# 08112602 REFERRED TO HIGHWAY COMMITTEE

Resolution to add Kati Lane to the official county road list.

	<i>MOTION</i>	<i>SECOND</i>	<i>AYE</i>	<i>NAY</i>	<i>PASS</i>	<i>PRESENT</i>	<i>ABSENT</i>
<i>BAILEY, Jackie (17th Dist)</i>	(762-3716) 411 6 th St, L'burg						
<i>BENEFIELD, Delano (10th Dist)</i>	(964-2430) 4628 Hwy 43 N, Summertown						
<i>BENEFIELD, Ronald (9th Dist)</i>	(829-2358) 91 Benefield Ln, Ethridge	X					
<i>BRAZIER, Olan (13th Dist)</i>	(762-5501) 175 Reed Patch Rd, L'burg						
<i>BURNS, Franklin (12th Dist)</i>	(964-3404) 383 L'burg Henryville, Ethridge						
<i>CLIFTON, Bobby (6th Dist)</i>	(853-4809) 409 Busby Rd, Loretto						
<i>CURTIS, Mark (11th Dist)</i>	(964-2182) 149 Railroad Bed Pike, Summertown						
<i>DOERFLINGER, Chuck (18th Dist)</i>	(762-3117) 230 Parkes Ave, Lawrenceburg						
<i>DRYDEN, Jerry (4th Dist)</i>	(762-7118) 12 Ingram Rd, Leoma						
<i>GABEL, Jim (1st Dist)</i>	(852-2899) 2773 Hwy 43/PO Box 176, Leoma						
<i>GILLESPIE, Dennis C. (3rd Dist)</i>	(556-2281) 286 Blooming Grove Rd, Five Points						
<i>GREEN, Robert L. (2nd Dist)</i>	(853-6709) 404 N Mil/PO Box 224, Loretto						
<i>GRISHAM, Bill (15th Dist)</i>	(762-6640) 199 Walden Rd, Lawrenceburg						
<i>MARTIN, James A. (8th Dist)</i>	(762-7283) 1547 McCarter Rd, Lawrenceburg						
<i>SNIDER, Ricky (4th Dist)</i>	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg						
<i>WOODALL, Glenn E. (8th Dist)</i>	(766-1040) 1401 Hart Ave, L'burg						
<i>WOODALL, Landon (14th Dist)</i>	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg					X	X
<i>YOCOM, Wayne (1st Dist)</i>	(853-6725) 148 Rigling Rd, Loretto	X					
TOTAL VOTE:							17
1							

*Resolution referred to Highway Committee for further study.
Motion made by Ronnie Benefield; seconded by Wayne Yocom. Motion approved
by unanimous voice vote.
Members PRESENT: 17 ABSENT:1*

RESOLUTION NO. 09112602

RESOLUTION REQUESTING THE HIGHWAY DEPARTMENT TO INSTALL TWO SIGNS
INDICATING "HIDDEN DRIVEWAY AHEAD" ON DUNN LEOMA ROAD

WHEREAS, the county legislative body of Lawrence County is authorized to classify and maintain public roads pursuant to Tennessee Code Annotated §54-10-101, et seq.; and

WHEREAS, the Highway Committee for the Lawrence County legislative body has made certain recommendations as to installing "Hidden Driveway Ahead" sign or similar signage indicating limited sight distance on the Dunn Leoma Road, one sign to be located where the road narrows just past the Leoma Baptist Church and the other sign to be located in the opposite direction where the road widens again; and

WHEREAS, the Highway Committee for the Lawrence County legislative body has approved installing "Hidden Driveway Ahead" signs on the Dunn Leoma Road, one sign to be located where the road narrows just past the Leoma Baptist Church and the other sign to be located in the opposite direction where the road widens again.

NOW THEREFORE, BE IT RESOLVED by the county legislative body meeting this 26th day of November, 2002, that "Hidden Driveway Ahead" signs be installed on the Dunn Leoma Road, one sign to be located where the road narrows just past the Leoma Baptist Church and the other sign to be located in the opposite direction where the road widens again

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

Passed this 26th day of November, 2002.

AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:

CHUCK KIZER, COUNTY CLERK

WITHDRAWN

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution#	09112602	<u>WITHDRAWN</u>	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
Resolution requesting the Highway Department to install two (2) signs indicating "hidden driveway ahead" on Dunn Leoma Road									
BAILEY, Jackie (17 th Dist)		(762-3716) 411 6 th St, L'burg							
BENEFIELD, Delano (10 th Dist)		(964-2430) 4628 Hwy 43 N, Summertown							
BENEFIELD, Ronald (9 th Dist)		(829-2358) 91 Benefield Ln, Ethridge							
BRAZIER, Olan (13 th Dist)		(762-5501) 175 Reed Patch Rd, L'burg							
BURNS, Franklin (12 th Dist)		(964-3404) 383 L'burg Henryville, Ethridge							
CLIFTON, Bobby (6 th Dist)		(853-4809) 409 Busby Rd, Loretto							
CURTIS, Mark (11 th Dist)		(964-2182) 149 Railroad Bed Pike, Summertown							
DOERFLINGER, Chuck (18 th Dist)		(762-3117) 230 Parkes Ave, Lawrenceburg							
DRYDEN, Jerry (4 th Dist)		(762-7118) 12 Ingram Rd, Leoma							
GABEL, Jim (1 st Dist)		(852-2899) 2773 Hwy 43/PO Box 176, Leoma	X						
GILLESPIE, Dennis C. (3 rd Dist)		(556-2281) 286 Blooming Grove Rd, Five Points							
GREEN, Robert L. (2 nd Dist)		(853-6709) 404 N Mill/PO Box 224, Loretto							
GRISHAM, Bill (15 th Dist)		(762-6640) 199 Walden Rd, Lawrenceburg							
MARTIN, James A. (8 th Dist)		(762-7283) 1547 McCarter Rd, Lawrenceburg							
SNIDER, Ricky (4 th Dist)		(762-5340) 793 Wesley Chapel Rd, Lawrenceburg							
WOODALL, Glenn E. (8 th Dist)		(766-1040) 1401 Hart Ave, L'burg							
WOODALL, Landon (14 th Dist)		(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg							X
YOCOM, Wayne (1 st Dist)		(853-6725) 148 Rigling Rd, Loretto							
Motion withdrawn by Jim Gabel. Members PRESENT: 17 ABSENT: 1			TOTAL VOTE:						1

RESOLUTION NO. 10112602

RESOLUTION AUTHORIZING THE LAWRENCE COUNTY SHERIFF'S DEPARTMENT
TO RECEIVE INCENTIVE PAYMENTS FROM THE SOCIAL SECURITY
ADMINISTRATION REGARDING INELIGIBLE RECIPIENTS

WHEREAS, persons incarcerated in correctional facilities receiving certain benefits paid through the Social Security Administration are not eligible for those benefits during the time of their incarceration; and

WHEREAS, the Social Security Administration pays a fee to all correctional facilities as an incentive for reporting the incarceration of these certain individuals; and

WHEREAS, the Lawrence County Sheriff's Department qualifies as one of those correctional facilities, has received Two Thousand Four Hundred Dollars (\$2,400.00) in the last twelve months, and will continue to receive this incentive pay from the Social Security Administration when ineligible recipients are reported as required; and

WHEREAS, personnel assigned to the Lawrence County Sheriff's Department expend their time, energy, and resources in preparing this monthly report to the Social Security Administration.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, that all sums heretofore collected and to be collected in the future from the Social Security Administration as incentive payments for the Sheriff's Department reporting ineligible recipients to said Social Security Administration shall be added to the Sheriff's budgeted appropriations, shall be coded under Revenue Code 48140, and through Fund 101, added to the Sheriff's regular appropriations in Account No. 54210, line 499, Other Supplies and Materials.

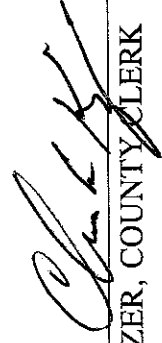
BE IT FURTHER RESOLVED that the efforts of the Lawrence County Sheriff's Department in stopping ineligible payments of taxpayer monies to persons incarcerated in the Lawrence County Jail are hereby commended.

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

Passed this 26th day of November, 2002.


AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:


CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution# 10112602	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
Resolution authorizing the Lawrence County Sheriff's Department to receive incentive payments from the Social Security Administration regarding ineligible recipients							
BAILEY, Jackie (17 th Dist)	(762-3716) 411 6 th St, L'burg		X				
BENEFIELD, Delano (10 th Dist)	(964-2430) 4628 Hwy 43 N, Summertown		X				
BENEFIELD, Ronald (9 th Dist)	(829-2358) 91 Benefield Ln, Ethridge		X				
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg		X				
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ethridge	X	X				
CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loretto		X				
CURTIS, Mark (11 th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown		X				
DOERFLINGER, Chuck (18 th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg	X	X				
DRYDEN, Jerry (4 th Dist)	(762-7118) 12 Ingram Rd, Leoma		X				
GABEL, Jim (1 st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leoma		X				
GILLESPIE, Dennis C. (3 rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points		X				
GREEN, Robert L. (2 nd Dist)	(853-6709) 404 N Mil/PO Box 224, Loretto		X				
GRISHAM, Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg		X				
MARTIN, James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg		X				
SNIDER, Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg		X				
WOODALL, Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg		X				
WOODALL, Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X
YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto		X				
Motion to approve made by Franklin Burns; seconded by Chuck Doerflinger. Motion to approve carried by roll call vote. Voting AYE: 17 NAY: 0 Members PRESENT: 17 ABSENT: 1	TOTAL VOTE:		17				1

RESOLUTION NO. 11112602

RESOLUTION REGARDING ITEMS ISSUED TO SHERIFF'S DEPARTMENT BY
LAWRENCE COUNTY WHICH MAY BE LOST OR DESTROYED

WHEREAS, persons incarcerated in the Lawrence County Jail receive certain items of county owned and issued property, such as clothing, bedding, and personal hygiene items; and

WHEREAS, the items are originally purchased through the Sheriff's and/or the Jail's regular budget appropriations; and

WHEREAS, any equipment or other property damaged by inmates must be replaced by purchase through the Sheriff's or Jail's regular budget appropriations; and

WHEREAS, the Sheriff of Lawrence County has instituted procedures by which inmates must reimburse the county for any damaged or lost property prior to their release from jail.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, that the Lawrence County Commissioners recognize the efforts of the employees of the Lawrence County Jail in preventing damage to county-owned property and applaud their efforts to seek reimbursement for any actual damaged or lost items.

BE IT FURTHER RESOLVED that all proceeds received from inmates to reimburse the county for damaged or lost property shall be coded under Revenue Code 44560 and through Fund 101, added to the Sheriff's regular appropriations in Account 54210, Line 499, Other Supplies and Materials.

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

Passed this 26th day of November, 2002.


AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:


CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution# 11112602		MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
Resolution regarding items issued to Sheriff's Department by Lawrence County which may be lost or destroyed.				X				
BAILEY, Jackie (17 th Dist)		(762-3716) 411 6 th St, L'burg		X				
BENEFIELD, Delano (10 th Dist)		(964-2430) 4628 Hwy 43 N, Summertown		X				
BENEFIELD, Ronald (9 th Dist)		(829-2358) 91 Benefield Ln, Ethridge		X				
BRAZIER, Olan (13 th Dist)		(762-5501) 175 Reed Patch Rd, L'burg		X				
BURNS, Franklin (12 th Dist)		(964-3404) 383 L'burg Henryville, Ethridge		X				
CLIFTON, Bobby (6 th Dist)		(853-4809) 409 Busby Rd, Loretto		X				
CURTIS, Mark (11 th Dist)		(964-2182) 149 Railroad Bed Pike, Summertown		X				
DOERFLINGER, Chuck (18 th Dist)		(762-3117) 230 Parkes Ave, Lawrenceburg	X	X				
DRYDEN, Jerry (4 th Dist)		(762-7118) 12 Ingram Rd, Leoma		X				
GABEL, Jim (1 st Dist)		(852-2899) 2773 Hwy 43/PO Box 176, Leoma		X				
GILLESPIE, Dennis C. (3 rd Dist)		(556-2281) 286 Blooming Grove Rd, Five Points		X				
GREEN, Robert L. (2 nd Dist)		(853-6709) 404 N Mil/PO Box 224, Loretto		X				
GRISHAM, Bill (15 th Dist)		(762-6640) 199 Walden Rd, Lawrenceburg		X				
MARTIN, James A. (8 th Dist)		(762-7283) 1547 McCarter Rd, Lawrenceburg		X				
SNIDER, Ricky (4 th Dist)		(762-5340) 793 Wesley Chapel Rd, Lawrenceburg		X				
WOODALL, Glenn E. (8 th Dist)		(766-1040) 1401 Hart Ave, L'burg		X				
WOODALL, Landon (14 th Dist)		(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X
YOCOM, Wayne (1 st Dist)		(853-6725) 148 Rigling Rd, Loretto	X	X				
Motion to approve made by Wayne Yocom; seconded by Chuck Doerflinger.		TOTAL VOTE:		17				1
Motion to approve carried by roll call vote.								
Voting AYE: 17 NAY: 0								
Members PRESENT: 17 ABSENT: 1								

RESOLUTION NO. 12112602

RESOLUTION AUTHORIZING AND APPROVING LEASE AGREEMENT BETWEEN LAWRENCE COUNTY EDUCATION FOUNDATION, INC. AND LAWRENCE COUNTY TO BENEFIT THE LAWRENCEBURG BRANCH OF THE COLUMBIA STATE COMMUNITY COLLEGE

WHEREAS, Lawrence County is currently constructing an addition to the building where the Lawrenceburg Branch of the Columbia State Community College is located; and

WHEREAS, the Lawrence County Education Foundation is the owner of the real property located on the south side of the present branch of the Columbia State Community College and on which property a parking lot has been constructed for the use and benefit of Columbia State Community College.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, that Lawrence County enter into the lease agreement, a copy of which is attached hereto and incorporated herein, with the Lawrence County Education Foundation for the purpose of the Lawrenceburg Branch of the Columbia State Community College using said property for a parking lot.

BE IT FURTHER RESOLVED that the County Executive is authorized and directed to execute said lease in the form as attached hereto and incorporated herein.

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

Passed this 26th day of November, 2002.

AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:

CHUCK KIZER, COUNTY CLERK

TABLED – REFERRED TO COMMITTEE

LEASE AGREEMENT WITH OPTION TO PURCHASE

1. ***Parties.*** THIS LEASE, dated _____, 2002, by and between the Lawrence County Education Foundation, Inc., its successors and assigns (hereinafter referred to as "Lessor") and Lawrence County, Tennessee, a political subdivision of the State of Tennessee, its successors and assigns (hereinafter referred to as "Lessee"),

W I T N E S S E T H:

2. ***Considerations.*** In consideration of the rental stated below and their mutual covenants, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the premises described herein:

3. ***Premises.*** The leased premises (hereinafter referred as the "Premises"), is identified and described as set forth on Schedule "A" which is attached hereto.

4. ***Term.*** The term of this lease is for twenty (20) years commencing on _____, 2002, and expiring on December 31, 2022.

5. ***Rental.*** Lessee agrees to pay to Lessor, payable in advance, annual installments equal to Lessor's cost of insurance for the demised premises and an amount equal to the Lawrence County and City of Lawrenceburg real estate taxes levied against the demised premises.

6. ***Full Payment Without Set-off.*** The total rent due upon each date shall be paid in full to Lessor, and no set-off or counterclaims may be deducted by Lessee from the rentals due. The burden of proof of full payment shall be upon Lessee.

7. ***Kind of Business.*** Lessee shall occupy the premises throughout the full term of the lease. Lessee represents and warrants that it shall use the premises to facilitate the construction of an addition to the building presently housing the Lawrence County Branch of Columbia State Community College, including but not limited to parking, access, drainage or any other legal purpose which benefits the building and any addition thereto currently housing the Lawrenceburg Branch of Columbia State Community College. Lessee represents and warrants that Lessee shall not use, store, handle or dispose of any petroleum products, or of any hazardous or toxic substances or wastes as those terms are defined by local, state or federal law at the premises. Lessee's use of the premises shall be restricted to the use set forth in this paragraph unless Lessee obtains Lessor's prior written consent to any change and use to which consent shall not be unreasonably denied.

8. ***Assignment and Subletting.*** This lease may not be assigned, and the premises may not be sublet by Lessee without the express written consent of Lessor which consent may be withheld for any reason. Lessor shall have the right to sell, transfer, or assign its interest

hereunder, or any part thereof, without the prior consent of Lessee. After such sale, transfer or assignment, and following appropriate notice to Lessee, Lessee shall attorn to such purchaser, transferee or assignee and provided that such purchaser, transferee or assignee assumes Lessor's obligations hereunder, Lessor shall be released of all obligations hereunder after the effective date of such sale, transfer or assignment.

9. Lien for Payment. Lessor shall have all of the rights provided for protection of landlord's interest under local and state law, specifically including a lien on Lessee's property stored in the Premises, for payment of rental.

10. Alterations. Lessee may make any alterations, additions, replacements, or improvements to the premises Lessee deems necessary. Lessee agrees that should it make any alterations, additions, replacements or improvements to the premises it will not be acting as agent or servant of Lessor and that it will promptly pay the cost or expense for same.

11. Delivery at End of Lease. Upon termination of the lease, by expiration of term, or otherwise, Lessee shall redeliver the premises to Lessor.

12. Lawful Use. Lessee represents and warrants that it will observe and comply with all applicable laws, orders, rules and regulations of any governmental authority relating to the demised premises, and will not permit the premises to be used for illegal purposes or purposes not permitted pursuant to this lease and shall not permit any nuisance to be created or maintained thereon.

13. Cleanliness. Lessee shall keep the leased premises and adjacent grounds, including grass cutting, in a good, clean condition and appearance, free from dirt, filth and waste.

14. Holdover. Should Lessee hold over the term hereby created, Lessee shall become a tenant-at-will of Lessee, and otherwise upon the covenants and conditions in this lease contained.

15. Utilities. All heat, sewer, water, electrical current and gas utilities relating to the leased premises during the period of this Lease shall be paid for by Lessee.

16. Real Estate Taxes. Lessee will pay all real estate taxes during the term of this lease and/or any renewals or extensions.

17. Fire and Other Losses Insurance. The Lessee will keep the premises insured throughout the term of this Lease and/or any renewals or extensions for fire and other losses.

18. Default by the Lessee. In the event Lessee fails to pay the rent as herein stipulated, or fails to comply with any of the terms and conditions of this lease, then Lessor may continue the lease and recover damages for such failure, or unless Lessee corrects or remedies any such failure or default within thirty (30) days or such other time limitation as may be specifically provided for elsewhere in this lease, after Lessor has mailed written notice of same

to Lessee, except that only fifteen (15) days notice shall be required with respect to failure to pay rent, then Lessor may elect to declare this lease forfeited and terminated and at an end in all respects, and may, thereupon enter and take possession of said premises for said breach and re-rent the same to such Lessee as in the discretion of Lessor may be deemed suitable and proper. Should, through no default of Lessee, the default be unable to be cured within said thirty (30) day period, Lessee shall have an additional reasonable time in which to cure said default. Should Lessor declare this lease terminated and forfeited as aforesaid, then Lessee agrees to surrender peaceful possession of same, and Lessor may re-enter with or without legal process.

19. Lessor's Right of Entry. Lessor, and its agents or other representatives, shall have the right to enter into and upon the leased premises or any part thereof at all reasonable hours for the purpose of examining the same.

20. Damages and Accidents. Lessee shall indemnify Lessor against and hold Lessor harmless from any and all liability, claims, demands, actions or damages whatsoever that may arise from or any manner be occasioned by the condition, use, or occupancy of the demised premises by its officers, agents, servants, employees, customers, contractors, invitees and/or licensees and Lessee shall defend Lessor against any such claims, demands or actions and shall reimburse Lessor for all cost and expenses incurred by Lessor in connection therewith, including, without limitation, reasonable attorneys fees.

21. Non-Waiver. Failure of Lessor to declare any default immediately upon occurrence whereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any such default at any time; no waiver of any default shall alter Lessee's obligations under the lease, with respect to any other existing or subsequent default.

22. Attorney's Fees and Interest. In the event it becomes necessary for Lessor to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the representations, warranties, covenants and agreements herein contained, Lessee shall be liable for reasonable attorney's fees, costs and expenses incurred by Lessor.

23. Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced to writing and delivered in person or mailed by Registered or Certified mail, postage prepaid to the party who is to receive such notice. Such notice to Lessor shall be mailed to:

Lawrence County Education Foundation
P. O. Box 961
Lawrenceburg, TN 38464

With a copy to: Ben Boston
P. O. Box 357
Lawrenceburg, TN 38464

Such notice to Lessee shall be mailed to:

County Executive
Lawrence County Courthouse
240 West Gaines Street, NBU 1
Lawrenceburg, TN 38464

With a copy to: Director of Accounts and Budgets
 119 Centennial Boulevard
 Lawrenceburg, TN 38464

24. *Quiet Possession.* In consideration of the covenants and agreements herewith contained, Lessor agrees to warrant and defend Lessee in the quiet and peaceful possession of the said premises during the term of this lease.

25. *Entirety of Understanding in Written Lease.* It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed, that this lease supersedes and voids all prior proposals, letters and agreements, oral and written, and that no modification or alteration of the lease shall be effective unless evidenced by an instrument in writing signed by both parties. The law of the state where the lease premises are situated shall apply.

26. *Survival of Warranties.* Lessor's and Lessee's representations and warranties herein shall survive the expiration or earlier termination of this lease, whether such expiration shall occur at the end of any regularly scheduled term, month to month holdover period, or earlier termination pursuant to the provisions hereof.

27. *Indemnification.* Lessee shall indemnify, defend and hold harmless Lessor from and against all claims, liabilities, losses, damages and costs, whether foreseeable or unforeseeable including without limitation reasonable counsel, engineering and other professional or expert fees, which Lessor may reasonably incur by reason of Lessee's actions or non-actions, or Lessee's breach of representations and warranties, pursuant to this lease.

28. *Right of First Refusal.* If on or before the expiration of the term of this lease, the Lessor decides to sell the subject property, the Lessor will first offer it to Lessee, and Lessee will have thirty (30) days thereafter within which to accept such offer. If Lessee declines to accept such offer or fails to respond within such thirty (30) day period, the Lessor will be free to sell the subject property to a third party, but not on terms of materially less favorable to the Lessee than those offered to Lessee. Before the Lessor may sell the subject property to a third party on terms of materially less favorable to the buyer than those offered to Lessee, then the Lessor must first re-offer the subject property to Lessee on such terms. Any sale by Lessor to a third party during the term of this Lease will be subject to this Lease.

