

AGENDA

TO THE LAWRENCE COUNTY BOARD OF COMMISSIONERS
LAWRENCE COUNTY, TENNESSEE

February 19, 2004
5:00 p.m.

SPECIAL SESSION

CALL TO ORDER BY THE CHAIR

ROLL CALL

INVOCATION:

PLEDGE:

PUBLIC COMMENTS


1. RESOLUTION NO: 01021904
A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AGREEMENTS TO ACQUIRE BUILDING(S) FOR COUNTY PURPOSES
SPONSOR: AMETRA BAILEY
2. RESOLUTION NO: 02021904
RESOLUTION APPROVING ACCEPTANCE OF BID ON 2003 WATER SYSTEM IMPROVEMENTS FOR CEMETERY ROAD WATER LINE EXTENSION
SPONSOR: BUDGET COMMITTEE
3. RESOLUTION NO: 03021904
RESOLUTION TO APPOINT ACCOUNTS AND BUDGET DIRECTOR
SPONSOR: AMETRA BAILEY
4. RESOLUTION NO: 04021904
RESOLUTION TO SET THE SALARY OF ACCOUNTS AND BUDGET DIRECTOR
SPONSOR: AMETRA BAILEY
5. RESOLUTION NO. 05021904
RESOLUTION TO APPROVE THE APPOINTMENT OF ANNA WHEELLEY AS PURCHASING AGENT AND SETTING SALARY FOR PURCHASING AGENT
SPONSOR: AMETRA BAILEY
6. RESOLUTION NO: 06021904
RESOLUTION AUTHORIZING THE ISSUANCE OF SCHOOL REFUNDING BONDS N THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$3,425,000) 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 TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.
SPONSOR: BUDGET COMMITTEE

NOTARIES


CHAIR, LAWRENCE COUNTY LEGISLATIVE BODY


AMETRA BAILEY, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
February 19, 2004 Special Session**

CALL TO ORDER: Ametra Bailey, County Mayor
ROLL CALL: Chuck Kizer, County Clerk
INVOCATION: Jerry Dryden, County Commissioner
PLEDGE: Chuck Doerflinger, County Commissioner

	PRESENT	ABSENT
BAILEY, Jackie (9 th Dist) 411 6 th St, Lawrenceburg (853-4809)	X	
BENEFIELD, Delano (10 th Dist) 4628 Hwy 43 N, Summertown (964-2430)	X	
BENEFIELD, Ronald (7 th Dist) 91 Benefield Lane, Ethridge (829-2358)	X	
BRAZIER, Olan (5 th Dist) 175 Reed Patch Rd, Lawrenceburg (762-5501)	X	
BURNS, Franklin (6 th Dist) 383 L'burg Henryville, Ethridge (964-3404)	X	
CLIFTON, Bobby (6 th Dist) 409 Busby Rd, Loretto (853-4809)	X	
CURTIS, Mark (11 th Dist) 149 Railroad Bed Pike, Summertown (964-2182)	X	
DOERFLINGER, Chuck (18 th Dist) 230 Parkes Ave, Lawrenceburg (762-3117)	X	
DRYDEN, Jerry (4 th Dist) 12 Ingram Rd, Leona (762-7118)	X	
GABEL, Jim (1 st Dist) 2773 Hwy 43/PO Box 176, Leona (852-2899)	X	
GILLESPIE, Dennis C. (3 rd Dist) 286 Blooming Grove Rd, Five Points (556-2281)	X	
GREEN, Robert L. (2 nd Dist) 404 N Mill/PO Box 224, Loretto (853-6709)	X	
GRISHAM, Bill (15 th Dist) 199 Walden Rd, Lawrenceburg (762-6640)	X	
MARTIN, James A. (8 th Dist) 1547 McCarter Rd, Lawrenceburg (762-7283)	X	
SNIDER, Ricky (4 th Dist) 2757 Hwy 43 S, Leona (762-5340)	X	
WOODALL, Glenn E. (8 th Dist) 1401 Hart Ave, Lawrenceburg (766-1040)	X	
WOODALL, Landon (14 th Dist) 858 Ethridge, Red Hill Rd, Lawrenceburg (762-3159)	X	
YOCCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto (853-6725)	X	
TOTAL:	18	
Total members present: 18		
Total members absent: 0		

