

Agenda

The Lawrence County Board Of Commissioners
Lawrence County, Tennessee
March 25, 2003
5:00 P.M.

Call To Order By The Chair
Roll Call

Invocation:
Pledge:

Public Comments


Report of Resolution Committee

1. Resolution No. 01032503
Resolution Approving Minutes Of January 28, 2003, Regular Session
Sponsor: Ametra Bailey
2. Resolution No. 02032503
School Board Budget Amendments
Sponsor: Board of Education
3. Resolution No. 03032503
Resolution To Elect Member To Agricultural Extension Committee
Sponsor: Ametra Bailey
4. Resolution No. 04032503
Resolution To Elect Member To Lawrence County Board Of Health
Sponsor: Ametra Bailey
5. Resolution No. 05032503
Resolution To Collect A \$12.50 Cost In Every Misdemeanor And Felony Prosecution In
Lawrence County For The Purpose Of Defraying The Cost Of Legal Representation And
Support Services Provided Indigent Defendants In Criminal Proceedings
Sponsor: Ametra Bailey
6. Resolution No. 06032503
Resolution To Terminate Agreement Between Lawrence County And Employee Security
Planning, Inc., As Lawrence County's Insurance And/Or Employee Benefits Consultant
Sponsor: Ametra Bailey
7. Resolution No. 07032503
Resolution Regarding New Construction
Sponsor: Ametra Bailey
8. Resolution No. 08032503
Resolution To Establish Speed Limit On Prosser Road
Sponsor: Jerry Dryden
9. Resolution No. 09032503
Resolution To Establish Speed Limit On Horseshoe Bend Road
Sponsor: Jerry Dryden
10. Resolution No. 10032503
Resolution To Establish Speed Limit On Freedom Road
Sponsor: Ronnie Benefield

11. Resolution No. 11032503
Resolution Extending Contracts Currently In Existence With Private Garbage Haulers
Sponsor: Solid Waste Committee
12. Resolution No. 12032503
Resolution To Adopt Procedure For Operations And Maintenance Of Solid Waste Services System For Lawrence County
Sponsor: Solid Waste Committee
13. Resolution No. 13032503
Resolution To Designate Parking Area For Vehicles Owned By The City Of Lawrenceburg
Sponsor: Ricky Snider
14. Resolution No. 14032503
Resolution To Amend Resolution No. 19032399 Providing For The Adoption Of Specifications For Lawrence County Roads
Sponsor: Highway Committee
15. Resolution No. 15032503
Resolution to Approve Purchase of Property by Lawrenceburg/Lawrence County Municipal Airport
Sponsor: Economic and Community Development
16. Resolution No. 16032503
A Resolution Authorizing The Issuance Of Interest Bearing General Obligation Capital Outlay Notes Of Lawrence County, Tennessee, In An Aggregate Principal Amount Of Not To Exceed One Million Five Hundred Thousand Dollars (\$1,500,000); 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 Thereof, Premium, If Any, And Interest Thereon.
17. Resolution No. 17032503
A Resolution Authorizing The Issuance Of School Refunding Bonds, In The Aggregate Principal Amount Of Not To Exceed Nine Million Four Hundred Eighty Thousand Dollars (\$9,480,000) 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.

Larry Glass, Director of Lawrence County Ambulance Service

Notaries


Ametra Bailey, County Executive And Chair

Attest:


Chuck Kizer, County Clerk


Report of Resolution Committee

The Lawrence County Board Of Commissioners
Lawrence County, Tennessee
March 25, 2003
5:00 P.M.

We, the Resolution Committee, respectfully report that as such Committee, in accordance with resolution of the court which created and prescribed the functions of the Committee, met, received, examined and hereby report to the court for its consideration at this term without suspension of the rules, certain resolutions hereto attached, filed in the office of the County Executive when the Committee met twelve (12) days before the term of the following subject, to-wit:

1. Resolution No. 01032503
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Sponsor: Board of Education
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4. Resolution No. 04032503
Resolution To Elect Member To Lawrence County Board Of Health
Sponsor: Ametra Bailey
5. Resolution No. 05032503
Resolution To Collect A \$12.50 Cost In Every Misdemeanor And Felony Prosecution In Lawrence County For The Purpose Of Defraying The Cost Of Legal Representation And Support Services Provided Indigent Defendants In Criminal Proceedings
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Resolution To Terminate Agreement Between Lawrence County And Employee Security Planning, Inc., As Lawrence County's Insurance And/Or Employee Benefits Consultant
Sponsor: Ametra Bailey
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Sponsor: Jerry Dryden
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Resolution To Establish Speed Limit On Freedom Road
Sponsor: Ronnie Benefield
11. Resolution No. 11032503
Resolution Extending Contracts Currently In Existence With Private Garbage Haulers
Sponsor: Solid Waste Committee

12. Resolution No. 12032503
Resolution To Adopt Procedure For Operations And Maintenance Of Solid Waste Services System For Lawrence County
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13. Resolution No. 13032503
Resolution To Designate Parking Area For Vehicles Owned By The City Of Lawrenceburg
Sponsor: Ricky Snider
14. Resolution No. 14032503
Resolution To Amend Resolution No. 19032399 Providing For The Adoption Of Specifications For Lawrence County Roads
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15. Resolution No. 15032503
Resolution To Approve Purchase of Property by Lawrenceburg/Lawrence County Municipal Airport
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16. Resolution No. 16032503
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17. Resolution No. 17032503
A Resolution Authorizing The Issuance Of School Refunding Bonds, In The Aggregate Principal Amount Of Not To Exceed Nine Million Four Hundred Eighty Thousand Dollars (\$9,480,000) 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.


JERRY DRYDEN
Chairman Resolution Committee

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session

Resolution#	Report of the Resolution Committee	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
<i>Sponsor:</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, Ehrhridge							
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg							
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ehrhridge							
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 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 Ehrhridge RedHill Rd, Lawrenceburg							
YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto							
TOTAL VOTE:								
<i>No vote was taken</i>								

RESOLUTION NO. 01032503

RESOLUTION APPROVING MINUTES OF JANUARY 28, 2003, REGULAR SESSION

WHEREAS, the Lawrence County legislative body met on January 28, 2003, in regular session.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, that the attached minutes of the January 28, 2003, regular session be approved.

ADOPTED this 25th day of March, 2003.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session**

Resolution# 01032503

Resolution approving minutes of January 28, 2003, Regular Session

Sponsor: Amera Bailey

	ABSENT	PRESENT	PASS	NAY	AYE	SECOND	MOTION
BAILEY, Jackie (17 th Dist) <i>411 6th St, L'burg</i> (762-3716)					X		
BENEFIELD, Delano (10 th Dist) <i>4628 Hwy 43 N, Summertown</i> (964-2430)					X		
BENEFIELD, Ronald (9 th Dist) <i>91 Benefield Ln, Ehrhridge</i> (829-2358)					X		
BRAZIER, Olan (13 th Dist) <i>175 Reed Patch Rd, L'burg</i> (762-5501)					X		
BURNS, Franklin (12 th Dist) <i>383 L'burg Henryville, Ehrhridge</i> (964-3404)					X		
CLIFTON, Bobby (6 th Dist) <i>409 Busby Rd, Loretto</i> (853-4809)					X		
CURTIS, Mark (11 th Dist) <i>149 Railroad Bed Pike, Summertown</i> (964-2182)					X		
DOERFLINGER, Chuck (18 th Dist) <i>230 Parkes Ave, Lawrenceburg</i> (762-3117)					X		
DRYDEN, Jerry (4 th Dist) <i>12 Ingram Rd, Leoma</i> (762-7118)					X		
GABEL, Jim (1 st Dist) <i>2773 Hwy 43/PO Box 176, Leoma</i> (852-2899)					X		
GILLESPIE, Dennis C. (3 rd Dist) <i>286 Blooming Grove Rd, Five Points</i> (556-2281)	X						
GREEN, Robert L. (2 nd Dist) <i>404 N Mill/PO Box 224, Loretto</i> (853-6709)					X	X	
GRISHAM, Bill (15 th Dist) <i>199 Walden Rd, Lawrenceburg</i> (762-6640)					X		
MARTIN, James A. (8 th Dist) <i>1547 McCarter Rd, Lawrenceburg</i> (762-7283)					X		
SNIDER, Ricky (4 th Dist) <i>793 Wesley Chapel Rd, Lawrenceburg</i> (762-5340)					X		
WOODALL, Glenn E. (8 th Dist) <i>1401 Hart Ave, L'burg</i> (766-1040)					X		
WOODALL, Landon (14 th Dist) <i>858 Ehrhridge RedHill Rd, Lawrenceburg</i> (762-3159)	X						
YOOCOM, Wayne (1 st Dist) <i>148 Rigling Rd, Loretto</i> (853-6725)					X		
TOTAL VOTE:							
<i>Motion to approve made by Wayne Yoocom, seconded by Robert L. Green</i>							
<i>Motion approved by roll call vote. Voting AYE: 16 NAY: 0</i>							
<i>Members PRESENT: 16 ABSENT: 2</i>							
	2 absent	16 present					

RESOLUTION NO. 02032503

AMENDED 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 25th day of March, 2003, approve budget amendments for the Lawrence County General Purpose School Fund as attached except for the debit of \$200,000.00 from Account Number 39000, Undesignated Fund Balance, and the credit of \$200,000.00 to Account Number 76100-399, Regular Capital Outlay Contracted Services which are not approved.