Dated this _____ day of _____, 2002.

LESSOR:
LAWRENCE COUNTY EDUCATION FOUNDATION

By: _____
Printed Name: _____
Title: _____

LESSEE:
LAWRENCE COUNTY, TENNESSEE

By: _____
Printed Name: Ametra Bailey
Title: County Executive

STATE OF TENNESSEE
COUNTY OF LAWRENCE

Before me, _____, a Notary Public for the above named State and County, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the _____ of the Lawrence County Education Foundation, the within named bargainor, and he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lawrence County Education Foundation.

Witness my hand and official seal at Lawrenceburg, Tennessee, on this the _____ day of _____, 2002.

NOTARY PUBLIC

My Commission Expires: _____
(SEAL)

STATE OF TENNESSEE
COUNTY OF LAWRENCE

Before me, _____, a Notary Public for the above named State and County, personally appeared Ametra Bailey, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the County Executive of the Lawrence County, the within named bargainor, and she as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lawrence County.

Witness my hand and official seal at Lawrenceburg, Tennessee, on this the _____ day of _____, 2002.

NOTARY PUBLIC

My Commission Expires: _____
(SEAL)

November 26, 2002 Regular Session

Resolution# 12112602 REFERRED TO COMMITTEE FOR FURTHER STUDY

Resolution authorizing and approving lease agreement between Lawrence County Education Foundation, Inc. and Lawrence County to benefit the Lawrenceburg Branch of the Columbia State Community College

BAILEY, Jackie (17 th Dist), 411 6 th St, L'burg (762-3716)					
BENEFIELD, Delano (10 th Dist) 4628 Hwy 43 N, Summertown (964-2430)					
BENEFIELD, Ronald (9 th Dist) 91 Benefield Ln, Ethridge (829-2358)					
BRAZIER, Olan (13 th Dist) 175 Reed Patch Rd, L'burg (762-5501)					
BURNS, Franklin (12 th Dist) 383 L'burg Henryville, Ethridge (964-3404)					
CLIFTON, Bobby (6 th Dist) 409 Busby Rd, Loretto (853-4809)					
CURTIS, Mark (11 th Dist) 149 Railroad Bed Pike, Summertown (964-2182)					
DOERFLINGER, Chuck (18 th Dist) 230 Parkes Ave, Lawrenceburg (762-3117)					
DRYDEN, Jerry (4 th Dist) 12 Ingram Rd, Leoma (762-7118)					
GABEL, Jim (1 st Dist) 2773 Hwy 43/PO Box 176, Leoma (852-2899)				X	
GILLESPIE, Dennis C. (3 rd Dist) 286 Blooming Grove Rd, Five Points (556-2281)					
GREEN, Robert L. (2 nd Dist) 404 N Mil/PO Box 224, Loretto (853-6709)					
GRISHAM, Bill (15 th Dist) 199 Walden Rd, Lawrenceburg (762-6640)					
MARTIN, James A. (8 th Dist) 1547 McCarter Rd, Lawrenceburg (762-7283)					
SNIDER, Ricky (4 th Dist) 793 Wesley Chapel Rd, Lawrenceburg (762-5340)				X	
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, L'burg (766-1040)					
WOODALL, Landon (14 th Dist) 858 Ethridge RedHill Rd, Lawrenceburg (762-3159)					X
YOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto (853-6725)					
TOTAL VOTE:					
Resolution referred to Committee for further study. Motion made by Jim Gabel; seconded by James A Martin. Motion approved by unanimous voice vote. Members PRESENT: 17 ABSENT:1					
					17
					1

RESOLUTION NO. 13112602

RESOLUTION TO AUTHORIZE PUBLIC COMMENTS DURING REGULAR AND
SPECIAL MEETINGS OF THE LAWRENCE COUNTY LEGISLATIVE BODY

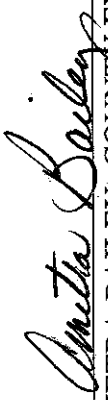
WHEREAS, the Lawrence County legislative body desires to allow citizens interested in issues facing Lawrence County government to publicly address the Lawrence County legislative body at its regular and special meetings; and

WHEREAS, the Lawrence County legislative body further desires that such public comments be made in an orderly and dignified manner.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular sessions this 26th day of November, 2002, that commencing with the next regular or special meeting of the Lawrence County legislative body after the passage of this resolution the attached rules shall apply to residents of Lawrence County who wish to make public comments to the members of the Lawrence County legislative body.

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

Passed this 26th day of November, 2002.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

RULES FOR PUBLIC COMMENTS BEFORE REGULAR AND SPECIAL MEETINGS OF THE LAWRENCE COUNTY LEGISLATIVE BODY

1. At least thirty minutes prior to the time scheduled for a regular or special meeting of the Lawrence County legislative body, a public notice shall be posted immediately outside or inside of the room where the Lawrence County legislative body is planning to meet notifying interested residents of Lawrence County that there shall be a portion of the meeting devoted to public comments.
2. Space shall be provided on the notice for the resident to register to make public comments by signing their name and furnishing their address and the agenda topic upon which the resident wishes to address the Lawrence County legislative body.
3. Immediately prior to calling the meeting to order, the Chair of the Lawrence County legislative body shall take possession of the public notice to determine the number of individuals who have requested to make public comments.
4. After the meeting is called to order, and after the previous meeting's minutes are approved, a maximum of a thirty (30) minute period shall be allowed to provide an opportunity for residents to address the Lawrence County legislative body on any topic included on the agenda for the current meeting.
5. The Chair of the Lawrence County legislative body will recognize when the individuals who have signed in on the public comments.
6. Each individual is allowed to speak no more than five (5) minutes, however, the Chair shall have discretion to limit such public comments to less than five (5) minutes depending upon the number of residents who have requested to make public comments.
7. Speakers must restrict their remarks to the topics they requested to address. Speakers wishing to speak to more than one topic will be given one five (5) minute period within which they must make their comments on all topics they wish to address.
8. Because of the limited amount of time, members of the Lawrence County legislative body will not respond to questions during the comments being made [**OR** Commission members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public].
9. Individuals addressing the Lawrence County legislative body should take into consideration the rules of common courtesy. Profanity, heckling, threatening or abusive language, shouting or any other disruptive or offensive behavior will be grounds for immediate ejection from the meeting, and possible arrest and criminal prosecution.
10. Each person wishing to address the Board must identify himself or herself by name and address. If the person is representing an organization or group, the person should indicate

whether the comments or presentation represents the official view of the organization or group.

11. If a delegation is present to address the Commission, the delegation may select no more than two spokespersons to speak on its behalf, for a total of not more than five (5) minutes.

All written statements should be given to the Chair so that copies may be made available to members of the Commission.

SUGGESTIONS FOR EFFECTIVE SPEAKING BEFORE THE LAWRENCE COUNTY LEGISLATIVE BODY

- Attend a few meetings to familiarize yourself with meeting protocols.
- Honor time limits.
- Stick to one topic.
- Prepare comments ahead of time.
- Provide one or two specific examples.
- State exactly what you want the Commissioners to do.
- Providing the Chair with a copy of your comments and any support documents you refer to will assist officials later when reviewing your comments or request.
- If you have spoken before, state the date you last spoke after you give your name and address. This will assist officials when they review the history of your comment or request on a particular topic.

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution# 13112602		MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
Resolution to authorize public comments during regular and special meetings of the Lawrence County Legislative Body.								
BAILEY, Jackie (17 th Dist)	(762-3716) 411 6 th St, L'burg			X				
BENEFIELD, Delano (10 th Dist)	(964-2430) 4628 Hwy 43 N, Summertown			X				
BENEFIELD, Ronald (9 th Dist)	(829-2358) 91 Benefield Ln, Ethridge			X				
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg			X				
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ethridge	X		X				
CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loretto			X				
CURTIS, Mark (11 th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown			X				
DOERFLINGER, Chuck (18 th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg			X				
DRYDEN, Jerry (4 th Dist)	(762-7118) 12 Ingram Rd, Leoma			X				
GABEL, Jim (1 st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leoma			X				
GILLESPIE, Dennis C. (3 rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points			X				
GREEN, Robert L. (2 nd Dist)	(853-6709) 404 N Mil/PO Box 224, Loretto			X				
GRISHAM, Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg			X				
MARTIN, James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg			X				
SNIDER, Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg			X				
WOODALL, Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg			X				
WOODALL, Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X	
YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto		X	X				
Motion to approve made by Franklin Burns; seconded by Wayne Yocom. Motion to approve carried by roll call vote. Voting AYE: 17 NAY: 0 Members PRESENT: 17 ABSENT: 1				17				1

AMENDED RESOLUTION NO. 14112602

RESOLUTION APPROVING THE RATE FOR COUNTY SOLID WASTE RESIDENTIAL
PICK-UP IN FRANCHISE DISTRICTS

WHEREAS, T.C.A. §5-19-101, *et seq.*, authorizes counties of this state to provide garbage and rubbish collection services; and

WHEREAS, the legislative body of Lawrence County has determined that such collection shall be done by contracts with private haulers; and

WHEREAS, the existing contracts with private garbage haulers presently in existence are due to expire two years from the date the contracts were issued in January, 2001.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, that the contracts currently in existence with private garbage haulers be extended for a period of three months from the contract's expiration or until this issue can be brought back before the Lawrence County legislative body, whichever comes first, according to the same terms and conditions as contained in the contract adopted by this body in Resolution No. 04072898, subject to the condition that each such garbage hauler sign such contract.

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

Passed this 26th day of November, 2002.


AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:


CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution# 14112602 AS AMENDED

Resolution approving the rate for County Solid Waste residential pick-up in franchise districts.

<i>MOTION</i>	<i>SECOND</i>	<i>AYE</i>	<i>NAY</i>	<i>PASS</i>	<i>PRESENT</i>	<i>ABSENT</i>
BAILEY, Jackie (17 th Dist) (762-3716) 411 6 th St, L'burg		X				
BENEFIELD, Delano (10 th Dist) (964-2430) 4628 Hwy 43 N, Summertown		X				
BENEFIELD, Ronald (9 th Dist) (829-2358) 91 Benefield Ln, Ethridge		X				
BRAZIER, Olan (13 th Dist) (762-5501) 175 Reed Patch Rd, L'burg		X				
BURNS, Franklin (12 th Dist) (964-3404) 383 L'burg Henryville, Ethridge		X				
CLIFTON, Bobby (6 th Dist) (853-4809) 409 Busby Rd, Loretto		X				
CURTIS, Mark (11 th Dist) (964-2182) 149 Railroad Bed Pike, Summertown		X				
DOERFLINGER, Chuck (18 th Dist) (762-3117) 230 Parkes Ave, Lawrenceburg		X				
DRYDEN, Jerry (4 th Dist) (762-7118) 12 Ingram Rd, Leoma		X				
GABEL, Jim (1 st Dist) (852-2899) 2773 Hwy 43/PO Box 176, Leoma	X	X				
GILLESPIE, Dennis C. (3 rd Dist) (556-2281) 286 Blooming Grove Rd, Five Points		X				
GREEN, Robert L. (2 nd Dist) (853-6709) 404 N Mill/PO Box 224, Loretto		X				
GRISHAM, Bill (15 th Dist) (762-6640) 199 Walden Rd, Lawrenceburg		X				
MARTIN, James A. (8 th Dist) (762-7283) 1547 McCarter Rd, Lawrenceburg		X				
SNIDER, Ricky (4 th Dist) (762-5340) 793 Wesley Chapel Rd, Lawrenceburg		X				
WOODALL, Glenn E. (8 th Dist) (766-1040) 1401 Hart Ave, L'burg	X	X				
WOODALL, Landon (14 th Dist) (762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X
YOCOM, Wayne (1 st Dist) (853-6725) 148 Rigling Rd, Loretto		X				
TOTAL VOTE: <i>Motion to approve made by Jim Gabel; seconded by Glenn E. Woodall. Motion approved by roll call vote. Voting AYE:17 NAY: 0 Members PRESENT: 17 ABSENT:1</i>		17			17 present	1 absent

November 26, 2002 Regular Session

Resolution# 14112602 AMENDMENT I

Amend for contracts to be extended for a period of three (3) months from the contract's expiration or until this issue can be brought back before the Lawrence County Legislature whichever comes first.