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

Resolution#	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
<i>Motion made by Jim Gabel to adjourn meeting</i>							
<i>SPONSOR:</i>							
BAILEY, Jackie (17 th Dist)				X			
BENEFIELD, Delano (10 th Dist)				X			
BENEFIELD, Ronald (9 th Dist)				X			
BRAZIER, Olan (13 th Dist)				X			
BURNS, Franklin (12 th Dist)				X			
CLIFTON, Bobby (6 th Dist)				X			
CURTIS, Mark (11 th Dist)				X			
DOERFLINGER, Cluck (18 th Dist)				X			
DRYDEN, Jerry (4 th Dist)				X			
GABEL, Jim (1 st Dist)	X		X				
GILLESPIE, Dennis C. (3 rd Dist)				X			
GREEN, Robert L. (2 nd Dist)				X			
GRISHAM, Bill (15 th Dist)				X			
MARTIN, James A. (8 th Dist)				X			
SNIDER, Ricky (4 th Dist)				X			
WOODALL, Glenn E. (8 th Dist)		X	X				
WOODALL, Landon (14 th Dist)				X			
YOOCOM, Wayne (1 st Dist)				X			
TOTAL VOTE:							
<i>Motion to approve made by Jim Gabel; seconded by Glenn Woodall.</i>							
<i>Motion failed by roll call vote. Voting AYE: 2 NAY: 16</i>							
<i>Members PRESENT: 18 ABSENT: 0</i>							
			2	16		present	absent

RESOLUTION NO: 01021904

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO AGREEMENTS TO ACQUIRE BUILDING(S) FOR COUNTY PURPOSES

WHEREAS, the Board of County Commissioners of Lawrence County has found it necessary to provide for additional office space in order to meet the present and future needs of a growing population in the County, and

WHEREAS, the Board of County Commissioners has also determined that acquisition of facilities in lieu of new construction can provide a cost-saving to the public; and

WHEREAS, the benefits of acquiring existing facilities can also provide immediate relief from overcrowding and limited parking that current facilities now provide to citizens and visitors of the County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lawrence County, Tennessee, meeting in special session this 19th, day of February, 2004, as follows:

Section 1: The County Mayor, in consultation with the Facilities Committee, is hereby authorized to enter into agreement(s) to acquire building(s) which will meet the needs of Lawrence County.

Section 2. The County Mayor, in consultation the Budget Committee, is further authorized to submit a plan of financing for the acquisition of such facilities to be considered at the next regular meeting of the Board of County Commissioners.

This Resolution shall take effect upon its adoption and approval.



AMETRA BAILEY, COUNTY MAYOR AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: AMETRA BAILEY

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
February 19, 2004 Special Session**

Resolution#01021904

Resolution authorizing the County Mayor to enter into agreements to acquire building(s) for County purposes

	ABSENT	PRESENT	PASS	NAY	AYE	SECOND	MOTION
Sponsor: Aneeta Bailey							
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, Ehrhridge (829-2358)
BRAZIER, Olan (13 th Dist)			X				
							175 Reed Patch Rd, L'burg (762-5501)
BURNS, Franklin (12 th Dist)			X				
							383 L'burg Henryville, Ehrhridge (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			X	
							230 Parkes Ave, Lawrenceburg (762-3117)
DRYDEN, Jerry (4 th Dist)			X			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				
							(766-1040) 1401 Hart Ave, L'burg
WOODALL, Landon (14 th Dist)			X				
							858 Ehrhridge RedHill Rd, Lawrenceburg (762-3159)
YOCOM, Wayne (1 st Dist)			X				
							148 Rigling Rd, Loretto (853-6725)
TOTAL VOTE:							
Motion to approve made by Jerry Dryden; seconded by Chuck Doerflinger.							
Motion approved by roll call vote. Voting AYE: 18 NAY: 0					18		
Members PRESENT: 18 ABSENT: 0						18 present	0 absent

RESOLUTION NO: 02021904

RESOLUTION APPROVING ACCEPTANCE OF BID ON
2003 WATER SYSTEM IMPROVEMENTS FOR CEMETERY ROAD
WATER LINE EXTENSION


WHEREAS, on Tuesday, January 20, 2004, at 4:00 P.M. Local Time, bids were received and opened for the 2003 WATER SYSTEM IMPROVEMENTS FOR CEMETERY ROAD WATER LINE EXTENSION, for Lawrence County;