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

Passed this 25th day of March, 2003.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

01/03:

for review

Resolution # 02032503
Budget Amendments General Purpose School Fund
FUND 141

Account Number	Description	Debit	Credit
39000	Undesignated Fund Balance	\$200,000.00	
76100-399	Regular Capital Outlay Contracted Svcs		\$200,000.00

Transfer funds from fund balance to cover expenses for David Crockett School Testing and Cleanup

72710-729	Transportation Equipment	\$15,982.00	
72610-166	Custodial Personnel		\$7,425.00
72610-201	Social Security		\$460.00
72610-204	Retirement		\$343.00
72610-212	Medicare		\$108.00
71100-163	Educational Assistant		\$6,810.00
71100-201	Social Security		\$422.00
71100-204	Retirement		\$315.00
71100-212	Medicare		\$99.00

\$15,982.00 \$15,982.00

To transfer funds from transportation equipment to cover educational assistant at Leoma and custodial position at South Lawrence midyear

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
 March 25, 2003 Regular Session

Resolution#02032503 AMENDMENT I

Withhold approval for the debit of \$200,000.00 from Account #39000
(Undesignated Fund Balance), and the credit of \$200,000.00 to Account #76100-399 (Regular Capital Outlay Contracted Services)

Sponsor: Board of Education

	ABSENT	PRESENT	PASS	NAY	AYE	SECOND	MOTION
BAILEY, Jackie (17 th Dist) 411 6 th St, L'burg (762-3716)					X		
BENEFIELD, Delano (10 th Dist) 4628 Hwy 43 N, Summertown (964-2430)				X	X		
BENEFIELD, Ronald (9 th Dist) 91 Benefield Ln, Ethridge (829-2358)				X	X		
BRAZIER, Olan (13 th Dist) 175 Reed Patch Rd, L'burg (762-5501)				X	X		
BURNS, Franklin (12 th Dist) 383 L'burg Henryville, Ethridge (964-3404)				X	X		
CLIFTON, Bobby (6 th Dist) 409 Busby Rd, Loreto (853-4809)				X	X		
CURTIS, Mark (11 th Dist) 149 Railroad Bed Pike, Summertown (964-2182)				X	X		
DOERFLINGER, Chuck (18 th Dist) 230 Parkes Ave, Lawrenceburg (762-3117)				X	X		
DRYDEN, Jerry (4 th Dist) 12 Ingram Rd, Leona (762-7118)				X	X		
GABEL, Jim (1 st Dist) 2773 Hwy 43/PO Box 176, Leona (852-2899)				X	X		
GILLESPIE, Dennis C. (3 rd Dist) 286 th Blooming Grove Rd, Five Points (556-2281)	X						
GREEN, Robert L. (2 nd Dist) 404 N Mil/PO Box 224, Loreto (853-6709)				X	X		
GRISHAM, Bill (15 th Dist) 199 Walden Rd, Lawrenceburg (762-6640)				X	X		
MARTIN, James A. (8 th Dist) 1547 McCarter Rd, Lawrenceburg (762-7283)				X	X		
SNIDER, Ricky (4 th Dist) 793 Wesley Chapel Rd, Lawrenceburg (762-5340)				X	X		
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, L'burg (766-1040)				X	X		
WOODALL, Landon (14 th Dist) 858 Ehrhidge Redhill Rd, Lawrenceburg (762-3159)	X						
YOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loreto (853-6725)				X	X		
TOTAL VOTE:					16		

Motion to approve made by Jim Gabel, seconded by Glenn E. Woodall.

Motion approved by roll call vote. Voting AYE: 16 NAY: 0

Members PRESENT: 16 ABSENT: 2

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
 March 25, 2003 Regular Session

Resolution#02032503

School Board Budget Amendments

Sponsor: Board of Education

	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT	
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, Ehrhidge (829-2358)								
BRAZIER, Olan (13 th Dist) 175 Reed Patch Rd, L'burg (762-5501)								
BURNS, Franklin (12 th Dist) 383 L'burg Henryville, Ehrhidge (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)		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)								
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)								
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)								
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, L'burg (766-1040)								
WOODALL, Landon (14 th Dist) 858 Ehrhidge Redhill Rd, Lawrenceburg (762-3159)							X	
YOOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto (853-6725)								
TOTAL VOTE:								
Motion to approve made by Jerry Dryden; seconded by Chuck Doerflinger.							16 present	2 absent
Members PRESENT: 16 ABSENT: 2								

02/03
Board approved 2/20/03

Resolution # 0203250B
Budget Amendments General Purpose School Fund
FUND 141

Account Number	Description	Debit	Credit
46511	Basic Education Program	\$232,924.00	
71100-116	Regular Instr. Teachers		\$96,000.00
71100-449	Regular Instr. Textbooks		\$90,000.00
71150-116	Alt. Instr. Teachers		\$700.00
71300-116	Voc. Instr. Teachers		\$17,300.00
71300-449	Voc. Instr. Textbooks		\$13,000.00
72110-105	Attendance		\$402.00
72220-105	Special Education Supervisors		\$542.00
72210-105	Reg. Education Supervisors		\$940.00
72230-105	Voc. Education Supervisor		\$826.00
72410-104	Principals		\$7,300.00
72410-139	Assist. Principal		\$5,150.00
72510-105	Fiscal Director		\$596.00
72710-105	Transportation Director		\$588.00
	To account for additional BEP allocation for midyear state raise 2% and textbook purchases		
72320-101	Director of Schools	\$420.00	
72130-499 WIA03	Student Support Supplies & Materials		\$1,289.10
72130-524 WIA03	Student Support Staff Development	\$1,289.10	
71100-535	Reg. Instruction Fee Waiver	\$1,000.00	
71100-599	Reg. Instruction Other Charges		\$1,000.00
71100-720 TECEP	Plant Operation Equipment	\$20,000.00	
71100-722 TECEP	Reg. Instr. Equipment		\$20,000.00
	Correct (decrease) director salary per contract agreement & Budget document corrections		
		\$255,633.10	\$255,633.10

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session**

Resolution#02032503

Resolution to approve budget amendments for the General Purpose School Fund that was originally presented 1/28/03 for approval but was withdrawn until after School Board met 2/20/03 and approved

	ABSENT	PRESENT	PASS	NAY	AYE	SECOND	MOTION
<i>Sponsor: Board of Education</i>							
BAILEY, Jackie (17 th Dist)					X		
							(762-3716) 411 6 th St, L'burg
BENEFIELD, Delano (10 th Dist)				X			
							4628 Hwy 43 N, Summertown (964-2430)
BENEFIELD, Ronald (9 th Dist)			X				
							91 Benefield Ln, Ethridge (829-2358)
BRAZIER, Olan (13 th Dist)			X				
							175 Reed Patch Rd, L'burg (762-5501)
BURNS, Franklin (12 th Dist)			X	X			
							383 L'burg Henryville, Ethridge (964-3404)
CLIFTON, Bobby (6 th Dist)			X				
							409 Busby Rd, Loretto (853-4809)
CURTIS, Mark (11 th Dist)			X				
							149 Railroad Bed Pike, Summertown (964-2182)
DOERFLINGER, Chuck (18 th Dist)			X				
							230 Parkes Ave, Lawrenceburg (762-3117)
DRYDEN, Jerry (4 th Dist)			X				
							12 Ingram Rd, Leoma (762-7118)
GABEL, Jim (1 st Dist)			X				
							2773 Hwy 43/PO Box 176, Leoma (852-2899)
GILLESPIE, Dennis C. (3 rd Dist)	X						
							286 Blooming Grove Rd, Five Points (556-2281)
GREEN, Robert L. (2 nd Dist)			X				
							404 N Mill/PO Box 224, Loretto (853-6709)
GRISHAM, Bill (15 th Dist)			X				
							199 Walden Rd, Lawrenceburg (762-6640)
MARTIN, James A. (8 th Dist)			X				
							1547 McCarter Rd, Lawrenceburg (762-7283)
SNIDER, Ricky (4 th Dist)			X				
							793 Wesley Chapel Rd, Lawrenceburg (762-5340)
WOODALL, Glenn E. (8 th Dist)			X				
							1401 Hart Ave, L'burg (766-1040)
WOODALL, London (14 th Dist)	X						
							858 Ethridge RedHill Rd, Lawrenceburg (762-3159)
YOOCOM, Wayne (1 st Dist)			X				
							148 Rigling Rd Loretto (853-6725)
TOTAL VOTE:							
Motion to approve made by Robert L. Green; seconded by Franklin Burns.							
Motion approved by roll call vote. Voting AYE: 16 NAY: 0					16		
Members PRESENT: 16 ABSENT: 2						16 present	2 absent

RESOLUTION NO. 03032503

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 25th day of March, 2003, that Ricky Snider 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 25th day of March, 2003.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: AMETRA BAILEY

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session**

Resolution# 03032503

Resolution to elect Ricky Snider as member to Agricultural Extension

Committee

Sponsor: Anetra Bailey

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

TOTAL VOTE:

16

*Motion to approve made by Franklin Burns; seconded by Ronald Benefield.
Motion approved by roll call vote. Voting AYE: 16 NAY: 0
Members PRESENT: 16 ABSENT: 2*

16 present
2 absent

RESOLUTION NO. 04032503

RESOLUTION TO ELECT MEMBER TO LAWRENCE COUNTY BOARD OF HEALTH

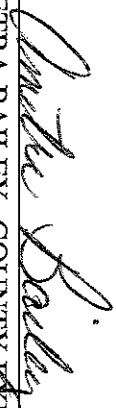
WHEREAS, T.C.A. §68-2-601 provides that each county legislative body may establish a Board of Health and that the Lawrence County legislative body elects members to the Board of Health; and

WHEREAS, there is a vacancy on the Lawrence County Board of Health and Dr. Scott Benefield has been nominated to serve on the Board of Health.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, that Dr. Scott Benefield is hereby elected to the Lawrence County Board of Health.