Resolution#	AMENDMENT I	MOTION	SECOND	A YE	NAY	PASS	PRESENT	ABSENT
<i>Amend for contracts to be extended for a period of three (3) months from the contract's expiration or until this issue can be brought back before the Lawrence County Legislative body, whichever comes first.</i>								
BAILEY,	Jackie (17 th Dist)	(762-3716) 411 6 th St, L'burg		X				
BENEFIELD,	Delano (10 th Dist)	(964-2430) 4628 Hwy 43 N, Summertown		X				
BENEFIELD,	Ronald (9 th Dist)	(829-2358) 91 Benefield Ln, Ethridge		X				
BRAZIER,	Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg		X				
BURNS,	Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ethridge		X				
CLIFTON,	Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loreto		X				
CURTIS,	Mark (11 th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown		X				
DOERFLINGER,	Chuck (18 th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg		X				
DRYDEN,	Jerry (4 th Dist)	(762-7118) 12 Ingram Rd, Leoma		X				
GABEL,	Jim (1 st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leoma	X	X				
GILLESPIE,	Dennis C. (3 rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points		X				
GREEN,	Robert L. (2 nd Dist)	(853-6709) 404 N Mil/PO Box 224, Loreto		X				
GRISHAM,	Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg	X	X				
MARTIN,	James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg		X				
SNIDER,	Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg		X				
WOODALL,	Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg		X				
WOODALL,	Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X
YOCOM,	Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loreto		X				
TOTAL VOTE: <i>Motion to amend made by Jim Gabel; seconded by Bill Grisham. Motion approved by roll call vote. Voting AYE: 17 NAY: 0 Members PRESENT: 17 ABSENT: 1</i>							17	1

RESOLUTION NO. 15112602

AMENDMENT TO LISTED RESOLUTIONS ADOPTING SOLID WASTE DISPOSAL FEES, MONETARY PENALTIES, A PROGRAM FOR RELIEF FROM SOLID WASTE DISPOSAL FEES AND AUTHORIZATION TO ENTER INTO CONTRACT WITH LAWRENCEBURG UTILITY SYSTEMS FOR COLLECTING SOLID WASTE DISPOSAL FEES

WHEREAS, on September 16, 1999, by Resolution No. 02091697, the Lawrence County legislative body established Lawrence County Solid Waste Services; and

WHEREAS, on September 26, 2000, by Resolution No. 15092600, the Lawrence County legislative body enacted a resolution adopting a Solid Waste Disposal Fee and monetary penalties to be added to delinquent Solid Waste Disposal accounts;

WHEREAS, on October 5, 2000, by Resolution No. 07100500, the Lawrence County legislative body adopted a resolution setting the effective date of the Solid Waste Disposal fees which were adopted on September 26, 2000;

WHEREAS, on August 30, 2001, by Resolution No. 09083001, the Lawrence County legislative body adopted a resolution authorizing the implementation of a program for relief from Solid Waste Disposal fees; and

WHEREAS, on August 30, 2001, by Resolution No. 07083001, the Lawrence County legislative body adopted a resolution to approve a contract between Lawrence County and Lawrenceburg Electric, Gas and Water collecting Lawrence County Solid Waste Disposal fees;

WHEREAS, the Lawrence County legislative body desires to modify and amend certain parts of the above-referenced resolutions; and

WHEREAS, *Tennessee Code Annotated*, §68-211-835 authorizes counties to impose Solid Waste Disposal Fees for solid waste collection and disposal purposes and to provide for collection of such fees; and

WHEREAS, Lawrence County has in excess of two years experience in the implementation and collection of Solid Waste Disposal Fees and the fees set forth herein bear a reasonable relationship to the cost of providing Solid Waste Disposal services.

WHEREAS, the Lawrence County legislative body desires to reduce the resolutions concerning Solid Waste Services and Solid Waste Disposal Fees into one resolution.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of November, 2002, that the following fees, schedules and provisions are hereby adopted:

Section 1. **Imposition of Solid Waste Disposal Fee.** Except as may hereinafter be provided, there is hereby imposed an annual Solid Waste Disposal Fee upon each household and governmental entity in Lawrence County and upon each business, corporation, company or business entity located in Lawrence County for the purpose of collecting and disposing the solid waste generated in Lawrence County, such fee to be in the amounts set forth herein. Uninhabitable residences, vacant buildings, barns, sheds, grain bins, and buildings used under 20 hours per week shall be exempt from the Solid Waste Disposal Fee.

Section 2. **Solid Waste Disposal Fee Schedule.** There is hereby adopted the following schedule for Solid Waste Disposal Fees:

A. Residential Household Only:

Due Date:	Delinquent After:	Rate
October 15	November 13*	\$65.00 per year

Residential and Commercial Independent Contractors:

\$0.02 per pound.

B. Commercial Facilities with Carts and Dumpsters:

Due Date: **Delinquent After:**
October 1, 2002 January 6, 2003

Rate Per Year:

1 Cart \$70.00
2 Carts \$120.00
3 Carts \$150.00

Dumpster Size **Frequency of Pick-up** **Rate per month:**
\$5.00 per yard

2 YD 1 time per week \$10.00
 Every two weeks \$5.00

3 YD 1 time per week \$15.00
 2 times per week \$30.00
 3 times per week \$45.00
 4 times per week \$60.00
 5 times per week \$75.00
 Every two weeks \$7.50
 Monthly \$3.75

4 YD 1 time per week \$20.00
 2 times per week \$40.00
 3 times per week \$60.00
 4 times per week \$80.00
 5 times per week \$100.00

6 YD 1 time per week \$30.00
 2 times per week \$60.00
 3 times per week \$90.00
 4 times per week \$120.00
 5 times per week \$150.00
 Every two weeks \$15.00

8 YD 1 time per week \$40.00
 2 times per week \$80.00
 3 times per week \$120.00
 4 times per week \$160.00
 5 times per week \$200.00
 Every two weeks \$20.00

C. Industrial Customers: Industrial Users Fee is \$28.00 per ton.

D. (1) Commercial locations sharing a dumpster will be billed at the rate equal to the dumpster rate divided by the number of users with the minimum bill per user being \$70.00 per year.

 (2) Businesses located in a separate building, on the same parcel as a residence, even on the same property, will be billed the applicable commercial rate. The resident living on such property will be billed at the residential rate as well.

Section 3. **Collection of Solid Waste Disposal Fees.** The annual fees set out in this resolution shall be collected by Solid Waste Services under the direction of the County Executive, or the County Executive's designee. These revenues shall be deposited in the county's Solid Waste Management Fund, which shall be a special revenue fund segregated from the general

fund, and shall be used only for solid waste collection and disposal purposes, including recycling.

Section 4. **Third Party Collection.** The contract that was approved by Resolution No. 07083001 between Lawrence County and Lawrence Utility Systems, formerly known as The Lawrenceburg Electric, Gas and Water, a copy of which is attached hereto and incorporated herein and made a part of this resolution, is hereby ratified and confirmed. Should either party to said contract desire to change the terms and conditions thereof, such change must be approved by the Lawrence County legislative body.

Section 3. **Delinquent Solid Waste Disposal Fees.** Any payment which is not made within 30 days of the due date on the payment schedule is delinquent. In order to aid in the collection of delinquent solid waste disposal fees, the County Attorney or other attorney designated by the County Commission is authorized to file a civil suit for the collection of the debt owed to the county, upon the direction of the County Executive except as set out in Section 4 of this Resolution. A monthly fee of 1.5% will be added to delinquent Solid Waste Disposal Fees. Fees which are 90 days delinquent will be referred to the Solid Waste Committee for resolution. Fees which are 120 days delinquent will be subject to prosecution.

Section 4. **Monetary Penalty, Costs of Collection and Attorney's Fees.** In the event the county commences a suit for collection of a delinquent Solid Waste Disposal Fee, the person against whom such suit is commenced shall also be liable for all cost of collection, including a reasonable attorney's fee.

Section 5. **Hardship.** Relief from Solid Waste Disposal Fees shall be reviewed by the Solid Waste Committee and presented to the Commission for approval.

A. Residential customers:

(1) whose total income is less than \$6,500.00 annually for a single individual,

OR

(2) whose total income is less than \$13,000.00 for a family,

OR

(3) who are over the age of 65 years,

OR

(4) who have been declared permanently and totally disabled by the Social Security Administration and live alone with a total household income of less than \$11,800.00,

AND

complete a Request for Relief form provided at Solid Waste Services located at 2126 Baler Drive, Lawrenceburg, Tennessee 38464, or at the office of Accounts and Budgets located at 291 Centennial Boulevard, Lawrenceburg, Tennessee 38464,

AND

provide appropriate proof of household income and it will be reviewed by the Solid Waste Committee,

shall be charged a Solid Waste Disposal Fee of one-half (1/2) of the Solid Waste Disposal Fee set forth in Section 2 hereof.

B. Residential customers who meet statutory standards for property tax relief, due to low income and who have applied for and been granted property tax relief and provide evidence of such property tax relief to Solid Waste Services or Office of Accounts and Budgets, shall be charged a Solid Waste Disposal Fee of one-half (1/2) of the Solid Waste Disposal Fee set forth in Section 2 hereof.

C. Funds from Lawrence County General Funds shall be appropriated to reimburse the Solid Waste Services of the Solid Waste Disposal Fee relief provided to the groups and individuals set forth in this Section 6.

Section 7. **Repeal of Prior Resolutions.** All provisions contained in Resolution Nos. 02091697, 15092600, 07100500, 09083001, and 07083001 inconsistent with the provisions of this resolution are hereby repealed, prospectively.

Section 8. **Captions.** The captions used in this Resolution are intended for convenience only and should not be taken into consideration in any construction or interpretation of this Resolution or any of its provisions.

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

ADOPTED this 26th day of November, 2002.