WHEREAS, a total of three (3) bids were received for 2003 WATER SYSTEM IMPROVEMENT S FOR CEMETERY ROAD WATER LINE EXTENSION and opened for this project, with Hawkins and Price Construction Company, Inc. of Wartrace, Tennessee being the low bidder in the Base Bid amount of \$154,540.00;

NOW, THEREFORE, BE IT RESOLVED, by the Lawrence County Board of Commissioners meeting in special session this 19th, day of February, 2004, that the Summertown Utility District, acting through its County Mayor and Board of Commissioners, agrees to award the 2003 WATER SYSTEM IMPROVEMENTS FOR CEMETERY ROAD to Hawkins and Price Construction Company, Inc. of Wartrace, Tennessee, in the Base Bid amount of \$154,540.00.


AMETRA BAILEY, COUNTY MAYOR AND CHAIR

Attest:


CHUCK KIZER, COUNTY CLERK

SPONSOR: BUDGET COMMITTEE

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
February 19, 2004 Special Session**

Resolution#02021904

Resolution approving acceptance of bid on 2003 water system improvements for Cemetery Road water line extension

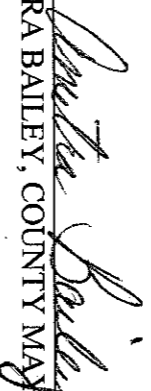
	ABSENT	PRESENT	PASS	NAY	AYE	SECOND	MOTION
<i>sponsor: Budget Committee</i>							
BAILLEY, Jackie (17 th Dist)					X		
							(762-3716) 411 6 th St, L'burg.
BENEFIELD, Delano (10 th Dist)				X			(964-2430) 4628 Hwy 43 N, Summertown
BENEFIELD, Ronald (9 th Dist)				X			(829-2358) 91 Benefield Ln, Ehrhridge
BRAZIER, Olan (13 th Dist)				X			(762-5501) 175 Reed Patch Rd, L'burg
BURNS, Franklin (12 th Dist)				X		X	(964-3404) 383 L'burg Henryville, Ehrhridge
CLIFTON, Bobby (6 th Dist)				X			(853-4809) 409 Busby Rd, Loretto
CURTIS, Mark (11 th Dist)				X	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, Leoma
GABEL, Jim (1 st Dist)				X			(852-2899) 2773 Hwy 43/PO Box 176, Leoma
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 Mill/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 Ehrhidge Redhill Rd, Lawrenceburg
YOOCOM, Wayne (1 st Dist)				X			(853-6725) 148 Rigling Rd, Loretto
TOTAL VOTE:							
Motion to approve made by Franklin Burns; seconded by Mark Curtis.					18		
Motion approved by roll call vote. Voting AYE: 18 NAY: 0							
Members PRESENT: 18 ABSENT: 0						18 present	0 absent

RESOLUTION NO: 03021904

RESOLUTION TO APPOINT ACCOUNTS AND BUDGET DIRECTOR

NOW, THEREFORE, BE IT RESOLVED, by the Lawrence County Board of Commissioners meeting in special session this 19th, day of February, 2004, to approve the appointment of Teresa Purcell as the Accounts and Budget Director.

This Resolution shall take effect upon its adoption and approval.



AMETRA BAILEY, COUNTY MAYOR AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: AMETRA BAILEY

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
February 19, 2004 Special Session**

Resolution#03021904

Resolution to appoint Accounts and Budget Director

sponsor: Aneeta 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, 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, Loreto (853-4809)			X				
CURTIS, Mark (11 th Dist) 149 Railroad Bed Pike, Summertown (964-2182)			X				
DOERFLINGER, Chuck (18 th Dist) 230 Parkes Ave, Lawrenceburg (762-3117)			X				
DRYDEN, Jerry (4 th Dist) 12 Ingram Rd, Leoma (762-7118)			X				
GABEL, Jim (1 st Dist) 2773 Hwy 43/PO Box 176, Leoma (852-2899)			X				
GILLESPIE, Dennis C. (3 rd Dist) 286 Blooming Grove Rd, Five Points (556-2281)		X	X				
GREEN, Robert L. (2 nd Dist) 404 N Mill/PO Box 224, Loreto (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				
YOOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loreto (853-6725)		X	X				
TOTAL VOTE:							
<i>Motion to approve made by Wayne Yocom, seconded by Dennis Gillespie.</i>							
<i>Motion approved by roll call vote. Voting AYE: 18 NAY: 0</i>							
<i>Members PRESENT: 18 ABSENT: 0</i>						18 present	0 absent

RESOLUTION NO: 04021904

RESOLUTION TO SET THE SALARY OF ACCOUNTS AND BUDGET DIRECTOR

NOW, THEREFORE, BE IT RESOLVED, by the Lawrence County Board of Commissioners meeting in special session this 19th, day February, 2004, to set the salary of the Accounts and Budget Director in the amount of \$43,000.00 annually.