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

Passed this 25th day of March, 2003.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: AMETRA BAILEY

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session**

Resolution# 04032503		MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
Resolution to elect Dr. Scott Benefield as member to Lawrence County Board of Health								
<i>Sponsor: Ametra Bailey</i>								
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, Ehrhridge			X				
BRAZIER, Olan (13th Dist)	(762-5501) 175 Reed Patch Rd, L'burg			X				
BURNS, Franklin (12th Dist)	(964-3404) 383 L'burg Henryville, Ehrhridge			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				
GABEL, Jim (1st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leoma		X	X				
GILLESPIE, Dennis C. (3rd Dist)	(556-2281) 286 Blooming Grove Rd, Five Points							X
GREEN, Robert L. (2nd Dist)	(853-6709) 404 N Mill/PO Box 224, Loretto			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 Ehrhridge RedHill Rd, Lawrenceburg							X
YOOCOM, Wayne (1st Dist)	(853-6725) 148 Riegling Rd, Loretto		X	X				
TOTAL VOTE:				16			16 present	2 absent
<i>Motion to approve made by Jim Gabel; seconded by Wayne Yocom.</i>								
<i>Motion approved by roll call vote. Voting AYE: 16 NAY: 0</i>								
<i>Members PRESENT: 16 ABSENT: 2</i>								

WITHDRAWN RESOLUTION NO. 05032503

RESOLUTION TO COLLECT A \$12.50 COST IN EVERY MISDEMEANOR AND FELONY PROSECUTION IN LAWRENCE COUNTY FOR THE PURPOSE OF DEFRAYING THE COST OF LEGAL REPRESENTATION AND SUPPORT SERVICES PROVIDED INDIGENT DEFENDANTS IN CRIMINAL PROCEEDINGS

WHEREAS, T.C.A. §40-14-210 provides that with approval by a two-thirds vote of a county legislative body, counties shall collect a \$12.50 cost in every misdemeanor and felony prosecution instituted in the county, except for non-moving traffic violations, for the purpose of defraying the cost of legal representation and support services provided indigent defendants in criminal proceedings.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, that there is hereby levied a \$12.50 cost in every misdemeanor and felony prosecution instituted in Lawrence County, except for non-moving traffic violations.

BE IT FURTHER resolved that it is the duty of the Clerk of every court having jurisdiction of state misdemeanors and felonies to include in every misdemeanor and felony cost bill the \$12.50 charge which shall be remitted to the office of the Executive Director of District Public Defenders Conference for the purpose of providing supplemental funding for the office of the District Public Defender within the 22nd Judicial District of the State of Tennessee.

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

Passed this 25th day of March, 2003.

Withdrawn & Referred to Committee

AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:

WITHDRAWN

CHUCK KIZER, COUNTY CLERK

SPONSOR: AMETRA BAILEY

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK**

March 25, 2003 Regular Session

Resolution# 05032503 WITHDRAWN & REFERRED TO COMMITTEE <i>Resolution to collect a \$12.50 cost in every misdemeanor and felony prosecution in Lawrence County for the purpose of defraying the cost of legal representation and support services provided indigent defendants in criminal proceedings</i> Sponsor: Amerita Bailey	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
BAILEY, Jackie (17 th Dist) (762-3716) 411 6 th St, L'burg (964-2430)							
BENEFIELD, Delano (10 th Dist) 4628 Hwy 43 N, Summertown (829-2358)							
BENEFIELD, Ronald (9 th Dist) 91 Benefield Ln, Ethridge (762-5501)							
BRAZIER, Olan (13 th Dist) 175 Reed Patch Rd, L'burg (964-3404)							
BURNS, Franklin (12 th Dist) 383 L'burg Henryville, Ethridge (853-4809)							
CLIFTON, Bobby (6 th Dist) 409 Busby Rd, Loretto (964-2182)							
CURTIS, Mark (11 th Dist) 149 Railroad Bed Pike, Summertown (762-3117)							
DOERFLINGER, Chuck (18 th Dist) 230 Parkes Ave, Lawrenceburg (762-7118)							
DRYDEN, Jerry (4 th Dist) 12 Ingram Rd, Leoma (852-2899)							
GABEL, Jim (1 st Dist) 2773 Hwy 43/PO Box 176, Leoma (556-2281)							X
GILLESPIE, Dennis C. (3 rd Dist) 286 Blooming Grove Rd, Five Points (853-6709)							
GREEN, Robert L. (2 nd Dist) 404 N Mill/PO Box 224, Loretto (762-6640)							
GRISHAM, Bill (15 th Dist) 199 Walden Rd, Lawrenceburg (762-7283)							
MARTIN, James A. (8 th Dist) 1547 McCarter Rd, Lawrenceburg (762-5340)		X					
SNIDER, Ricky (4 th Dist) 793 Wesley Chapel Rd, Lawrenceburg (766-1040)							
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, L'burg (762-3159)							
WOODALL, Landon (14 th Dist) 858 Ethridge RedHill Rd, Lawrenceburg (853-6725)							X
YOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto	X						
TOTAL VOTE:							
<i>Motion to approve made by Wayne Yocom, seconded by Ricky Snider.</i>							
Members PRESENT: 16 ABSENT: 2							
						16 present	2 absent

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK**

March 25, 2003 Regular Session

Resolution# 05032503 WITHDRAWN & REFERRED TO COMMITTEE	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
BAILEY, Jackie (17 th Dist)			X				
(762-3716) 411 6 th St, L'burg							
BENEFIELD, Delano (10 th Dist)			X				
(964-2430) 4628 Hwy 43 N, Summertown							
BENEFIELD, Ronald (9 th Dist)		X	X				
(829-2358) 91 Benefield Ln, Ethridge							
BRAZIER, Olan (13 th Dist)	X		X				
(762-5501) 175 Reed Patch Rd, L'burg							
BURNS, Franklin (12 th Dist)			X				
(964-3404) 383 L'burg Henryville, Ethridge							
CLIFTON, Bobby (6 th Dist)			X				
(853-4809) 409 Busby Rd, Loretto							
CURTIS, Mark (11 th Dist)			X				
(964-2182) 149 Railroad Bed Pike, Summertown							
DOERFLINGER, Chuck (18 th Dist)			X				
(762-3117) 230 Parkes Ave, Lawrenceburg							
DRYDEN, Jerry (4 th Dist)			X				
(762-7118) 12 Ingram Rd, Leona							
GABEL, Jim (1 st Dist)			X				
(852-2899) 2773 Hwy 43/PO Box 176, Leona							
GILLESPIE, Dennis C. (3 rd Dist)							X
(556-2281) 286 Blooming Grove Rd, Five Points							
GREEN, Robert L. (2 nd Dist)			X				
(853-6709) 404 N MIL/PO Box 224, Loretto							
GRISHAM, Bill (15 th Dist)			X				
(762-6640) 199 Walden Rd, Lawrenceburg							
MARTIN, James A. (8 th Dist)			X				
(762-7283) 1547 McCarter Rd, Lawrenceburg							
SNIDER, Ricky (4 th Dist)			X				
(762-5340) 793 Wesley Chapel Rd, Lawrenceburg							
WOODALL, Glenn E. (8 th Dist)			X				
(766-1040) 1401 Hart Ave, L'burg							
WOODALL, Landon (14 th Dist)							X
(762-3159) 858 Ethridge Redhill Rd, Lawrenceburg							
YOOCOM, Wayne (1 st Dist)			X				
(853-6725) 148 Rigling Rd, Loretto							
TOTAL VOTE:			16			16 present	2 absent

*Motion to withdraw made by Olan Brazier, seconded by Ricky Snider.
Motion to approve carried by roll call vote. Voting AYE: 16 NAY: 0
Members PRESENT: 16 ABSENT: 2*

RESOLUTION NO. 06032503

RESOLUTION TO TERMINATE AGREEMENT BETWEEN LAWRENCE COUNTY AND EMPLOYEE SECURITY PLANNING, INC., AS LAWRENCE COUNTY'S INSURANCE AND/OR EMPLOYEE BENEFITS CONSULTANT

WHEREAS, by Agreement dated July 1, 2002, Lawrence County appointed Employee Security Planning, Inc., as Lawrence County's insurance and/or employee benefits consultant which Agreement provides for automatic renewal unless notice of termination by either party is received in writing by the other party thirty (30) days prior to the anniversary date of the Agreement; and

WHEREAS, Lawrence County desires to terminate said Agreement.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, that it is the desire of the Lawrence County legislative body not to renew the above-referenced Agreement and the County Executive is hereby authorized and directed to send notice of termination of said Agreement in writing to Employee Security Planning, Inc.

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

Passed this 25th day of March, 2003.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: AMETRA BAILEY

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session

Resolution# 06032503

Resolution to terminate agreement between Lawrence County and Employee Security Planning Inc as Lawrence County's Insurance and/or employee benefits consultant
 Sponsor: *Ametra Bailey*

	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
BAILEY, Jackie (17 th Dist) 411 6 th St, L'burg (762-3716)			X				
BENEFIELD, Delano (10 th Dist) 4628 Hwy 43 N, Summertown (964-2430)			X				
BENEFIELD, Ronald (9 th Dist) 91 Benefield Ln, Ethridge (829-2358)			X				
BRAZIER, Olan (13 th Dist) 175 Reed Patch Rd, L'burg (762-5501)			X				
BURNS, Franklin (12 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		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) 793 Wesley Chapel Rd, Lawrenceburg (762-5340)		X	X				
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, L'burg (766-1040)			X				
WOODALL, Landon (14 th Dist) 858 Ethridge RedHill Rd, Lawrenceburg (762-3159)							X
YOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto (853-6725)			X				
TOTAL VOTE:							
<i>Motion to approve resolution made by Jim Gabel, seconded by Ricky Snider.</i>							
<i>Motion to approve carried by roll call vote. Voting AYE: 16 NAY:0</i>							
<i>Members PRESENT: 16 ABSENT: 2</i>			16			16 present	2 absent

RESOLUTION NO. 07032503

RESOLUTION REGARDING NEW CONSTRUCTION

WHEREAS, it is important to the citizens and taxpayers of Lawrence County that all new construction be placed upon the property tax rolls as early as possible; and

WHEREAS, there needs to be better communication between the various governmental agencies in Lawrence County to ensure that new construction is placed on the property tax rolls.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, that the County Executive is hereby authorized and directed to request that any governmental entity located in Lawrence County or the various utility departments thereof and the Lawrence County Health Department to send copies of any applications for electrical service or utility service to the County Executive's office of Lawrence County, Tennessee.