AMETRA BAILEY, COUNTY EXECUTIVE and CHAIR

ATTEST:

CHUCK KIZER, COUNTY CLERK
RESOLUTION WAS TABLED

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution# 15112602	<u>TABLED</u>	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
Resolution amending prior resolutions adopting solid waste disposal fees, monetary penalties, a program for relief from solid waste disposal fees and authorization to enter into contract with Lawrenceburg Utility Systems for collecting solid waste disposal fees.								
BAILEY, Jackie (17 th Dist)		(762-3716) 411 6 th St, L'burg		X				
BENEFIELD, Delano (10 th Dist)		(964-2430) 4628 Hwy 43 N, Summertown		X				
BENEFIELD, Ronald (9 th Dist)		(829-2358) 91 Benefield Ln, Ethridge			X			
BRAZIER, Olan (13 th Dist)		(762-5501) 175 Reed Patch Rd, L'burg			X			
BURNS, Franklin (12 th Dist)		(964-3404) 383 L'burg Henryville, Ethridge		X				
CLIFTON, Bobby (6 th Dist)		(853-4809) 409 Busby Rd, Loretto			X			
CURTIS, Mark (11 th Dist)		(964-2182) 149 Railroad Bed Pike, Summertown		X				
DOERFLINGER, Chuck (18 th Dist)		(762-3117) 230 Parkes Ave, Lawrenceburg	X	X				
DRYDEN, Jerry (4 th Dist)		(762-7118) 12 Ingram Rd, Leoma		X				
GABEL, Jim (1 st Dist)		(852-2899) 2773 Hwy 43/PO Box 176, Leoma			X			
GILLESPIE, Dennis C. (3 rd Dist)		(556-2281) 286 Blooming Grove Rd, Five Points		X				
GREEN, Robert L. (2 nd Dist)		(853-6709) 404 N Mill/PO Box 224, Loretto		X				
GRISHAM, Bill (15 th Dist)		(762-6640) 199 Walden Rd, Lawrenceburg		X				
MARTIN, James A. (8 th Dist)		(762-7283) 1547 McCarter Rd, Lawrenceburg			X			
SNIDER, Ricky (4 th Dist)		(762-5340) 793 Wesley Chapel Rd, Lawrenceburg			X			
WOODALL, Glenn E. (8 th Dist)		(766-1040) 1401 Hart Ave, L'burg	X	X				
WOODALL, Landon (14 th Dist)		(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg					X	
YOCOM, Wayne (1 st Dist)		(853-6725) 148 Rigling Rd, Loretto		X				
TOTAL VOTE: Motion to TABLE made by Jim Gabel; seconded by Olan Brazier. Motion tabled by roll call vote. Voting AYE:11 NAY: 6 Members PRESENT: 17 ABSENT:1								
				11	6		17 present	1 absent

RESOLUTION NO. 16112602

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$8,250,000) OF LAWRENCE COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, under the provisions of Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to refund, redeem or make principal and interest payments on bonds or other obligations previously issued by said counties for governmental purposes; and

WHEREAS, pursuant to resolution of the Board of County Commissioners of Lawrence County, Tennessee (the "County"), adopted January 27, 1998, the County authorized the issuance of its General Obligation Refunding Bond, Series 1998, dated February 1, 1998, having a final maturity date of February 1, 2014 (the "Outstanding Bond"); and

WHEREAS, the Board of County Commissioners of the County have heretofore determined that it is necessary and advisable to refinance the Outstanding Bond by the issuance of its refunding bonds; and

WHEREAS, the plan for said refunding has been submitted to the State Director of Local Finance as required by Section 9-21-903 Tennessee Code Annotated, and he has acknowledged receipt thereof to the County and submitted his report thereon to the County; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing not to exceed \$8,250,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lawrence County, Tennessee, as follows:

Section 1. Authority: Findings of the Governing Body. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law. It is hereby found and determined by the Governing Body that the refinancing of all or a portion of the Outstanding Bond as set forth herein through the issuance of the Bonds will effect a cost savings to the public.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" shall mean the not to exceed \$8,250,000 in aggregate principal amount of General Obligation Refunding Bonds of the County, dated as of January 1, 2003 or such other dated date and series designation as shall be determined by the County Executive pursuant to Section 7 hereof, authorized to be issued by this resolution,

- (b) "Code" shall mean the Internal Revenue Code of 1986, as amended;
- (c) "County" shall mean Lawrence County, Tennessee;
- (d) "Governing Body" shall mean the Board of County Commissioners of the County;
- (e) "Outstanding Bond" shall mean the County's outstanding General Obligation Refunding Bond, Series 1998, dated February 1, 1998, having a final maturity of February 1, 2014; and
- (f) "Registration Agent" shall mean Sentinel Trust Company, Nashville, Tennessee as the registration and paying agent for the Bonds or any successor designated by the Governing Body.

Section 3. Authorization and Terms of the Bonds. For the purpose of providing funds for the refinancing of the Outstanding Bond, or any portion thereof, and the payment of legal, fiscal and administrative costs incident thereto and incident to the issuance and sale of the Bonds as more fully set out in Section 8 hereof, there are hereby authorized to be issued general obligation refunding bonds of the County in an aggregate principal amount not to exceed \$8,250,000. Subject to the adjustments permitted pursuant to Section 7 hereof, the Bonds shall be designated "General Obligation Refunding Bonds" and each Bond shall be dated as of January 1, 2003 and have such series designation or other dated date as shall be established pursuant to Section 7 hereof, shall bear interest from the date thereof at a rate or rates not exceeding six percent (6.00%) per annum, such interest being payable semi-annually on the first day of February and August of each year, commencing August 1, 2003, subject to the adjustments permitted herein. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof. The Bonds shall mature serially and be payable on August 1 of each year as follows, subject to the adjustments permitted in Section 6 hereof:

<u>Years</u>	<u>Amounts</u>
2003	\$695,000
2004	730,000
2005	740,000
2006	760,000
2007	780,000
2008	795,000
2009	820,000
2010	845,000
2011	875,000
2012	905,000
2013	305,000

Subject to the adjustments permitted pursuant to Section 7 hereof, Bonds maturing August 1, 2003 through August 1, 2009 shall mature without option of prior redemption and Bonds maturing August 1, 2010 and thereafter are subject to redemption prior to maturity, at the option of the County, on August 1, 2009 and on any date thereafter, as a whole or in part, at the redemption prices set forth below (expressed as percentages of principal amount) plus interest accrued to the redemption date:

Redemption Date (<u>dates inclusive</u>)	Redemption Price
August 1, 2009 through July 31, 2010	101%
August 1, 2010 and thereafter	100

If less than all the Bonds shall be called for redemption, the Governing Body, in its discretion, shall designate the maturity or maturities which will be redeemed, and, if less than all the Bonds of a single maturity shall be called for optional redemption, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion may determine.

Pursuant to Section 7 hereof, the County Executive is authorized to sell the Bonds, or any maturities thereof, as Term Bonds (the "Term Bonds") with mandatory redemption requirements. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem such Term Bonds on the redemption dates corresponding to the maturity dates set forth herein in aggregate principal amounts equal to the maturity amounts set forth herein for each redemption date, as such maturity amounts may be adjusted pursuant to Section 7 hereof. Bonds so redeemed shall be redeemed at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be so redeemed shall be selected by lot or in such other random manner as the Registration Agent in its discretion may determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The Registration Agent shall mail said notices, in the case of Term Bonds with mandatory redemption requirements as and when provided herein and in the Bonds and, in the case of optional redemption, as and when directed by the County pursuant to written instructions from an authorized representative of the County given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the

office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

The Governing Body hereby authorizes and directs the Registration Agent to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance, upon transfer, or as otherwise directed by the County, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earliest redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Executive is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

The Bonds shall be payable, principal and interest, in lawful money of the United States of America at the principal corporate trust office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable.

Any interest on any Bond which is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date, and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be Paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the

failure of the County to punctually pay or duly provide for the payment of principal of and interest on the Bonds when due.

The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or Bonds to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Bonds of the same maturity in any authorized denomination or denominations.

The Bonds shall be signed by the County Executive and attested by the County Clerk by their respective manual or facsimile signatures, and shall have imprinted thereon a facsimile of the corporate seal of the County.

The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser thereof or as it may designate upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

In case any Bond shall become mutilated, or be lost, stolen or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 4. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 5. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF LAWRENCE
GENERAL OBLIGATION REFUNDING BONDS, SERIES 200_

Interest Rate: _____ Maturity Date: _____ Date of Bond: _____ CUSIP No.: _____
January 1, 2003

Registered Owner: _____

Principal Amount: _____

KNOW ALL MEN BY THESE PRESENTS: That Lawrence County, Tennessee (the "County"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth or earlier redemption as set forth herein, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on August 1, 2003, and semi-annually thereafter on the first day of February and August in each year until this Bond matures or is redeemed. Principal hereof, premium, if any, and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of Sentinel Trust Company Nashville, Tennessee, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, of any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Reference is hereby made to the further provisions of this Bond set forth on the reverse side hereof and such further provisions shall for all purposes have the same effect as if set forth on the front side hereof.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Executive with her facsimile signature and attested by its County Clerk with his facsimile signature under a facsimile of the corporate seal of the County, all as of the date hereinabove set forth.

LAWRENCE COUNTY

BY: _____
(Facsimile)
County Executive

(FACSIMILE SEAL)

ATTESTED:

(Facsimile)
County Clerk

Transferable and payable at the
principal corporate trust office of: Sentinel Trust Company
Nashville, Tennessee

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

SENTINEL TRUST COMPANY
Registration Agent

By: _____
Authorized Officer

Date of Registration: _____

(Form of Reverse Side of Bond)

[Bonds of the issue of which this Bond is one maturing August 1, 2003 through August 1, 2009 shall mature without option of prior redemption. Bonds maturing August 1, 2010 and thereafter are subject to redemption prior to maturity at the option of the County on August 1, 2009 and on any date thereafter at the redemption prices set forth below (expressed as percentages of principal amount) plus interest accrued to the redemption date:

<u>Redemption Date</u> (<u>dates inclusive</u>)	<u>Redemption</u> <u>Price</u>
--	-----------------------------------

August 1, 2009 through July 31, 2010	101%
August 1, 2010 and thereafter	100

If less than all the Bonds shall be called for redemption, the Governing Body, in its discretion, shall designate the maturity or maturities which will be redeemed, and, if less than all the Bonds of a single maturity shall be called for optional redemption, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion may determine.

Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ and _____ on the redemption dates set forth below opposite the respective maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Bonds to be so redeemed within such maturity shall be selected by lot or in such other random manner as the Registration Agent in its discretion may determine. The dates of redemption and principal amount of the Bonds to be redeemed on said dates are as follows:

<u>Maturity Date</u>	<u>Redemption Date</u>	Principal Amount of Bonds to be Redeemed \$
_____	_____	\$ _____
_____*	_____*	_____
_____	_____	\$ _____
_____*	_____*	_____

*final maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds maturing _____ and _____, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation for any Bonds maturing _____ and _____ which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory redemption provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory redemption shall be accordingly reduced.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper

notice was given. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination or denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond; provided, the Registration Agent, at its option, may make transfers after any of said dates.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds to refinance (i) the County's outstanding General Obligation Refunding Bond, Series 1998, dated February 1, 1998, having a final maturity of February 1, 2014, and (ii) pay costs of issuance of the Bonds, under and in compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on September 24, 2002 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____, the
(Please insert Federal Identification or Social Security Number of Assignee _____), the
within Bond of Lawrence County, Tennessee, and does hereby irrevocably constitute and appoint

_____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

Section 6. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 7. Sale of Bonds. (a) The Bonds, or any emission thereof, shall be sold at negotiated sale at a price of not less than ninety-eight percent (98%) of par less original issue discount, plus accrued interest, as a whole or in part, from time to time, as shall be determined by the County Executive of the County in consultation with the County's financial advisor, Sentinel Trust Company, Nashville, Tennessee.