Ametra Bailey
AMETRA BAILEY, COUNTY MAYOR AND CHAIR

ATTEST:

Chuck Rizer
CHUCK RIZER, COUNTY CLERK

SPONSOR: AMETRA BAILEY

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
February 19, 2004 Special Session**

Resolution#04021904

Resolution to set the salary of Accounts and Budget Director

sponsor: Anetra 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, 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 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 Ehrhridge RedHill Rd, Lawrenceburg (762-3159)			X				
YOCOM, Wayne (1 st Dist) 148 Rigling Rd, Loretto (853-6725)			X				
TOTAL VOTE:			18			18 present	0 absent

Motion to approve made by Jerry Dryden; seconded by Ricky Snider.

Motion approved by roll call vote. Voting AYE: 18 NAY: 0

Members PRESENT: 18 ABSENT: 0

RESOLUTION NO. 05021904

RESOLUTION TO APPROVE THE APPOINTMENT OF ANNA WHEELLEY AS PURCHASING AGENT AND SETTING SALARY FOR PURCHASING AGENT

NOW, THEREFORE, BE IT RESOLVED, by the Lawrence County Board of Commissioners meeting in special session this 19th day of February, 2004, to approve the appointment of Anna Wheelley and to set the salary of the Purchasing Agent at \$27,000.00 annually.

This Resolution shall take effect upon its adoption and approval.



AMETRA BAILEY, COUNTY MAYOR AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: AMETRA BAILEY

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
February 19, 2004 Special Session**

Resolution#05021904

Resolution to approve the appointment of Anna Wheeley as Purchasing Agent and setting salary for Purchasing Agent

	ABSENT	PRESENT	PASS	NAY	AYE	SECOND	MOTION
Sponsor: Ametra Bailey							
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					
					(829-2358) 91 Benefield Ln, Ehrhridge		
BRAZIER, Olan (13 th Dist)		X					
					(762-5501) 175 Reed Patch Rd, L'burg		
BURNS, Franklin (12 th Dist)		X					
					(964-3404) 383 L'burg Henryville, Ehrhridge		
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, Leoma		
GABEL, Jim (1 st Dist)		X					
					(852-2899) 2773 Hwy 43/PO Box 176, Leoma		
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 Mill/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 Ehrhridge RedHill Rd, Lawrenceburg		
YOCOM, Wayne (1 st Dist)		X					
					(853-6725) 148 Rigling Rd, Loretto		
TOTAL VOTE:							
Motion to approve made by James Martin; seconded by Dennis Gillespie. Motion approved by roll call vote. Voting AYE: 18 NAY: 0 Motion to amend made by Jim Gabel to set salary same as Budget Director. Motion failed for lack of a second.						18	
Members PRESENT: 18 ABSENT: 0						18 present	0 absent

RESOLUTION NO.: 06021904

RESOLUTION AUTHORIZING THE ISSUANCE OF SCHOOL REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$3,425,000) 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 TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to authority granted by Sections 49-3-1001, et seq., and 9-21-901, et seq., Tennessee Code Annotated, as amended, Lawrence County, Tennessee (the "County") has issued its outstanding School Bonds, Series 1997, dated February 1, 1997, maturing May 1, 2005 through May 1, 2016, inclusive (the "Refunded Bonds"); and

WHEREAS, the Refunded Bonds, or a portion thereof, as shall be determined by the County Mayor, in consultation with County's Financial Advisor (as defined herein), can now be refinanced at a lower interest cost, thereby effecting a cost savings to the public; and

WHEREAS, counties in Tennessee are authorized by Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, to issue, by resolution, bonds to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, the Board of County Commissioners of the County has heretofore determined that in order to provide the funds necessary to accomplish said refunding of the Refunded Bonds, it is necessary to issue school refunding bonds, in one or more emissions, of the County; and