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

Passed this 25th day of March, 2003.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: AMETRA BAILEY

RESOLUTION NO. 08032503

RESOLUTION TO ESTABLISH SPEED LIMIT ON
PROSSER ROAD

WHEREAS, Prosser Road is in a residential area 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 Prosser Road from the Lawrenceburg city limits to the end of Prosser Road and to erect appropriate traffic control devices.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, that the speed limit on Prosser Road is hereby established at 45 miles per hour from the Lawrenceburg city limits to the end of Prosser Road and to erect appropriate traffic control devices.

BE IT RESOLVED by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, 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 Prosser Road is 45 miles per hour from the Lawrenceburg city limits to the end of Prosser Road.


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

Passed this 25th day of March, 2003.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

RESOLUTION NO. 09032503

RESOLUTION TO ESTABLISH SPEED LIMIT ON
HORSESHOE BEND ROAD

WHEREAS, Horseshoe Bend Road is in a residential area in Lawrence County, Tennessee; and

WHEREAS, the Lawrence County legislative body deems that the public safety requires a 30 mile per hour speed limit on Horseshoe Bend Road off of Prosser Road for its entire length and to erect appropriate traffic control devices.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, that the speed limit on Horseshoe Bend Road off of Prosser Road is hereby established at 30 miles per hour for its entire length and to erect appropriate traffic control devices.

BE IT RESOLVED by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, 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 Horseshoe Bend Road off of Prosser Road is 30 miles per hour for its entire length.

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

Passed this 25th day of March, 2003.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

RESOLUTION NO. 10032503

RESOLUTION TO ESTABLISH SPEED LIMIT ON FREEDOM ROAD

WHEREAS, Freedom Road is in a residential area 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 Freedom Road for its entire length and to erect appropriate traffic control devices.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, that the speed limit on Freedom Road is hereby established at 45 miles per hour for its entire length and to erect appropriate traffic control devices.

BE IT RESOLVED by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, 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 Freedom Road is 45 miles per hour for its entire length.

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

Passed this 25th day of March, 2003.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: RONNIE BENEFIELD

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK**

March 25, 2003 Regular Session

Resolution# 08032503 , #09032503, & #10032503

Resolution to establish speed limit on Prosser Road, Horseshoe Bend Road and Freedom Road

Sponsor: Jerry Dryden

Motion made by Robert L. Green to combine resolutions 08032503, 09032503 & 10032503 and

approved by commission

	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
BAILEY, Jackie (17 th Dist) 411 6 th St. L'burg (762-3716)			X				
BENEFIELD, Delano (10 th Dist) 4628 Hwy 43 N, Summertown (964-2430)			X				
BENEFIELD, Ronald (9 th Dist) 91 Benefield Ln, Ehrhridge (829-2358)			X				
BRAZIER, Olan (13 th Dist) 175 Reed Patch Rd, L'burg (762-5501)			X				
BURNS, Franklin (12 th Dist) 383 L'burg Henryville, Ehrhridge (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		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 Pains (556-2281)							X
GREEN, Robert L. (2 nd Dist) 404 N MIL/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) 793 Wesley Chapel Rd, Lawrenceburg (762-5340)			X				
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, L'burg (766-1040)			X				
WOODALL, Landon (14 th Dist) 858 Ehrhridge RedHill Rd, Lawrenceburg (762-3159)							X
YOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto (853-6725)		X	X				

TOTAL VOTE:

Motion to approve combined resolutions made by Jerry Dryden; seconded by Wayne Yocom.

Motion to approve carried by roll call vote. Voting AYE: 16 NAY: 0

Members PRESENT: 16 ABSENT: 2

16 present
2 absent

RESOLUTION NO. 11032503

RESOLUTION EXTENDING CONTRACTS CURRENTLY IN EXISTENCE
WITH PRIVATE GARBAGE HAULERS

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 were due to expire two years from the date the contracts were issued in January, 2001 and were extended for a period of 3 months by Resolution No. 14112602 enacted on November 28, 2002.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, that the contracts currently in existence with private garbage haulers be extended from the contract's expiration until the next regularly scheduled meeting of the Lawrence County legislative body, such extension to be 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 25th day of March, 2003.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: SOLID WASTE COMMITTEE

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session

Resolution# 11032503

Resolution extending contracts currently in existence with private garbage haulers

Sponsor: Solid Waste Committee

	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
BAILEY, Jackie (17 th Dist) 411 6 th St, L'burg (762-3716)			X				
BENEFIELD, Delano (10 th Dist) 4628 Hwy 43 N, Summertown (964-2430)			X				
BENEFIELD, Ronald (9 th Dist) 91 Benefield Ln, Ethridge (829-2358)			X				
BRAZIER, Olan (13 th Dist) 175 Reed Patch Rd, L'burg (762-5501)			X				
BURNS, Franklin (12 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, Leona (762-7118)			X				
GABEL, Jim (1 st Dist) 2773 Hwy 43/PO Box 176, Leona (852-2899)	X		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) 793 Wesley Chapel Rd, Lawrenceburg (762-5340)			X				
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, L'burg (766-1040)			X				
WOODALL, Landon (14 th Dist) 858 Ehrtrige RedHill Rd, Lawrenceburg (762-3159)							X
YOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto (853-6725)		X	X				
TOTAL VOTE:							
<i>Motion to approve resolution made by Jim Gabel, seconded by Wayne Yocom.</i>							
<i>Motion to approve carried by roll call vote. Voting AYE: 16 NAY: 0</i>							
<i>Members PRESENT: 16 ABSENT: 2</i>							
			16			16 present	2 absent

RESOLUTION NO. 12032503

RESOLUTION TO ADOPT PROCEDURE FOR OPERATIONS AND MAINTENANCE OF
SOLID WASTE SERVICES SYSTEM FOR LAWRENCE COUNTY

WHEREAS, on September 16, 1997, by Resolution No. 02091697, the Lawrence County legislative body established Lawrence County Solid Waste Services and by Resolution No. 08092402, the Lawrence County legislative body resolved that Lawrence County Solid Waste Services shall be subject to the policies and guidelines as established by the Lawrence County legislative body; and

WHEREAS, the Solid Waste Committee of the Lawrence County legislative body has adopted the attached operating procedures, which procedures are incorporated herein.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, hereby adopts and approves the procedures for the operation and maintenance of Lawrence County Solid Waste Services which are attached hereto and are incorporated herein.

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

Passed this 25th day of March, 2003.



AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: SOLID WASTE COMMITTEE

OPERATION AND MAINTENANCE OF SOLID WASTE SERVICES SYSTEM

1. Lawrence County Board of Commissioners (Commission) shall be the final agent for the administration of the system.
2. The Solid Waste Committee shall be the agent of the Commission to recommend and/or execute the resolutions of the Commission.
3. Composition of the Committee: The Committee shall be composed of five members of the Commission and be appointed by the Chair of the Commission, subject to the confirmation of the Commission. The County Executive shall serve as ex-officio member of the Committee.
4. Terms of Members of the Committee: The terms of the Committee members shall be as all other committees to serve a one year term from October 1 to September 31 or until appointment after term has expired.
5. Quorum and Meeting: A majority of the Committee shall constitute a quorum. The committee shall hold a public meeting at least once each month as the Committee may determine the need. A notice shall be given to all Commissioners of Lawrence County of any such public meeting.
6. Authority of the Solid Waste Committee as an agent of the Board of Lawrence County Commissioners: The committee shall have general supervision and control of the operations, improvements, and maintenance of all refuse collection and/or disposal systems herein provided for by the County Legislative body. It shall also have general supervision and control of the employment of all personnel necessary for the operation of the system with final approval of the County Commission.
7. County Executive: The Executive shall handle the day to day operation problems within the rule guidelines of the Commission. The Executive shall be in charge of the finances and purchases of the System as required by law with approval of the Solid Waste Committee.
8. Budget: The Executive and Committee shall prepare for submission to the budget committee of the Commission a budget and salary plan for the operation of the system.
9. Personnel Policy: The Lawrence County Personnel Policy that governs employees at the Clerk's Offices of the courthouse is to apply to Solid Waste System full time employees. This does not apply to part time employees of less than 32 hours per week on a regular basis.

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session

Resolution# 12032503

Resolution to adopt procedure for operations and maintenance of solid waste services system

for Lawrence County

Sponsor: Solid Waste Committee

	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
BAILEY, Jackie (1 ^{7th} Dist) 411 6 th St, L'burg (762-3716)			X				
BENEFIELD, Delano (10 th Dist) 4628 Hwy 43 N, Summertown (964-2430)			X				
BENEFIELD, Ronald (9 th Dist) 91 Benefield Ln, Ehridge (829-2358)			X				
BRAZIER, Olan (13 th Dist) 175 Reed Patch Rd, L'burg (762-5501)			X				
BURNS, Franklin (12 th Dist) 383 L'burg Henryville, Ehridge (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, Leona (762-7118)			X				
GABEL, Jim (1 st Dist) 2773 Hwy 43/PO Box 176, Leona (852-2899)	X		X				
GILLESPIE, Dennis C. (3 rd Dist) 286 Blooming Grove Rd, Five Points (556-2281)							X
GREEN, Robert L. (2 nd Dist) 404 N MillPO 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) 793 Wesley Chapel Rd, Lawrenceburg (762-5340)		X	X				
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, L'burg (766-1040)			X				
WOODALL, Landon (14 th Dist) 858 Ehridge RedHill Rd, Lawrenceburg (762-3159)							X
YOOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto (853-6725)			X				

TOTAL VOTE:

16

Motion to approve resolution made by Jim Gabel; seconded by Ricky Snider.