(b) The County Executive is authorized to sell the Bonds to the original purchaser selected by the County Executive at the price set forth above at a rate or rates not to exceed six percent (6.00%) per annum and no further action of the Governing Body shall be required. The County Executive is hereby authorized to execute and the County Clerk is authorized to attest a bond purchase agreement with the original purchaser, providing for the purchase and sale of the Bonds, or any emission thereof. The bond purchase agreement shall be in form and content acceptable to the County Executive, provided the bond purchase agreement effects the sale of the Bonds in accordance with the provisions of this resolution, and is not inconsistent with the terms hereof, as such terms may be modified as set forth in this Section 7.

(c) The County Executive and the Clerk, or either of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the original purchaser, and to execute, publish, and deliver all certificates and documents, including an official statement and a bond purchase

agreement, having terms consistent with Section 3 hereof and this Section 6, and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds, or any emission thereof.

(d) The County Executive is further authorized (i) to change the dated date of the Bonds; (ii) to designate the series; (iii) to change the first interest payment date of the Bonds to a date other than August 1, 2003; (iv) to adjust the principal and interest payment dates and maturity amounts of the Bonds, provided that the final maturity date shall not exceed one year from the final maturity date of the Outstanding Bonds; (v) to change the optional redemption provisions of the Bonds so long as the redemption premium on the Bonds does not exceed 2% of the par amount thereof; (iv) to sell less than the authorized principal amount of Bonds authorized herein and refund less than all of the Outstanding Bonds; (vii) to sell the Bonds or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Executive, as she shall deem most advantageous to the County; and (vii) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interest of the County and to enter into an agreement with the bond insurer with respect to the Bonds not inconsistent with the terms of this resolution.

(e) The Form of the Bond set forth in Section 5 hereof, shall be conformed to reflect any changes made pursuant to this Section 7 hereof.

Section 8. Disposition of Bond Proceeds. Proceeds of the sale of the Bonds shall be disbursed as follows:

(a) All accrued interest shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

(b) An amount which, together with other legally available funds of the County, if any, and investment earnings thereon, will be sufficient to refinance the Outstanding Bond, or any portion thereof, shall be held by the County in a separate account and used to refund the Outstanding Bond or shall be deposited with the paying agent for the Outstanding Bonds or shall be deposited to an escrow fund with the escrow agent to be used exclusively for the payment of the Outstanding Bonds, in whole or in part, on a date which is not later than ninety (90) days following delivery of the Bonds; and

(c) The remainder of the proceeds of the sale of the Bonds shall be disbursed to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

Section 9. Official Statement. The County Executive and County Clerk, or either of them, working with the County's financial advisor, Sentinel Trust Company, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After execution of the bond purchase agreement, the County Executive and County Clerk, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(b)(3) of the Securities and Exchange Commission. The County Executive and County Clerk, or either of them, shall arrange for the delivery of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been sold to each potential investor requesting a copy of the Official Statement.

The County Executive and County Clerk, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Section 10. Arbitrage. The County recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for purposes of federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay "rebate amount" with respect to the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from being included in gross income for federal income tax purposes. The County Executive and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 11. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of, premium, if any, and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Redemption of the Outstanding Bond. The County Executive and the County Clerk, or either of them, are hereby authorized and directed to take all steps necessary to redeem the Outstanding Bond within ninety (90) days of the issuance of the Bonds and to direct the registration agent for the Outstanding Bond to cause a notice of redemption to be sent to holder of the Outstanding Bond.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Executive is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating hereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performances.

Section 14. Qualified Tax-Exempt Obligations. To the extent the Bonds or any portion thereof may be deemed designated as "qualified tax-exempt obligations" within the meaning of and pursuant to Section 265 of the Code, such Bonds are hereby deemed so designated. To the extent the Bonds or any portion thereof may be designated as "qualified tax-exempt obligations" within the meaning of and pursuant to Section 265 of the Code, the Governing Body hereby designates such Bonds as "qualified tax-exempt obligations."

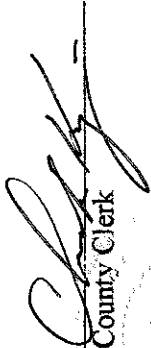
Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. 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 of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other 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 immediate effect from and after its adoption.

Adopted and approved this 26th day of November, 2002.

ATTEST:


County Clerk

SEAL

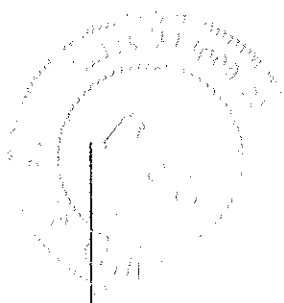

County Executive

STATE OF TENNESSEE)
COUNTY OF LAWRENCE)

I, Chuck Kizer, hereby certify that I am the duly qualified and acting County Clerk of Lawrence County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on November 26, 2002; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an amount not to exceed \$8,250,000 General Obligation Refunding Bonds of said County.

WITNESS my official signature and seal of said County this 26 day of Nov, 200 2—


County Clerk



The Board of County Commissioners of Lawrence County, Tennessee, met in a regular session on November 26, 2002, at 5:00 p.m., C.S.T., at the County Courthouse, Lawrenceburg, Tennessee, with the Honorable Ametra Bailey, County Executive, presiding.

The following Commissioners were present:

Jackie Bailey, Jerry Dryden, Ronald Benefield, Jim Gabel, Olan Brazier, Robert L. Green,
Franklin Burns, Glenn Woodall, Charles W. Doerflinger, Wayne Yocom, Dennis C. Gillespie,
Ricky Snider, Bobby R. Clifton, James Martin, Delano Benefield, Mark Curtis, Bill Grisham

The following Commissioners were absent: Landon Woodall

There was also present Chuck Kizer, County Clerk.

After the meeting was duly called to order, the following resolution was introduced by Jerry Dryden seconded by Robert L. Green and after due deliberation, was adopted by the following vote:

AYE: 17

NAY: 0

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution# 16112602	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
A resolution authorizing the issuance of general obligation refunding bonds, in the aggregate principal amount of not to exceed \$8,250,000.00 of Lawrence County, TN; making provision for the issuance, sale and payment of said bonds; establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of tax for the payment of principal of, premium, if any, and interest on the bonds.							
BAILEY, Jackie (17th Dist)	(762-3716) 411 6 th St, L'burg		X				
BENEFIELD, Delano (10th Dist)	(964-2430) 4628 Hwy 43 N, Summertown		X				
BENEFIELD, Ronald (9th Dist)	(829-2358) 91 Benefield Ln, Ethridge		X				
BRAZIER, Olan (13th Dist)	(762-5501) 175 Reed Patch Rd, L'burg		X				
BURNS, Franklin (12th Dist)	(964-3404) 383 L'burg Henryville, Ethridge		X				
CLIFTON, Bobby (6th Dist)	(853-4809) 409 Busby Rd, Loretto		X				
CURTIS, Mark (11th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown		X				
DOERFLINGER, Chuck (18th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg		X				
DRYDEN, Jerry (4th Dist)	(762-7118) 12 Ingram Rd, Leoma	X	X				
GABEL, Jim (1st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leoma		X				
GILLESPIE, Dennis C. (3rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points		X				
GREEN, Robert L. (2nd Dist)	(853-6709) 404 N Mil/PO Box 224, Loretto	X	X				
GRISHAM, Bill (15th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg		X				
MARTIN, James A. (8th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg		X				
SNIDER, Ricky (4th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg		X				
WOODALL, Glenn E. (8th Dist)	(766-1040) 1401 Hart Ave, L'burg		X				
WOODALL, Landon (14th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X
YOCOM, Wayne (1st Dist)	(853-6725) 148 Rigling Rd, Loretto		X				
Motion to approve made by Jerry Dryden; seconded by Robert L. Green.							
Motion carried by roll call vote. Voting AYE: 17 NAY: 0							
Members PRESENT: 17 ABSENT: 1			17				1 absent
TOTAL VOTE:							

RESOLUTION NO. 17112602

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING CAPITAL OUTLAY NOTES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$2,435,000) OF LAWRENCE COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE NOTES.

WHEREAS, under the provisions of Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, subject to the approval of the State Director of Local Finance, counties in Tennessee are authorized through their respective governing bodies to issue and sell interest bearing capital outlay notes of said cities for a period of not to exceed twelve (12) years from date of issue for all county purposes for which general obligation bonds can be legally authorized and issued, including but not limited to, refunding, redeeming or making principal and interest payments on notes or other obligations previously issued by said cities for governmental purposes; and

WHEREAS, pursuant to Amended Resolution No. 09012699, of the Board of County Commissioners of Lawrence County, Tennessee (the "County"), adopted January 26, 1999, the County authorized the issuance of its General Obligation Capital Outlay Notes, Series 1999, dated February 18, 1999, maturing February 15, 2003 through February 15, 2011, inclusive (the "Outstanding Series 1999 Notes") for the purpose of financing, in part, certain public works projects, including street and road improvements within the County; and

WHEREAS, pursuant to Resolution No. 02022399, of the Board of County Commissioners of the County, adopted February 23, 1999, the County authorized the issuance of its General Obligation Capital Outlay Notes, Series 1999A, dated March 18, 1999, maturing February 15, 2003 through February 15, 2011, inclusive (the "Outstanding Series 1999A Notes"), for the purpose of financing, in part, certain public works projects, including street and road improvements within the County; and

WHEREAS, the County has heretofore determined that it is necessary and advisable to refinance the Outstanding Series 1999 Notes, together with the Series 1999A Notes, the "Outstanding Notes" by the issuance of its refunding notes; and

WHEREAS, the plan for said refunding has been submitted to the State Director of Local Finance as required by Sections 9-21-612 and 9-21-903, Tennessee Code Annotated, as amended, and he has acknowledged receipt thereof to the County and submitted his report thereon to the County; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$2,435,000 in aggregate principal amount of said notes, providing for the issuance, sale and payment of said notes, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lawrence County, Tennessee, as follows:

Section 1. Authority; Findings of the Governing Body. The Notes authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law. It is hereby found and determined by the Governing Body that the

refinancing of all or a portion of the Outstanding Notes as set forth herein through the issuance of the Notes will effect a cost savings to the public.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) "Code" shall mean the Internal Revenue Code of 1986, as amended;
- (b) "County" shall mean Lawrence County, Tennessee;
- (c) "Governing Body" shall mean the Board of County Commissioners of the County;
- (d) "Notes" shall mean the not to exceed \$2,435,000 in aggregate principal amount of General Obligation Refunding Capital Outlay Notes of the County, dated as of January 1, 2003 or such other dated date and series designation as shall be determined by the County Executive pursuant to Section 7 hereof, authorized to be issued by this resolution;
- (e) "Outstanding Notes" shall mean the Outstanding Series 1999 Notes and the Outstanding Series 1999A Notes;
- (f) "Outstanding Series 1999 Notes" shall mean the County's outstanding General Obligation Capital Outlay Notes, Series 1999, dated February 18, 1999, maturing February 15, 2003 through February 15, 2011, inclusive (subject to modifications permitted in Section 7 hereof);
- (g) "Outstanding Series 1999A Notes" shall mean the County's outstanding General Obligation Capital Outlay Notes, Series 1999A, dated March 18, 1999, maturing February 15, 2003 through February 15, 2011, inclusive (subject to modifications permitted in Section 7 hereof); and
- (h) "Registration Agent" shall mean Sentinel Trust Company, Nashville, Tennessee as the registration and paying agent for the Notes or any successor designated by the Governing Body.