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

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing not to exceed \$3,425,000 in aggregate principal amount of said bonds, in one or more emissions, in book-entry only form, 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, meeting in special session on this the 19th day of February, 2004, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 49-3-1001, et seq., Tennessee Code Annotated and 9-21-101, et seq., Tennessee Code Annotated, 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) "Bond Purchase Agreement" to the extent the Bonds, or any emission thereof are sold at a negotiated sale, means a Bond Purchase Agreement, dated as of the sale of the Bonds, or any emission thereof, entered into by and between the County and the Underwriter, in substantially the form of the document attached hereto and incorporated herein by reference as Exhibit A, subject to such changes therein as shall be permitted by Section 8 hereof;

(b) "Bonds" means the not to exceed \$3,425,000 School Refunding Bonds, in one or more emissions, of the County, having such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof;

(c) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(d) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(e) "County" means Lawrence County, Tennessee;

(f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) "Escrow Agent" means the escrow agent appointed by the County Mayor of the County, or its successor;

(k) "Financial Advisor" means Guardian Advisors, LLC, Hohenwald, Tennessee;

(l) "Governing Body" means the Board of County Commissioners of the County;

(m) "Refunded Bonds" means the County's outstanding School Bonds, Series 1997, dated February 1, 1997, maturing May 1, 2005 through May 1, 2016, inclusive, as designated by the County Mayor, in consultation with the Financial Advisor, which achieve cost savings objectives of the County;

(n) "Refunding Escrow Agreement" means 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 B, subject to such changes therein as shall be permitted by Section 11 hereof;

(o) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Mayor, or any successor designated by the Governing Body; and

(s) "Underwriter" to the extent the Bonds, or any emission thereof, are sold at a negotiated sale, means the original purchaser of the Bonds as determined by the County Mayor, in consultation with the County's Financial Advisor, as set forth in the Bond Purchase Agreement.

Section 3. Findings of the Governing Body. It is hereby found and determined by the Governing Body as follows:

(a) The refunding of the Refunded 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 Refunded 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 Refunded Bonds.

Section 4. Authorization and Terms of the Bonds. For the purpose of providing funds to refund all or a portion of the Refunded Bonds and to pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there is hereby authorized to be issued bonds, in one or more emissions, of the County in the aggregate principal amount of not to exceed \$3,425,000. The Bonds shall be issued in fully registered, book-entry form, without coupons, shall be known as "School Refunding Bonds and, subject to the adjustments permitted under Section 8, shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The Bonds, or any emission thereof, shall bear interest at a such rate or rates not exceeding five percent (5.00%) per annum, payable semi-annually on April 1 and October 1 in each year, commencing October 1, 2004, subject to the adjustments permitted under Section 8. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the Underwriter thereof, if sold at negotiated sale or as shall be requested by the original purchaser thereof, if sold at informal bid. The Bonds, or any emission thereof, shall mature serially or be subject to mandatory redemption and be payable on April 1 of each year as follows (subject to the adjustments permitted under Section 8 hereof):

<u>Year</u>	<u>Amount</u>
2005	\$255,000
2006	260,000
2007	260,000
2008	265,000
2009	270,000
2010	280,000
2011	285,000
2012	290,000
2013	300,000
2014	310,000
2015	320,000
2016	330,000

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing April 1, 2005 through April 1, 2011 shall mature without option of prior redemption. Bonds maturing on and after April 1, 2012 shall be subject to redemption on April 1, 2011 and on any date thereafter, in whole or in part, at the option of the County, at a redemption price of par plus interest accrued to the date of redemption. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, 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 shall determine.

(c) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any emission thereof, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory 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.

(d) 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. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) 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.

(e) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds, or any emission thereof, and hereby authorizes and directs the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, 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 earlier 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 Mayor 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 and 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.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft 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 depositing said payment in the United States mail, postage prepaid, addressed 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 and premium, if any, 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. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that 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, premium, if any, and interest on the Bonds when due.

(h) 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 the Bond 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 publication of 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. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal

aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE

BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, 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.

(m) 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 in 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, or any emission thereof, shall be additionally payable from, although not secured by, 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 _____

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

Registered Owner: CEDE & CO.

Principal Amount: _____

FOR VALUE RECEIVED, Lawrence County, Tennessee (the "County") 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 upon 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 [October 1, 2004], and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____,

_____ 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.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee. Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the

County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[The Bonds of the series of Bonds of which this Bond maturing April 1, 2005 through April 1, 2011 shall mature without option of prior redemption. The Bonds of the series of which this Bond is one maturing April 1, 2012 and thereafter are subject to redemption on April 1, 2011 and on any date thereafter, as a whole or in part, at the option of the County, at a redemption price of par plus accrued interest to the date of redemption.]