Motion to approve carried by roll call vote. Voting AYE: 16 NAY:0

Members PRESENT: 16 ABSENT: 2

16 present
2 absent

WITHDRAWN RESOLUTION NO. 13032503

RESOLUTION TO DESIGNATE PARKING AREA FOR VEHICLES OWNED BY THE CITY
OF LAWRENCEBURG

WHEREAS, the City of Lawrenceburg has a lease agreement with Lawrence County for a "borrow pit" located in the southwestern corner of the Lawrence County Landfill; and

WHEREAS, there is no designated area for the City of Lawrenceburg to park its vehicles and the Lawrence County legislative body deems it advisable to designate such an area.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, that the fenced in area at the "brush pit" leased to the City of Lawrenceburg is hereby designated as the area to park City of Lawrenceburg vehicles.

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

Passed this 25th day of March, 2003.

AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:

CHUCK KIZER, COUNTY CLERK

SPONSOR: RICKY SNIDER

WITHDRAWN BY RICKY SNIDER

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session

Resolution# 13032503 Motion withdrawn by Ricky Snider
Resolution to designate parking area for vehicles owned by the City of Lawrenceburg
Sponsor: Ricky Snider

	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT	
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, Ehrhidge (829-2358)								
BRAZIER, Olan (13 th Dist) 175 Reed Patch Rd, L'burg (762-5501)								
BURNS, Franklin (12 th Dist) 383 L'burg Henryville, Ehrhidge (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)								
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)								
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)								
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, L'burg (766-1040)								
WOODALL, Landon (14 th Dist) 858 Ehrhidge RedHill Rd, Lawrenceburg (762-3159)							X	
YOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto (853-6725)								
TOTAL VOTE:								
<i>Members PRESENT: 16 ABSENT: 2</i>						<i>16 present</i>	<i>2 absent</i>	

RESOLUTION NO. 14032503

RESOLUTION TO AMEND RESOLUTION NO. 19032399 PROVIDING FOR THE ADOPTION OF SPECIFICATIONS FOR LAWRENCE COUNTY ROADS

WHEREAS, by Resolution No. 19032399 (a copy of which is attached hereto and incorporated herein) Lawrence County, Tennessee, adopted standard road specifications for all official county roads; and

WHEREAS, paragraph six of said road specifications provides as follows:

6. SURFACE:

- A. Six (6) inches of compacted chert on roadway including shoulders.
- B. After the development is seventy-five (75%) complete or three (3) years have passed since the beginning of the development, whichever occurs first, the developer must apply three layers of tar and chip surface before it is adopted as a county road.
- C. Effective July 1, 1999 the developer (owner) shall pay to Lawrence County the cost of materials for three (3) layers of tar and chip surface before it is adopted as a county road.
- D. Roads already on the existing county road list will take precedence over any roads adopted between the passage of this resolution and July 1, 1999 for tar and chip surface unless the developer (owner/s) are willing to pay for the cost of materials for the tar and chip surface.
- E. The regulations shall not apply to existing roads or any roads which are under consideration for an acceptance before the adoption of this resolution.

WHEREAS, the Lawrence County legislative body desires to amend sub-paragraphs 6(E) to the following:

- E. These regulations shall not apply to existing roads or any roads which are under consideration for an acceptance before the adoption of the original resolution No. 19032399 and sub-paragraph 6(B) and 6(C) shall not apply to any road that upon sufficient proof to the Highway Committee of the Lawrence County Legislative body and the Lawrence County Road Superintendent is established as being in existence and is established as a public road but not an official county road on the date resolution No. 19032399 was enacted.

NOW, THEREFORE, be it resolved that the Lawrence County legislative body meeting in regular session this 25th day of March, 2003, that the Lawrence County road specifications as previously enacted in Resolution No. 19032399 are amended to provide for Paragraph 6(E) to state the following:

- E. These regulations shall not apply to existing official county roads or any roads which were under consideration for an acceptance before the adoption of the original resolution No. 19032399; furthermore sub-paragraph 6(B) and 6(C) shall not apply to any road that upon sufficient proof to the Highway Committee of the Lawrence County legislative body and the Lawrence County Road Superintendent is (1) established as being in existence and (2) is established as a public road but not an official county road on the date resolution No. 19032399 was enacted.

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

Passed this 25th day of March, 2003.


AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: HIGHWAY COMMITTEE

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session

Resolution# 14032503 <i>Resolution to amend Resolution #19032399 providing for the adoption of specifications for Lawrence County Roads</i> <i>Sponsor: Highway Committee</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, Ehridge			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, Ehridge			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				
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 Ehridge RedHill Rd, Lawrenceburg							X
YOOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto	X		X				
TOTAL VOTE:				16			16 present	2 absent
<i>Motion to approve made by Wayne Yocom, seconded by Glenn E. Woodall.</i> <i>Motion approved by roll call vote. Voting AYE: 16 NAY: 0</i> <i>Members PRESENT: 16 ABSENT: 2</i>								

FAILED

RESOLUTION NO. 15032503

RESOLUTION TO APPROVE PURCHASE OF PROPERTY BY
LAWRENCEBURG/LAWRENCE COUNTY MUNICIPAL AIRPORT

WHEREAS, Lawrenceburg/Lawrence County Municipal Airport Board had an option to purchase approximately 36.1 acres owned by Mr. Alfred Partain which property lies west of the airport and adjacent to Lone Star Road, said option providing for a purchase price of \$7,500.00 per acre; and

WHEREAS, attached hereto and incorporated herein is a proposed contract between Mr. Partain and the Lawrenceburg/Lawrence County Municipal Airport Board providing for the purchase of the aforementioned property; and

WHEREAS, the Airport Board will receive a grant for 50% of the purchase price for said property, the City of Lawrenceburg will furnish one-fourth (1/4th) of the purchase price and Lawrence County will furnish one-fourth (1/4th) of the purchase price.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 28th day of January, 2003, that the attached contract between the Lawrenceburg/Lawrence County Municipal Airport Board and Mr. Alfred Partain is hereby approved; and

BE IT FURTHER RESOLVED there is hereby appropriated from the General Fund the sum of no more than \$20,000.00 to be used for the earnest money required by said contract; and

BE IT FURTHER RESOLVED there is hereby appropriated from the General Fund sufficient funds to pay Lawrence County's share of the purchase price for said property; and

BE IT FURTHER RESOLVED that Lawrence County's funding for this purchase is contingent upon the City of Lawrenceburg paying one-half of the purchase price and upon the Airport Board receiving a grant from the State of Tennessee for one-half (1/2) of the purchase price.

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

Passed this 25th day of March, 2003.

AMETRA BAILEY, COUNTY EXECUTIVE AND CHAIR

ATTEST:

CHUCK KIZER, COUNTY CLERK

SPONSOR: ECONOMIC AND ~~COMMUNITY~~ ***FAILED*** DEVELOPMENT

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session**

Resolution# 15032503	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
Resolution to approve purchase of property by Lawrenceburg/Lawrence County Municipal Airport							
Sponsor: Economic and Community Development							
BAILEY, Jackie (17th Dist)		X	X				
BENEFIELD, Delano (10th Dist)			X				
BENEFIELD, Ronald (9th Dist)				X			
BRAZIER, Olan (13th Dist)				X			
BURNS, Franklin (12th Dist)			X				
CLIFTON, Bobby (6th Dist)				X			
CURTIS, Mark (11th Dist)				X			
DOERFLINGER, Chuck (18th Dist)	X		X				
DRYDEN, Jerry (4th Dist)			X				
GABEL, Jim (1st Dist)				X			
GILLESPIE, Dennis C. (3rd Dist)						X	
GREEN, Robert L. (2nd Dist)				X			
GRISHAM, Bill (15th Dist)				X			
MARTIN, James A. (8th Dist)				X			
SNIDER, Ricky (4th Dist)				X			
WOODALL, Glenn E. (8th Dist)				X			
WOODALL, Landon (14th Dist)							X
YOCOM, Wayne (1st Dist)				X			
TOTAL VOTE:			5	11		16 present	2 absent

Motion to approve made by Chuck Doerflinger, seconded by Jackie Bailey.

Motion failed by roll call vote. Voting AYE: 5 NAY: 11

Members PRESENT: 16 ABSENT: 2

RESOLUTION NO. 16032503

A Resolution Authorizing The Issuance Of Interest Bearing General Obligation Capital Outlay Notes Of Lawrence County, Tennessee, In An Aggregate Principal Amount Of Not To Exceed One Million Five Hundred Thousand Dollars (\$1,500,000); 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 Thereof, Premium, If Any, And Interest Thereon.

WHEREAS, under the provisions of Sections 9-21-101 et seq., Tennessee Code Annotated, subject to the approval of the State Director of Local Finance, counties in Tennessee are authorized to issue interest bearing capital outlay notes 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; and

WHEREAS, the Board of County Commissioners of Lawrence County, Tennessee (the "County") has determined that it is necessary and desirable to issue not to exceed \$1,500,000 in aggregate principal amount of capital outlay notes to provide funds for the purpose of (i) acquisition, construction, renovation and equipping of a County Courthouse annex; (ii) renovation, repair and equipping the County Courthouse; (iii) acquisition of all property, real or personal, appurtenant to the foregoing; (iv) acquisition of County vehicles; (v) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and (vi) payment of costs incident to the issuance and sale of the notes authorized herein; and

WHEREAS, it appears to the Board of County Commissioners of the County that it will be advantageous to the County to issue not to exceed \$1,500,000 in aggregate principal amount of capital outlay notes for said purposes; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing such notes, establishing the terms thereof, providing for the issuance, sale and payment of the notes and 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. The notes authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, and other applicable provisions of law.