Section 3. Authorization and Terms of the Notes. For the purpose of providing funds for the refinancing of the Outstanding Notes, or any portion thereof, and the payment of legal, fiscal and administrative costs incident thereto and incident to the issuance and sale of the Notes as more fully set out in Section 7 hereof, there are hereby authorized to be issued interest bearing general obligation refunding capital outlay notes of the County in an aggregate principal amount not to exceed \$2,435,000. Subject to the adjustments permitted pursuant to Section 7 hereof, the Notes shall be issued in fully registered form, without coupons, shall be known as "General Obligation Refunding Capital Outlay Notes" and shall be dated January 1, 2003, or such other date and series designation as shall be determined by the County Executive. The Notes shall bear interest from the date thereof at a rate or rates not exceeding six percent (6.00%) per annum, payable semi-annually on the first day of February and August of each year, commencing August 1, 2003, subject to the adjustments permitted herein. The Notes shall be issued initially in \$5,000 denominations or integrals thereof if the Notes will be reoffered to the public by the original purchaser. Subject to the adjustments permitted in Section 7 hereof, the Notes shall mature serially or be subject to mandatory redemption and be payable on February 1 of each year as follows (but in no event shall the Notes mature later than February 15, 2011, or such later date approved by the State Director of Local Finance):

<u>Years</u>	<u>Amounts</u>
2003	\$210,000
2004	260,000
2005	265,000
2006	270,000
2007	275,000
2008	285,000
2009	295,000
2010	305,000
2011	270,000

Subject to adjustments permitted pursuant to Section 7 hereof, the Notes maturing February 1, 2003 through February 1, 2007 shall mature without option of prior redemption. The Notes maturing February 1, 2008 and thereafter, shall be subject to redemption prior to maturity, at the option of the County, on February 1, 2007 or on any date thereafter, as a whole, or in part, at the redemption price of par, plus accrued interest if the Notes are sold at a discount, or if the Notes are sold at par at the redemption price of 101% of par, plus interest accrued to the redemption date.

If less than all the Notes shall be called for redemption, the Governing Body, in its discretion, shall designate the maturity or maturities which will be redeemed, and, if less than all the Notes of a single maturity shall be called for redemption, the Notes within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion may determine.

Pursuant to Section 7 hereof, the County Executive is authorized to sell the Notes, or any maturities thereof, as term Notes ("Term Notes") with mandatory redemption requirements. In the event any or all the Notes are sold as Term Notes, the County shall redeem such Term Notes on the redemption dates corresponding to the maturity dates set forth herein in aggregate principal amounts equal to the maturity amounts set forth herein for each redemption date, as such maturity amounts may be adjusted pursuant to Section 7 hereof. Notes so redeemed shall be redeemed at a price of par plus accrued interest thereon to the date of redemption. The Term Notes to be so redeemed shall be selected by lot or in such other random manner as the Registration Agent in its discretion may determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Notes to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such

payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Notes for which proper notice was given. The Registration Agent shall mail said notices, in the case of term Notes with mandatory redemption requirements as and when provided herein and in the Notes and, in the case of optional redemption, as and when directed by the County pursuant to written instructions from an authorized representative of the County given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

The Governing Body hereby authorizes and directs the Registration Agent to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance, upon transfer, or as otherwise directed by the County, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes which have been paid at maturity or upon earliest redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Notes canceled and destroyed, and to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes. The County Executive is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

The Notes shall be payable, principal and interest, in lawful money of the United States of America at the principal corporate trust office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Notes on each interest payment date directly to the registered owners as shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owners at their addresses shown on said Note registration records, without, except for final payment, the presentation or surrender of such registered Notes, and all such payments shall discharge the obligations of the County in respect of such Notes to the extent of the payments so made. Payment of principal of on the Notes shall be made upon presentation and surrender of such Notes to the Registration Agent as the same shall become due and payable.

Any interest on any Note which is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Notes are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment, and at the same time the

County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Notes shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Notes when due.

The Notes are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Note(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Note or Notes to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor to transfer or exchange any Note during the period following the receipt of instructions from the County to call such Note for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Notes shall be overdue. Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Notes of the same maturity in any authorized denomination or denominations.

The Notes shall be signed by the County Executive and attested by the County Clerk by their respective manual or facsimile signatures, and shall have imprinted or impressed thereon a facsimile of the corporate seal of the County.

The Registration Agent is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof or as it may designate upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Note(s) to be transferred in proper form with proper documentation as hereinabove described. The Notes shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Note form.

In case any Note shall become mutilated, or be lost, stolen or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County shall authenticate and deliver, a new Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Note, or in lieu of and substitution for such lost, stolen or destroyed Note, or if any such Note shall have matured or shall be about to mature, instead of issuing a substituted Note the County may pay or authorize payment of such Note without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Note, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Note an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 4. Source of Payment. The Notes shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Notes, the full faith and credit of the County are hereby irrevocably pledged.

Section 5. Form of Notes. The Notes shall be in substantially the following form, the omissions to be appropriately completed when the Notes are prepared and delivered:

(Form of Face of Note)

REGISTERED
Number _____

REGISTERED

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF LAWRENCE
GENERAL OBLIGATION REFUNDING
CAPITAL OUTLAY NOTES, SERIES _____

Interest Rate: _____
Registered Owner: _____
Principal Amount: _____

Maturity Date: _____
Date of Note: January 1, 2003

CUSIP No.: _____

KNOW ALL MEN BY THESE PRESENTS: That Lawrence County, Tennessee (the "County"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth or earlier redemption as set forth herein, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on August 1, 2003, and semi-annually thereafter on the first day of February and August in each year until this Note matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of Sentinel Trust Company, Nashville, Tennessee, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such

owner at such owner's address shown on said Note registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Note is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Notes of the issue of which this Note is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Note shall be made when due upon presentation and surrender of this Note to the Registration Agent.

Reference is hereby made to the further provisions of this Note set forth on the reverse side hereof and such further provisions shall for all purposes have the same effect as if set forth on the front side hereof.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Note to be signed by its County Executive with her [manual or] facsimile signature and attested by its County Clerk with his [manual or] facsimile signature under a facsimile of the corporate seal of the County, all as of the date hereinabove set forth.

LAWRENCE COUNTY, TENNESSEE

BY: (Fascimile)
County Executive

(FACSIMILE SEAL)

ATTESTED:

(Facsimile)
County Clerk

Transferable and payable at the principal corporate trust office of:
Sentinel Trust Company
Nashville, Tennessee

This Note is one of the issue of Notes issued pursuant to the Resolution hereinabove described.

SENTINEL TRUST COMPANY
Registration Agent

By: _____
Authorized Officer

Date of Registration:

(Form of Reverse Side of Note)

[Notes of the issue of which this Note is one are subject to redemption prior to maturity at the option of the County, as a whole, or in part, at any time, at the redemption price of par plus interest accrued to the redemption date.]

If less than all the Notes shall be called for redemption, the Board of County Commissioners of the County, in its discretion, shall designate the maturity or maturities which will be redeemed, and, if less than all the Notes of a single maturity shall be called for redemption, the Notes within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion may determine.

[Subject to the credit hereinafter provided, the County shall redeem Notes maturing _____ and _____ on the redemption dates set forth below opposite the respective maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Notes to be so redeemed within such maturity shall be selected by lot or in such other random manner as the Registration Agent in its discretion may determine. The dates of redemption and principal amount of the Notes to be redeemed on said dates are as follows:

<u>Maturity Date</u>	<u>Redemption Date</u>	Principal Amount of Notes to be Redeemed \$
_____	_____	_____
_____	_____*	_____
_____	_____	\$ _____
_____	_____*	_____

*final maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Notes maturing _____ and _____, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation for any Notes maturing _____ and _____ which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory redemption provision. Each Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Notes to be redeemed by operation of this mandatory redemption shall be accordingly reduced.]

Notice of call for redemption [whether optional or mandatory] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of

the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Notes for which proper notice was given. From and after any redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denomination or denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor to transfer or exchange any Note during the period following the receipt of instructions from the County to call such Note; provided, the Registration Agent, at its option, may make transfers after any of said dates.

This Note is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds to refinance (i) the County's outstanding [General Obligation Capital Outlay Notes, Series 1999, dated March 18, 1999, maturing February 1, 2003 through February 1, 2014, inclusive and its outstanding General Obligation Capital Outlay Notes, Series 1999A, dated February 18, 1999, maturing February 1, 2003 through February 1, 2014, inclusive]; and (ii) pay costs of issuance of the Notes, under and in compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on September 24, 2002 (the "Resolution").

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Note, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to said Resolution.

This Note and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Note in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____, the
(Please insert Federal Identification or Social Security Number of Assignee _____), the

within Note of Lawrence County, Tennessee, and does hereby irrevocably constitute and appoint , attorney, to transfer the said Note on the records kept for registration thereof with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

Section 6. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Notes when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Notes in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Notes.

Section 7. Sale of Notes.

(a) The Notes, or any emission thereof, shall be sold at negotiated sale at a price of not less than ninety-nine percent (99%) of par less original issue discount, plus accrued interest, as a whole or in part, from time to time, to the original purchaser as shall be determined by the County Executive of the County in consultation with the County's financial advisor, Sentinel Trust Company, Nashville, Tennessee.

(b) The County Executive is authorized to sell the Notes to the original purchaser, selected by the County Executive, at the price set forth above at a rate or rates not to exceed six percent (6.00%) per annum and no further action of the Governing Body shall be required. The County Executive is hereby authorized to execute and the County Clerk is authorized to attest a note purchase agreement with the original purchaser, providing for the purchase and sale of the Notes, or any emission thereof. The note purchase agreement shall be in form and content acceptable to the County Executive, provided the note purchase agreement effects the sale of the Notes in accordance with the provisions of this resolution, and is not inconsistent with the terms hereof, as such terms may be modified as set forth in this Section 7.

(c) The County Executive and the County Clerk, or either of them, are authorized to cause the Notes to be authenticated and delivered by the Registration Agent to the original purchaser, and to execute, publish, and deliver all certificates and documents, including an official statement and a note purchase agreement, having terms consistent with Section 3 hereof and this Section 7, and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Notes, or any emission thereof.

(d) To facilitate the sale of the Notes in a manner that is in the best interest of the County and results in the greatest cost savings for the County, the County Executive is authorized to (i) refund fewer than the Outstanding Notes; (ii) sell the Notes in an amount less than the amount authorized herein; (iii) change the dated date of the Notes; (iv) determine the series designation; (v) change the first interest payment date of the Notes to a date other than August 1, 2003; (vi) adjust the principal and interest payment dates and maturity amounts of the Notes, provided that the final maturity date of each emission shall not exceed February 15, 2011, or such later date approved by the State Director of Local Finance; (vii) change the redemption provisions of the Notes so long as the redemption premium on any of the Notes to be redeemed does not exceed one hundred one percent (101%) of the par amount to be redeemed if the Notes are sold at par and one hundred percent (100%) of the par amount to be redeemed if the Notes are sold at less than par; (viii) sell the Notes or any maturities thereof as Term Notes with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Executive, as she shall deem most advantageous to the County; and (ix) to cause all or a portion of the Notes to be insured by a Note insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interest of the County and to enter into an agreement with the Note insurer with respect to the Notes not inconsistent with the terms of this resolution.