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds 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 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 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. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. 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 in the Resolution, as hereafter defined.]

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 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 during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds to refund the County's outstanding School Bonds, Series 1997, dated February 1, 1997, maturing May 1, 2005 through May 1, 2016, inclusive, and to pay the costs of issuance of the Bonds of the issue of which this Bond is one, pursuant to Sections 49-3-1001 et seq., Tennessee Code Annotated and Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 19th day of February, 2004. (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. The Bonds, or any emission thereof, shall be additionally payable from, but not secured by, certain revenues received or to be received by the County from certain sales tax revenues received by the County for school debt purposes. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the 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.

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 Mayor with her manual or facsimile signature and attested by its County Clerk with his manual or [facsimile] signature under an [impression or] [facsimile] of the corporate seal of the County, all as of the date hereinabove set forth.

LAWRENCE COUNTY

BY: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

Transferable and payable at the
principal corporate trust office of: _____

Date of Registration: _____

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

Registration Agent

By: _____
Authorized Officer

(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 and interest coming due on the Bonds in said year. Principal 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 Bonds, or any emission thereof, shall be additionally payable from certain sales tax revenues received by the County for school debt service. The tax herein provided may be reduced to the extent of any appropriations to the payment of debt service on the Bonds from other funds, taxes and revenues of the County and the sales tax revenues to be used for school purposes.

Section 8. Sale of Bonds. (a) The Bonds, or any emission thereof, shall be sold at informal bid or negotiated sale at a price of not less than ninety-eight and seventy-five one hundredths percent (98.75%) of par, less original issue discount on the Bonds, plus accrued interest, as a whole or in part, from time to time, as shall be determined by the County Mayor of the County in consultation with the County's financial advisor, Guardian Advisors, LLC (the "Financial Advisor").

(b) The County Mayor is authorized:

- (1) to determine the dated date of the Bonds, or any emission thereof;
- (2) to change the first interest payment due on the Bonds or any emission thereof to a date other than October 1, 2004; provided that such date is not later than twelve months from the dated date of the Bonds, or any emission thereof;
- (3) to cause fewer than the Outstanding Bonds to be refunded, so long as it will maximize the cost savings objectives of the County and to decrease the total amount authorized to be issued herein to maximize the cost savings objectives of refunding the Outstanding Bonds;
- (4) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any emission thereof, provided that (A) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein, as shall be adjusted pursuant to paragraph (3) above, (B) the first maturity date of the Bonds or any emission thereof is a date not earlier than April 1, 2005, and (C) the final maturity date of each emission shall not exceed one year later than the final maturity of the Outstanding Bonds;
- (5) to provide for optional redemption of the Bonds, provided that any premium amount to be paid on the Bonds or any emission thereof does not exceed two percent (2%) of the principal amount thereof;
- (6) to sell less than the authorized principal amount of Bonds authorized herein;
- (7) to sell the Bonds, or any emission thereof, 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 Mayor, as she shall deem most advantageous to the County; and

- (8) 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 interests of the County and to enter into agreements with such insurance company with respect to any emission of Bonds to the extent not inconsistent with this Resolution.

(c) The County Mayor is authorized to sell the Bonds, or any emission thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any emission thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more emissions or series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "School Refunding Bonds", provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) If the Bonds are sold at informal bid, the County Mayor is authorized to award the Bonds, or any emission thereof, to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed five percent (5.00%) per annum. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. If the Bonds, or any emission thereof, are sold at a negotiated sale, the County is authorized to sell the Bonds to the Underwriter at the price set forth in paragraph (a) 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 the Bonds, or any emission thereof, are sold at a negotiated sale, the County Mayor is authorized to execute and the County Clerk to attest the Bond Purchase Agreement, providing for the purchase and sale of the Bonds, or any emission thereof. The Bond Purchase Agreement shall be in the form attached hereto as Exhibit A, provided the Bond Purchase Agreement effects the sale of the Bonds, or any emission thereof, 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. 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.