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, and all regulations promulgated or proposed thereunder;

(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 \$1,500,000 General Obligation Capital Outlay Notes of the County, to be dated April 1, 2003, with such series designation or such other dated date as shall be determined by the County Executive pursuant to Section 7 hereof, authorized to be issued by this resolution;

(e) "Projects" shall mean (i) acquisition, construction, renovation and equipping a County Courthouse annex; (ii) renovation, repair and equipping the County Courthouse; (iii) acquisition of all property, real and personal, appurtenant thereto; (iv) acquisition of County

vehicles; and (v) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and

(f) "Registration Agent" shall mean Sentinel Trust Company, Nashville, Tennessee as registration agent and paying agent or any successor registration agent and paying agent appointed by the Governing Body.

Section 3. Authorization and Terms of the Notes. For the purpose of funding the Projects, reimbursing the County for prior expenditures for the Projects and paying the costs incident to the issuance and sale of the Notes as more fully set forth in Section 8 hereof, there are hereby authorized to be issued interest bearing capital outlay notes of the County in an aggregate principal amount of not to exceed \$1,500,000. Subject to the adjustments permitted in Section 7 hereof, the Notes shall be issued in fully registered form, without coupons, shall be known as "General Obligation Capital Outlay Notes", shall have such series designation and shall be dated April 1, 2003, or other dated date as shall be determined by the County Executive. The Notes shall bear interest at a rate or rates not to exceed five percent (5.00%) per annum, payable, subject to the adjustments permitted pursuant to Section 7 hereof, semi-annually on May 1 and November 1 until the Notes mature or are redeemed, commencing November 1, 2003. The Notes shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted by Section 7 hereof, the Notes shall mature serially or be subject to mandatory redemption and be payable on May 1 of each year as follows (but in no event shall the Notes mature greater than twelve years from the dated date of the Notes):

<u>Year</u>	<u>Amount</u>
2004	\$365,000
2005	370,000
2006	380,000
2007	385,000

Subject to adjustments permitted pursuant to Section 7 hereof, the Notes shall mature without option of prior redemption. If the redemption provisions are modified pursuant to Section 7 hereof, the Notes and 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 County 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 make all payments of principal, premium, if any, and interest with respect to the Notes as provided herein, to cancel and destroy Notes which have been paid at maturity 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, as to principal, premium, if any, and interest, in lawful money of the United States of America at the 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 day which is fifteen days preceding the interest payment date, or the fifteenth day of the preceding month if the interest payment date is on the first day of the month, (the "Regular Record Date") by check or draft mailed to such owners at such owners' 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 and premium, if any, 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 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 such authorized denomination(s), 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 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. No charge shall be made to any registered owner for the privilege of transferring any Notes, provided that any transfer tax relating to such transaction shall be paid by the 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 thereof, be exchanged for an equal aggregate principal amount of Notes of the same maturity in authorized denomination or denominations.

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

The Registration Agent is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof or as the original purchaser 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 authorized representative 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 Note)

REGISTERED _____ REGISTERED
Number _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF LAWRENCE
GENERAL OBLIGATION CAPITAL OUTLAY NOTE, SERIES 200_

Interest Rate: _____ Maturity Date: _____ Date of Note: _____ CUSIP No.:

Registered Owner: _____
Principal Amount: _____ DOLLARS

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, and to pay interest (computed on the basis of a 360 day year of twelve 30 day months) on said principal amount at the rate of interest hereinabove set forth from the date hereof until this Note matures [or is redeemed], said interest being payable on November 1, 2003, and semi-annually thereafter on May 1 and November 1. Principal hereof, [premium, if any,] and interest hereon are payable in lawful money of the United States of America by check or draft at Sentinel Trust Company, Nashville, Tennessee as registration 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, [and premium, if any,] hereof shall be made upon presentation and surrender of this Note to the Registration Agent when due.

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 does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

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.

The Notes of the issue of which this Note is one 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 such authorized denomination(s), 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 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.] No charge shall be made to any registered owner for the privilege of transferring any Notes, provided that any transfer tax relating to such transaction shall be paid by the 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 thereof, be exchanged for an equal aggregate principal amount of Notes of the same maturity in authorized denomination or denominations.

This Note is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds for (i) acquiring, constructing, renovating and equipping a County Courthouse annex; (ii) renovating, repairing and equipping the County Courthouse; (iii) acquiring all property, real and personal, appurtenant thereto; (iv) acquiring County vehicles; (v) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and (vi) payment of costs incident to the issuance and sale of the notes of which this Note is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the County on the twenty-fifth day of March, 2003.

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 [premium, if any,] 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 _____,

(Please insert Social Security or Federal Tax Identification Number _____), 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 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 tax in such amount as may be found necessary each year to pay principal of, premium, if any, and interest coming due on the Notes. Principal of, 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 direct appropriations from the general funds or other legally available funds of the County to the payment of debt service on the Notes.

Section 7. Sale of Notes.

(a) The Notes shall be offered for public sale or informal bid as required by law, at a price of not less than ninety-nine percent (99.00%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Executive, in consultation with Sentinel Trust Company, Nashville, Tennessee, the County's financial advisor. The County Executive, in consultation with Sentinel Trust Company, taking into consideration the outstanding debt of the County, the projected financing needs of the County, the debt service of the Notes and the sources of funds available to pay such debt, is authorized to designate the series designation of the Notes, to change the dated date of the Notes to a date other than April 1, 2003, and to cause to be sold an aggregate principal amount of Notes less than that shown in Section 3 hereof, to make corresponding adjustments to the maturity schedule as designated in Section 3 hereof, so long as the final maturity of the Notes does not exceed twelve years from the dated date of the Notes; to cause two or more serial maturities to be sold as a term Note with

mandatory sinking fund payments equal to each annual serial maturity; and to adjust principal payment amounts and the redemption provisions hereof, for the purpose of obtaining the lowest possible interest cost on the Notes or otherwise, and to cause all or a portion of the Notes 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. The County Executive is authorized to change the redemption provisions of the Notes so long as the redemption price shall be at par, if the Notes are originally sold at a discount or the redemption price does not exceed 101% of par, if the Notes are originally sold at par. The County Executive is further authorized to sell the Notes as a single Note having annual serial installments of principal maturing and payable in the amounts and on the dates as set forth in Section 3 hereof, as may be modified as set forth in this Section 7 hereof. The County Executive is authorized to enter into an agreement with a bond insurance company providing bond insurance for the Notes on terms not inconsistent with this Resolution.

(b) The County Executive is authorized to award the Notes to the bidder whose bid results in the lowest net interest cost to the County, provided the rate or rates on none of the Notes exceeds five percent (5.00%) per annum. The award of the Notes by the County Executive to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. 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. The County Executive and County Clerk, or either of them, are authorized to cause the Notes to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Notes.

(c) The Notes shall not be issued until after the approval of the State Director of Local Finance shall have been obtained as required by Sections 9-21-101 et seq., Tennessee Code Annotated.

Section 8. Disposition of Note Proceeds.

(a) All accrued interest, if any, 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) The remainder of the proceeds of the sale of the Notes shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the Note Construction Fund (the "Construction Fund") to be kept separate and apart from all other funds of the County. The monies in the Construction Fund shall be solely used by the County to pay other costs of the Project. Moneys in the Construction Fund shall be invested in such investments as shall be permitted by applicable law and the earnings thereon shall be retained in the Construction Fund and used for the same purposes as all other funds in the Construction Fund. Funds remaining in the Construction Fund after completion of the Project and payment of costs of issuance of the Notes shall be paid to the Trustee and used to pay principal and interest on the Notes.

Section 9. Official Statement. If the Notes are purchased by an underwriter with the intent to reoffer them to the public, then the County Executive, working with Sentinel Trust Company, Nashville, Tennessee, the County's financial advisor, is hereby authorized to provide for the preparation and distribution of a Preliminary Official Statement describing the Notes. After bids have been received and the Notes have been awarded, the County Executive 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(e)(3) of the Securities and Exchange Commission. The County Executive shall arrange for the delivery to the successful bidder on the Notes of a reasonable number of copies of the Official Statement within seven business days after the Notes have been awarded for delivery, by the successful bidder on the Notes, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Notes.

The County Executive and the County Clerk 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. Tax Covenants. 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 excluded 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 covenants that it shall take no action which may render the interest on any of said Notes subject to inclusion 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 bonds" within the meaning of Section 148 of the Code including any lawful regulations promulgated or proposed thereunder, 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 any investment proceeds of 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 becoming taxable. 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 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:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of 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 bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers ("a Trustee"; which Trustee may be the Registration Agent), in trust, on or before the date of maturity, sufficient money or Federal Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay such Notes and to pay interest thereon when due until the maturity date;

(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 Trustee 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 owners 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 premium, if any, 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 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. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices, only 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 thereto. 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 performance.

Section 13. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Notes as "qualified tax-exempt obligations", to the extent the Notes may be designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Section 9-21-101 *et seq.*, Tennessee Code Annotated, is greater than twelve (12) years.

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 affecting the security for the Notes 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.

The County Executive and the County Clerk 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.

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(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of 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 bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers ("a Trustee"; which Trustee may be the Registration Agent), in trust, on or before the date of maturity, sufficient money or Federal Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay such Notes and to pay interest thereon when due until the maturity date;

(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 Trustee 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 owners 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 premium, if any, 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 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. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices, only 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 thereto. 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 performance.

Section 13. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Notes as "qualified tax-exempt obligations", to the extent the Notes may be designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Section 9-21-101 et seq., Tennessee Code Annotated, is greater than twelve (12) years.