(e) The Form of the Note set forth in Section 5 hereof, shall be conformed to reflect any changes made pursuant to this Section 7 hereof.

Section 8. Disposition of Note Proceeds. Proceeds of the sale of the Notes shall be disbursed as follows:

(a) All accrued interest shall be deposited to the appropriate fund of the County to be used to pay interest on the Notes on the first interest payment date following delivery of the Notes.

(b) An amount which, together with other legally available funds of the County, if any, and investment earnings thereon, will be sufficient to refinance the Outstanding Notes, or any portion thereof, shall be held by the County in a separate account or deposited to an escrow account with an escrow agent and used to refund the Outstanding Notes, in whole or in part, on a date which is not later than ninety (90) days following delivery of the Notes; and

(c) The remainder of the proceeds of the sale of the Notes shall be disbursed to pay costs of issuance of the Notes, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, Note insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes.

Section 9. Official Statement. The County Executive and the County Clerk, or either of them, working with the County's financial advisor, Sentinel Trust Company, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Notes. After execution of the Note purchase agreement, the County Executive and the County Clerk, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official

Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(b)(3) of the Securities and Exchange Commission. The County Executive and the County Clerk, or either of them, shall arrange for the delivery of a reasonable number of copies of the Official Statement within seven business days after the Notes have been sold to each potential investor requesting a copy of the Official Statement.

The County Executive and the County Clerk, or either of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

No Preliminary Official Statement shall be required if the original purchaser executes a certificate stating that it has no present intention to reoffer the Notes.

Section 10. Arbitrage. The County recognizes that the purchasers and owners of the Notes will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Notes. In this connection, the County agrees that it shall take no action which may cause the interest on any of said Notes to be included in gross income for purposes of federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Notes will not be used in a manner which will cause the Notes to be "arbitrage Notes" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Notes and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay "rebate amount" with respect to the Notes to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from being included in gross income for federal income tax purposes. The County Executive and the County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Notes as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

Section 11. Discharge and Satisfaction of Notes. If the County shall pay and discharge the indebtedness evidenced by any of the Notes in any one or more of the following ways, to wit:

- (a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of, premium, if any, and interest on such Notes as and when the same become due and payable;
- (b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Notes and to pay interest thereon when due until the maturity or redemption date (provided, if such Notes are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Notes to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Notes when due, then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Notes shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Notes in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Notes; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Notes on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which Notes or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Redemption of the Outstanding Notes. The County Executive and the County Clerk, or either of them, are hereby authorized and directed to take all steps necessary to redeem the Outstanding Notes within ninety (90) days of the issuance of the Notes and to direct the registration agent for the Outstanding Notes to cause a notice of redemption to be sent to holders of the Outstanding Notes.

Section 13. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Notes. The County Executive is authorized to execute at the Closing of the sale of the Notes, an agreement for the benefit of and enforceable by the owners of the Notes specifying the details of the financial information and material event notices to be provided and its obligations relating hereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Notes to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performances.

Section 14. Qualified Tax-Exempt Obligations. To the extent the Notes or any portion thereof may be deemed designated as "qualified tax-exempt obligations" within the meaning of and pursuant to Section 265 of the Code, such Notes are hereby deemed so designated. To the extent the

Notes or any portion thereof may be designated as "qualified tax-exempt obligations" within the meaning of and pursuant to Section 265 of the Code, the Governing Body hereby designates such Notes as "qualified tax-exempt obligations."

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Notes and interest due thereon shall have been paid in full.

Section 16. Separability. 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 of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other 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 immediate effect from and after its adoption.

Adopted and approved this 26th day of November, 2002.


County Executive

ATTEST:


County Clerk

SEAL

STATE OF TENNESSEE)
)
COUNTY OF LAWRENCE)

I, Chuck Kizer, hereby certify that I am the duly qualified and acting County Clerk of Lawrence County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on November 26, 2002; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an amount not to exceed \$2,435,000 General Obligation Refunding Capital Outlay Notes of said County.

WITNESS my official signature and seal of said County this 24 day of Nov, 2002—


County Clerk



The Board of County Commissioners of Lawrence County, Tennessee, met in a regular session on November 26, 2002, at 5:00 p.m., C.S.T., at the County Courthouse, Lawrenceburg, Tennessee, with the Honorable Ametra Bailey, County Executive, presiding.

The following Commissioners were present:

Jackie Bailey, Jerry Dryden, Ronald Benefield, Jim Gabel, Olan Brazier, Robert L. Green,
Franklin Burns, Glenn Woodall, Charles W. Doerflinger, Wayne Yocom, Dennis C. Gillespie,
Ricky Snider, Bobby R. Clifton, James Martin, Delano Benefield, Mark Curtis, Bill Grisham

The following Commissioners were absent: Landon Woodall

There was also present Chuck Kizer, County Clerk.

After the meeting was duly called to order, the following resolution was introduced by Wayne Yocom, seconded by Charles Doerflinger and after due deliberation, was adopted by the following vote:

AYE: 17

NAY: 0

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution# 17112602 <i>Resolution authorizing the issuance of general obligation refunding capital outlay notes, in the aggregate principal amount of not to exceed \$2,435,000.00 of Lawrence County, TN; making provision for the issuance, sale and payment of said notes; establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy for the payment of principal of premium, if any, and interest on the notes.</i>	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
BAILEY, Jackie (17 th Dist) (762-3716) 411 6 th St, L'burg			X				
BENEFIELD, Delano (10 th Dist) (964-2430) 4628 Hwy 43 N, Summertown			X				
BENEFIELD, Ronald (9 th Dist) (829-2358) 91 Benefield Ln, Ethridge			X				
BRAZIER, Olan (13 th Dist) (762-5501) 175 Reed Patch Rd, L'burg			X				
BURNS, Franklin (12 th Dist) (964-3404) 383 L'burg Henryville, Ethridge			X				
CLIFTON, Bobby (6 th Dist) (853-4809) 409 Busby Rd, Loretto			X				
CURTIS, Mark (11 th Dist) (964-2182) 149 Railroad Bed Pike, Summertown			X				
DOERFLINGER, Chuck (18 th Dist) (762-3117) 230 Parkes Ave, Lawrenceburg		X	X				
DRYDEN, Jerry (4 th Dist) (762-7118) 12 Ingram Rd, Leoma			X				
GABEL, Jim (1 st Dist) (852-2899) 2773 Hwy 43/PO Box 176, Leoma			X				
GILLESPIE, Dennis C. (3 rd Dist) (556-2281) 286 Blooming Grove Rd, Five Points			X				
GREEN, Robert L. (2 nd Dist) (853-6709) 404 N Mill/PO Box 224, Loretto			X				
GRISHAM, Bill (15 th Dist) (762-6640) 199 Walden Rd, Lawrenceburg			X				
MARTIN, James A. (8 th Dist) (762-7283) 1547 McCarter Rd, Lawrenceburg			X				
SNIDER, Ricky (4 th Dist) (762-5340) 793 Wesley Chapel Rd, Lawrenceburg			X				
WOODALL, Glenn E. (8 th Dist) (766-1040) 1401 Hart Ave, L'burg			X				
WOODALL, Landon (14 th Dist) (762-3159) 858 Ethridge RedHill Rd, Lawrenceburg							X
YOCOM, Wayne (1 st Dist) (853-6725) 148 Rigling Rd, Loretto	X		X				
Motion to approve made by Wayne Yocom; seconded by Chuck Doerflinger. Motion to approve carried by roll call vote. Voting AYE: 17 NAY: 0 Members PRESENT: 17 ABSENT: 1			17				1

NOTARY LIST NOV. 26TH 2002

BOND

Wanda J Smithson	Darlene Niedergeses and William Smithson
Caneta Rohling	National Grange Mutual Ins Co
Lorre L Eck	National Grange Mutual Ins Co
Bridget R Blasingim	National Grange Mutual Ins Co
Joyce M Wright	National Grange Mutual Ins Co
Patti L Jaco	Western Surety Co
Ashley R Smith	Western Surety Co
Jane M Jennings	Western Surety Co
Sheila K McLain	Western Surety Co
Shelley R Durham	Western Surety Co
Donna Rosson	Western Surety Co
Pam Leighton	Western Surety Co

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
November 26, 2002 Regular Session

Resolution#	NOTARIES	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
	BAILEY, Jackie (17 th Dist)	(762-3716) 411 6 th St, L'burg						
	BENEFIELD, Delano (10 th Dist)	(964-2430) 4628 Hwy 43 N, Summertown						
	BENEFIELD, Ronald (9 th Dist)	(829-2358) 91 Benefield Ln, Ethridge						
	BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg						
	BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ethridge	X					
	CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loretto						
	CURTIS, Mark (11 th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown						
	DOERFLINGER, Chuck (18 th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg						
	DRYDEN, Jerry (4 th Dist)	(762-7118) 12 Ingram Rd, Leoma						
	GABEL, Jim (1 st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leoma						
	GILLESPIE, Dennis C. (3 rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points						
	GREEN, Robert L. (2 nd Dist)	(853-6709) 404 N Mil/PO Box 224, Loretto	X					
	GRISHAM, Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg						
	MARTIN, James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg						
	SNIDER, Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg						
	WOODALL, Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg						X
	WOODALL, Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						
	YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto						
	TOTAL VOTE: Motion to approve made by Robert L. Green; seconded by Franklin Burns. Motion carried by unanimous voice vote. Members PRESENT: 17 ABSENT: 1			17				1

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
Novmeber 26, 2002 Regular Session

Resolution#	ADJOURNMENT	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
	BAILEY, Jackie (17 th Dist)	(762-3716) 411 6 th St, L'burg						
	BENEFIELD, Delano (10 th Dist)	(964-2430) 4628 Hwy 43 N, Summertown						
	BENEFIELD, Ronald (9 th Dist)	(829-2358) 91 Benefield Ln, Ethridge						
	BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg						
	BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ethridge						
	CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loretto						
	CURTIS, Mark (11 th Dist)	(964-2182) 149 Railroad Bed Pike, Summertown						
	DOERFLINGER, Chuck (18 th Dist)	(762-3117) 230 Parkes Ave, Lawrenceburg						
	DRYDEN, Jerry (4 th Dist)	(762-7118) 12 Ingram Rd, Leoma						
	GABEL, Jim (1 st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leoma						
	GILLESPIE, Dennis C. (3 rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points						
	GREEN, Robert L. (2 nd Dist)	(853-6709) 404 N Mil/PO Box 224, Loretto	X					
	GRISHAM, Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg						
	MARTIN, James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg						
	SNIDER, Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg						
	WOODALL, Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg						
	WOODALL, Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg						X
	YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto	X					
	Motion to adjourn made by Robert L. Green; seconded by Wayne Yocom. Motion carried by unanimous voice vote.. Members PRESENT: 17 ABSENT: 1			17				1