(e) The County Mayor and County Clerk, or either of them, are authorized to cause the Bonds, or any emission thereof, in book-entry form, to be authenticated and delivered by the Registration Agent to the successful bidder, if sold at a public sale, or to the Underwriter if sold at a negotiated sale, and to execute, publish, and deliver all certificates and documents, including an official statement, the Bond Purchase Agreement, if sold at a private sale, having terms consistent with Section 4 and this Section 8, and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor and the County Clerk are hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds.

Section 9. Disposition of Bond Proceeds. The 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 Refunded 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, at the option of the County Mayor, deposited with the Paying Agent for the Refunded Bonds; and

(c) the remainder of the proceeds of the sale of the Bonds shall be used to pay the costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any,

administrative and clerical costs, rating agency fees, Registration Agent fees, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

Section 10. Official Statement. The County Mayor and County Clerk, or either of them, working with the Financial Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After the Bonds have been sold, the County Mayor and the County Clerk, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor and the County Clerk, or either of them, shall arrange for the delivery to the Underwriter a reasonable number of copies of the Official Statement within seven business days after the Bonds have been sold to the Underwriter, to each potential investor requesting a copy of the Official Statement and to each person to whom such members of its selling group initially sell the Bonds.

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

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest on the Refunded Bonds, the County Mayor 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 retire the Refunded Bonds, or any portion thereof, on their first optional redemption date following delivery of the Bonds. 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, premium, if any, and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Redemption of the Refunded Bonds. The County Mayor and County Clerk, or either of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Bonds within ninety (90) days of the issuance of the Bonds, including the giving of and publication of any redemption notice as required by the resolution authorizing the issuance of the Outstanding Bonds.

Section 13. Notice of Refunding. Prior to the issuance of the Bonds, notice of the County's intention to refund the Refunded Bonds, to the extent required by applicable law, shall be given by the registration agent for the Refunded 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 registration agent of said Refunded Bonds. The County Mayor and the County Clerk, or either of them, is hereby authorized and directed to give such notice or to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the County in accordance with this Section.

Section 14. Federal Tax Matters. 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 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 any investment proceeds of 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 becoming taxable. The County Mayor 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 15. 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 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 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 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 16. 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 Mayor 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 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 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 17. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Bonds, or any emission thereof, as "qualified tax-exempt obligations", to the extent the Bonds, or any emission thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"), and to the extent the Bonds are not "deemed designated" under Section 265 of the Code.

Section 18. 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 19. 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 20. 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 19th day of February, 2004.



AMETRA BAILEY, COUNTY MAYOR AND CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: BUDGET COMMITTEE

STATE OF TENNESSEE)
COUNTY OF LAWRENCE)

I, Chuck Kizer, 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 special called session of February 19, 2004 of the governing body of the County; 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 \$3,425,000 School Refunding Bonds, Series 2004 of said County.

WITNESS my official signature and seal of said County this ____ day of February, 2004.



County Clerk

(SEAL)

EXHIBIT A

BOND PURCHASE AGREEMENT

(Attached)

FORM OF
EXHIBIT A

LAWRENCE COUNTY, TENNESSEE
\$ _____ SCHOOL REFUNDING BONDS, SERIES 2004

BOND PURCHASE AGREEMENT

_____, 2004

Board of Commissioners
Lawrence County, Tennessee
Lawrenceburg, Tennessee

Ladies and Gentlemen:

The undersigned, _____, _____ (the "Underwriter"), offers to enter into the following agreement with Lawrence County, Tennessee (the "Issuer"), which, upon the Issuer's acceptance and approval hereof, will be binding upon the Issuer and upon the Underwriter. This offer is made subject to acceptance by the Issuer, by execution of this Bond Purchase Agreement (the "Purchase Agreement") and its delivery to the Underwriter, on or before 11:59 p.m. C.T on _____, 2004, and, if not so accepted, will be thereafter subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to acceptance by the Issuer.

Capitalized terms used herein and not defined herein shall have the meanings given them in the Resolution (as hereinafter defined).

1. Purchase and Sale of the Bonds.

(a) Upon the basis of the representations, warranties, covenants and agreements herein contained, but subject to the terms and conditions herein set forth, the Underwriter hereby agrees to purchase from the Issuer for offering to the public, and the Issuer hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the Issuer's \$ _____ School Refunding Bonds, Series 2004, dated _____, 2004 (the "Bonds"), in book-entry only form, at the aggregate purchase price of \$ _____, consisting of \$ _____ aggregate principal amount of the Bonds, plus net original issue premium of \$ _____, less Underwriter's discount of \$ _____, plus \$ _____ interest accrued on the Bonds from [_____, 2004] to the Closing Date (as hereinafter defined). The Bonds shall bear interest, shall mature, shall be redeemable and shall otherwise be as described in Exhibit A attached hereto and incorporated herein by reference.