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 affecting the security for the Notes 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 twenty-fifth day of March, 2003.


County Executive


County Clerk

(SEAL)

The Board of County Commissioners of Lawrence County, Tennessee, met in a regular session on March 25, 2003, at 5:00 p.m., C.S.T., at the Lawrence County Courthouse, Lawrenceburg, Tennessee, with the Honorable Ametra Bailey, County Executive, presiding.

The following Commissioners were present:

Jackie Batley, Delano Benefield, Ronald Benefield, Olan Brazier, Franklin Burns, Bobby Clifton, Mark Curtis, Chuck Doerflinger, Jerry Dryden, Jim Gabel, Robert L. Green, Bill Grisham, James A. Martin, Ricky Snider, Glenn E. Woodall and Wayne Yocom.

The following Commissioners were absent:

Dennis C. Gillespie and Landon Woodall

There was also present Chuck Kizer, County Clerk.

After the meeting was duly called to order, the following resolution was introduced by

Jim Gabel, seconded by Chuck Doerflinger and after due deliberation, was

adopted by the following vote:

AYE: 16

NAY: 0

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 March 25, 2003; 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 not to exceed \$1,500,000 General Obligation Capital Outlay Notes of said County.

WITNESS my official signature and seal of said County this 25 day of March
2003.



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 meeting of the governing body of the County held on March 25, 2003; 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 \$9,480,000 School Refunding Bonds of said County.

WITNESS my official signature and seal of said County this 25 day of March,
2003.



County Clerk

The Board of County Commissioners of Lawrence County, Tennessee, met in a regular session on March 25, 2003, at 5:00 p.m., at the Lawrence County Courthouse, Lawrenceburg, Tennessee, with the Honorable Ametra Bailey, County Executive, presiding.

The following Commissioners were present:

Jackie Bailey, Delano Benefield, Ronald Benefield, Olan Brazier, Franklin Burns, Bobby Clifton, Mark Curtis, Chuck Doerflinger, Jerry Dryden, Jim Gabel, Robert L. Green, Bill Grisham, James A. Martin, Ricky Snider, Glenn E. Woodall and Wayne Yocom.

The following Commissioners were absent:

Dennis C. Gillespie and Landon Woodall

There was also present Chuck Kizer, County Clerk.

After the meeting was duly called to order, the following resolution was introduced by

____ Jim Gabel _____, seconded by _____ Ricky Snider _____ and after due deliberation, was adopted by the following vote:

AYE: 16

NAY: 0

RESOLUTION NO. 17032503

A Resolution Authorizing The Issuance Of School Refunding Bonds, In The Aggregate Principal Amount Of Not To Exceed Nine Million Four Hundred Eighty Thousand Dollars (\$9,480,000) 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, pursuant to 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 September 24, 1996, the County authorized the issuance of its School Bonds, Series 1996, dated November 1, 1996, maturing May 1, 2005 through May 1, 2016, inclusive (the "Outstanding Bonds"); and

WHEREAS, the Board of County Commissioners of the County have heretofore determined that it is necessary and advisable to refinance the Outstanding Bonds 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 \$9,480,000 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 Sections 49-3-1001, et seq., Tennessee Code, as amended, and other applicable provisions of law.

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 \$9,480,000 in aggregate principal amount of School Refunding Bonds of the County, dated as of April 1, 2003 or such other dated date and such series designation as shall be determined by the County Executive pursuant to Section 8 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) "Escrow Agent" shall mean the escrow agent appointed by the County Executive of the County, or its successor;
- (e) "Governing Body" shall mean the Board of County Commissioners of the County;

(f) "Original Purchaser" shall mean the original purchaser of the Bonds as shall be determined by the County Executive, in consultation with Sentinel Trust Company, Nashville, Tennessee, the County's financial advisor, or pursuant to an informal bid;

(g) "Outstanding Bonds" shall mean the County's outstanding School Bonds, Series 1996, dated November 1, 1996, maturing May 1, 2005 through May 1, 2016, inclusive, or such maturities thereof as shall be designated by the County Executive pursuant to Section 8 hereof;

(h) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement dated as of the date of the Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit A, subject to such changes therein as shall be permitted by Section 11 hereof; and

(i) "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. Findings of the Governing Body. It is hereby found and determined by the Governing Body as follows:

(a) The refunding of the Outstanding Bonds as set forth herein through the issuance of the Bonds will result in the reduction in debt service payable by the County over the term of the Outstanding Bonds thereby effecting a cost savings to the public; and

(b) It is advantageous to the County to deposit proceeds from the sale of the Bonds and other funds of the County, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement which, together with investment income thereon, will be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds.

Section 4. Authorization and Terms of the Bonds. For the purpose of providing funds to refund the Outstanding Bonds, 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 9 hereof, there are hereby authorized to be issued school refunding bonds of the County in an aggregate principal amount not to exceed \$9,480,000. Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds shall be designated "School Refunding Bonds" and each Bond shall be dated as of April 1, 2003 and have such series designation or such other dated date as shall be established pursuant to Section 8 hereof; shall bear interest from the date thereof at a rate or rates not exceeding five percent (5.00%) per annum, such interest being payable semi-annually on the first day of May and November of each year, commencing November 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 Original Purchaser thereof. The Bonds shall mature serially and be payable on May 1 of each year as follows, subject to the adjustments permitted in Section 6 hereof:

<u>Maturity</u>	<u>Amount</u>
2004	\$415,000
2005	635,000
2006	660,000
2007	675,000
2008	695,000
2009	715,000
2010	740,000
2011	765,000
2012	790,000
2013	825,000
2014	855,000
2015	890,000
2016	820,000

Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing May 1, 2004 through May 1, 2013 shall mature without option of prior redemption and Bonds maturing May 1, 2014 and thereafter are subject to redemption prior to maturity, at the option of

the County, on May 1, 2013 and on any date thereafter, as a whole or in part, at the redemption price of par plus interest accrued to the redemption date.

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 8 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 8 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 5. 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. The Bonds shall be additionally payable from certain sales tax revenues received by the County for school debt purposes.

Section 6. 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
SCHOOL REFUNDING BOND, SERIES 2003

Interest Rate: _____ Maturity Date: _____ Date of Bond: _____ CUSIP No.: _____
April 1, 200_

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 November 1, 2003,

and semi-annually thereafter on the first day of May and November 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, if 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: _____
County Executive

(FACSIMILE SEAL)

ATTESTED:

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 May 1, 2004 through May 1, 2013 shall mature without option of prior redemption. Bonds maturing May 1, 2013 and thereafter are subject to redemption prior to maturity at the option of the County on May 1, 2014 and on any date thereafter at the redemption price of par plus interest accrued to the redemption date.]

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 School Bonds, Series 1996, dated November 1, 1996, maturing [May 1, 2005 through May 1, 2016, inclusive,] 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 Sections 49-3-1001, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on March 25, 2003 (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 _____ (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 7. 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 8. Sale of Bonds. (a) The Bonds, or any emission thereof, shall be sold at negotiated sale or informal bid at a price of not less than ninety-eight and one-half percent (98.5%) 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 five percent (5.00%) per annum and no further action of the Governing Body shall be required. If sold at negotiated sale, 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 8.

(c) The County Executive and the County 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 4 hereof and this Section 8, 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 designation of the Bonds; (iii) to change the first interest payment date of the Bonds to a date other than November 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 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

Section 9. 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 investment earnings thereon and legally available funds of the County, if any, will be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds (subject to adjustments permitted by Section 8 above) shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein or deposited with the paying agent for the respective series of Outstanding 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 10. 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 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest on the Outstanding Bonds, the County Executive is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit A is hereby in all respects approved and the County Executive and the County Clerk are hereby authorized and directed to execute and deliver the same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Executive and the County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Outstanding Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Refunding. Prior to the issuance of the Bonds, notice of the County's intention to refund the Outstanding Bonds, to the extent required by applicable law, shall be given by the respective registration agent for the Outstanding Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such respective registration agent of said Outstanding Bonds. Such notice shall be in substantially the form provided in Exhibit B attached

hereto and by this reference made a part hereof. The County Executive and the County Clerk, or either of them, is hereby authorized and directed to authorize the respective registration agent of said Outstanding Bonds to give such notice on behalf of the County in accordance with this Section.

Section 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 25th day of March, 2003.

LAWRENCE COUNTY, TENNESSEE
By: 
County Executive

ATTEST:

By: 
County Clerk

SEAL

EXHIBIT A

REFUNDING ESCROW AGREEMENT
(attached)

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the _____ day of _____, 2003 by and between Lawrence County, Tennessee (the "County"), and _____, Tennessee (the "Agent").

W I T N E S S E T H:

WHEREAS, the County has previously authorized and issued its outstanding School Bonds, Series 1996, dated November 1, 1996, maturing [May 1, 2005 through May 1, 2016], inclusive (the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of, and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the County has authorized and issued its School Refunding Bonds, Series 200_, dated _____ 2003 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds, together with legally available funds of the County, will be deposited in escrow with the Agent hereunder and applied to the purchase of certain securities described herein, the principal amount thereof to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of, premium, if any, and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the County, if applicable, and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the County in and to \$ _____, consisting of \$ _____ derived from the proceeds of the sale of the Refunding Bonds and \$ _____ of other legally available funds of the County.

DIVISION II

All right, title and interest of the County in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the County or by anyone in its

behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agent" shall mean _____, _____, Tennessee, its successors and assigns;

"Agreement" shall mean this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent;

"Bond Resolution" shall mean the resolution adopted by the Board of County Commissioners of the County on March 25, 2003 authorizing the Refunding Bonds;

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"County" shall mean Lawrence County, Tennessee;

"Escrow Fund" shall have the meaning ascribed to it in Section 2.01 hereof;

"Escrow Property", "escrow property" or "escrowed property" shall mean the property, rights and interest of the County that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government Securities" shall mean obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Bonds" shall mean the County's outstanding School Bonds, Series 1996, dated November 1, 1996, maturing [May 1, 2005 through May 1, 2016, inclusive];

"Refunding Bonds" shall mean the County's School Refunding Bonds, Series 200_, dated _____, 1, 2003; and

"Written Request" shall mean a request in writing signed by the County Executive of the County or by any other officer or official of the County duly authorized by the County to act in her place.

SECTION 1.02. Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.01. Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$ _____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.02. Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(a) the amount of \$ _____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(b) the amount of \$ _____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.03. Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent or agents, or their successors, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

SECTION 2.04. Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

SECTION 2.05. Reports. The Escrow Agent shall deliver to the County Clerk of the County a report summarizing all transactions relating to the Escrow Fund within thirty (30) days of the termination of this Agreement, which shall summarize all transactions relating to the Escrow Fund.

SECTION 2.06. Investment of Monies Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.07. Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08. Redemption of Outstanding Bonds. The Agent shall give notice of a May 1, 2004 redemption in accordance with the resolution authorizing the issuance of the Outstanding Bonds to the bondholders of the Outstanding Bonds [maturing May 1, 2005 through May 1, 2016, inclusive] in substantially the form attached hereto as Exhibit C.

ARTICLE III

CONCERNING THE AGENT

SECTION 3.01. Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.03. Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, County or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest

earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.04. Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.06. Payment of Deficiency by County. The County agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Section 2.01 hereof to assure the payment when due of the principal of and interest on the Outstanding Bonds.

SECTION 3.07. No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.08 hereof.

SECTION 3.08. Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.09. Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Lawrence County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.08. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.10. Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.08 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the County and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

SECTION 3.11. Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.08 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.08 hereof.

SECTION 3.12. Payment to Agent. The County agrees to pay the sum of the Agent, as reasonable and proper compensation under this Agreement, a sum of \$ _____, to be payable on each _____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that, to the extent permitted by applicable law, the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

SECTION 4.02. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.03. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.04. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

County Executive
Lawrence County Courthouse
Lawrenceburg, Tennessee 38464

To the Agent:

The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.05. Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.06. Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.07. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Executive and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officers, all as of the day and date first above written.

LAWRENCE COUNTY, TENNESSEE

By: *Amelia Bailey*
County Executive

(SEAL)

[Signature]
County Clerk

as Escrow Agent

By: _____
Title: _____

ATTEST:

Title: _____

EXHIBIT A

Lawrence County, Tennessee

Debt Service Schedule of **School Bonds, Series 1996, dated November 1, 1996, maturing [May 1, 2005 through May 1, 2016, inclusive]**, to the Redemption Date, With Name and Address of the Paying Agent and Date and Amount of Redemption

Payment Date	Principal Payable	Principal Redeemed	Interest Payable	Redemption Premium	Total Debt Service
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Paying Agent: Sentinel Trust Company
Nashville, Tennessee

EXHIBIT B

Government Securities

<u>Amount</u>	<u>Cost</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
---------------	-------------	----------------------	----------------------

Total Cost of Securities: \$ _____
Initial Cash Deposit: \$ _____

EXHIBIT B

LAWRENCE COUNTY, TENNESSEE

NOTICE OF INTENTION TO ISSUE REFUNDING BONDS

To the owners of School Bonds, Series 1996, dated November 1, 1996, maturing [May 1, 2005 through May 1, 2016,] inclusive (the "Refunded Bonds") of Lawrence County, Tennessee:

Notice is hereby given that Lawrence County, Tennessee intends to refund the Refunded Bonds by the issuance of School Refunding Bonds, Series 200_ (the "Refunding Bonds") of said County and deposit with _____, Tennessee, as Escrow Agent, a portion of the proceeds of the Refunding Bonds [and other legally available funds of the County] sufficient, together with investment income therefrom, to provide for the payment of principal of, premium, if any, and interest on the Refunded Bonds until maturity or redemption. The Refunded Bonds maturing [May 1, 2005 through May 1, 2016, inclusive] will be redeemed on May 1, 2004, at a redemption price of one hundred two percent of par, plus accrued interest to the redemption date. The estimated date of delivery of the Refunding Bonds is _____, 200_.

LAWRENCE COUNTY, TENNESSEE

By: Chuck Kizer, County Clerk

EXHIBIT C

NOTICE OF REDEMPTION
LAWRENCE COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Lawrence County, Tennessee (the "County") has elected to and does exercise its option to call and redeem on May 1, 2004 all of the County's outstanding bonds as follows:

School Bonds, Series 1996, dated November 1, 1996, maturing May 1, 2005 through May 1, 2016, inclusive (the "Refunded Bonds")

The owners of the above-described Refunded Bonds are hereby notified to present same to the offices of Sentinel Trust Company, 8122 Sawyer Brown Road, Nashville, Tennessee, where redemption shall be made at the redemption price of one hundred two percent (102%) of par plus interest accrued to the redemption date.

The redemption price will become due and payable on May 1, 2004 upon each such Refunded Bond herein called for redemption and such Refunded Bond shall not bear interest beyond May 1, 2004.

Important Notice: Withholding of 30% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2001 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

SENTINEL TRUST COMPANY
As Registration and Paying Agent

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session**

	ABSENT	PRESENT	PASS	NAY	AYE	SECOND	MOTION
Resolution#17032503 <i>Resolution authorizing the issuance of School Refunding Bonds, in the aggregate principal amount of not to exceed \$9,480,000 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</i> Sponsor:							
BAILEY, Jackie (17 th Dist) (762-3716) 411 6 th St. L'burg (964-2430)		X					
BENEFIELD, Delano (10 th Dist) 4628 Hwy 43 N, Summertown (829-2358)		X					
BENEFIELD, Ronald (9 th Dist) 91 Benefield Ln, Ethridge (762-5501)		X					
BRAZIER, Olan (13 th Dist) 175 Reed Patch Rd, L'burg (964-3404)		X					
BURNS, Franklin (12 th Dist) 383 L'burg Henryville, Ethridge (853-4809)		X					
CLIFTON, Bobby (6 th Dist) 409 Busby Rd, Loretto (964-2182)		X					
CURTIS, Mark (11 th Dist) 149 Railroad Bed Pike, Summertown (762-3117)		X					
DOERFLINGER, Chuck (18 th Dist) 230 Parkes Ave, Lawrenceburg (762-7118)		X					
DRYDEN, Jerry (4 th Dist) 12 Ingram Rd, Leoma (852-2899)		X					
GABEL, Jim (1 st Dist) 2773 Hwy 43/PO Box 176, Leoma (556-2281)		X					
GILLESPIE, Dennis C. (3 rd Dist) 286 Blooming Grove Rd, Five Points (853-6709)	X						
GREEN, Robert L. (2 nd Dist) 404 N MIL/PO Box 224, Loretto (762-6640)		X					
GRISHAM, Bill (15 th Dist) 199 Walden Rd, Lawrenceburg (762-7283)		X					
MARTIN, James A. (8 th Dist) 1547 McCarter Rd, Lawrenceburg (762-5340)		X					
SNIDER, Ricky (4 th Dist) 793 Wesley Chapel Rd, Lawrenceburg (766-1040)		X					
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, L'burg (762-3159)		X					
WOODALL, Landon (14 th Dist) 858 Ehrhridge RedHill Rd, Lawrenceburg (853-6725)		X					
YOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto TOTAL VOTE:					16		
Motion to approve made by Jim Gabel, seconded by Ricky Snider. Motion approved by roll call vote. Voting AYE: 16 NAY: 0 Members PRESENT: 16 ABSENT: 2							16 present 2 absent

NOTARY MEETING MARCH 25th 2003

Malcolm P Shouse	Yosemite Ins Co
Linda Clark	Western Surety CO
Tony Johnson	Western Surety Co
Andrea Huddleston	Randy Hillhouse & Patricia Brown
Janice Moore	National Grange Mutual Co
Amy D Crawford	Western Surety Co
Jo Molltoy	Western Surety CO
Joyce Weaver	Western Surety CO
Beth Brooks	Western Surety Co
Mary Ann Ray	Western Surety Co
Anna M Wheelley	Western Surety Co
Dan Foster	Western Surety Co
Teressa Fisher	R1I Insurance Co
Paul Martin	RLI Insurance Co
Sherri Renee Brewer	Western Surety Co
M'Lee Huddjins	Western Surety Co
R L Sanford	Western Surety Co
Bobby Newton	Western Surety Co
Luther Brown	Harold Newton & Irving Dorrning
Vila Campbell	Bobby Newton & Bernice King
Laine Townsend	Western Surety Co
Raleigh Kent	Western Surety Co
Susan M Moore	National Grange Mutual Co
Chris Frakes	Western Surety Co

LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session

Resolution#		MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
Notaries								
Sponsor:								
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, Ehrhridge	X						
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg							
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ehrhridge		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							X
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 Ehrhridge RedHill Rd, Lawrenceburg							X
YOOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto							
TOTAL VOTE:				16			16 present	2 absent

Motion to approve made by Ronald Benefield; seconded by Franklin Burns.

Motion approved by unanimous voice vote. Voting AYE: 16 NAY: 0

Members PRESENT: 16 ABSENT: 2

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
March 25, 2003 Regular Session**

Resolution#		MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
<i>Sponsor:</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, Ehrhidge	X						
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg							
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ehrhidge							
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							X
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 Ehrhidge RedHill Rd, Lawrenceburg							X
YOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto		X					
TOTAL VOTE:				16			16 present	2 absent

Motion to approve made by Ronald Benefield, seconded by Wayne Yocom.

Motion approved by unanimous voice vote. Voting AYE: 16 NAY: 0

Members PRESENT: 16 ABSENT: 2