(b) The Bonds shall be issued and secured under the provisions of a resolution adopted on February 19, 2004 (the "Resolution") by the Board of County Commissioners of the Issuer (the "Board"), providing for the issuance of the Bonds pursuant to Sections 49-3-1001 *et seq.*, Tennessee Code Annotated, as amended, Sections 9-21-101 *et seq.*, Tennessee Code Annotated, as amended, and other applicable provisions of law, for the purpose of (i) refunding the Issuer's outstanding School Bonds, Series 1997, dated February 1, 1997, maturing [May 1, 2005 through May 1, 2016, inclusive] (the "Refunded Bonds"); and (ii) paying the costs of issuance of the Bonds.

(c) After acceptance of this offer by the Issuer, the Underwriter agrees to make a bona fide public offering of all the Bonds at prices not in excess of the initial public offering prices (which may be expressed in terms of yield) set forth on the cover page of the Official Statement, dated _____, 2004 (the "Official Statement"). The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts) at prices lower than such initial public offering prices in the sole discretion of the Underwriter. Subsequent to such initial public offering, the Underwriter reserves the right to change the public offering prices as they may deem necessary in connection with the marketing of the Bonds.

(d) At the time of the Issuer's acceptance hereof (or as soon as reasonably practicable thereafter, but no later than the Closing (as hereinafter defined)), the Issuer shall have delivered, or caused to be delivered, to the Underwriter: (i) certified copies of the Resolution; and (ii) a copy of the Official Statement, manually signed on behalf of the Issuer by the County Mayor and the County Clerk.

(e) The Issuer authorizes the Underwriter to use copies of the Official Statement and the information contained therein in connection with the public offering and sale of the Bonds and agrees not to supplement or amend, or cause to be supplemented or amended, the Official Statement, at any time prior to the Closing, without the consent of the Underwriter. The Issuer ratifies and confirms the use by the Underwriter, prior to the date hereof in connection with the public offering of the Bonds, of the Preliminary Official Statement of the Issuer relating to the Bonds, dated _____, 2004, which with any and all appendices, exhibits, maps, reports and summaries included therein is hereinafter called the "Preliminary Official Statement".

(f) As of its date, the Preliminary Official Statement has been "deemed final" (except for permitted omissions) by the Issuer for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission. The Issuer will deliver, or cause to be delivered, to the Underwriter, promptly after the acceptance hereof, but in any event within seven (7) days of the date hereof, copies of the Official Statement, sufficient to enable the Underwriter to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (and the related rules of the Municipal Securities Rulemaking Board).

2. Liquidated Damages. If the Issuer accepts this offer and if the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds upon tender thereof by the Issuer at the Closing as herein provided, the parties hereby agree that the damages to the Issuer shall be fixed at one percent (1%) of the aggregate principal amount of the Bonds, and,

Issuer to carry out, give effect to and consummate the transactions contemplated by the aforesaid instruments;

(d) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for the distribution of the Bonds; provided, however, that in no event shall the Issuer be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject;

(e) If between the date of this Bond Purchase Agreement and the "end of the underwriting period," as defined in Rule 15c2-12 of the Securities and Exchange Commission, an event occurs, of which the Issuer has knowledge, which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the Issuer will notify the Underwriter and, if in the opinion of Bond Counsel or of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will, at its expense, amend or supplement the Official Statement in a form and in a manner approved by the Underwriter;

(f) The Issuer has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Issuer since June 30, 200___, which is not described in the Official Statement, whether or not arising from transactions in the ordinary course of business;

(g) Between the date hereof and the date of the Closing, the Issuer will not, without the prior written consent of the Underwriter, except as described in or contemplated by the Official Statement, incur any material liabilities, direct or contingent, other than in the ordinary course of business; and

(h) To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Underwriter and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended) the Underwriter and the officers, agents and employees of the Underwriter against any and all losses, claims, damages, liabilities and expenses

(i) arising out of any statement or information in the Official Statement, relating to the Issuer that is or is alleged to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein or that is necessary to make

the statements therein relating to the Issuer not misleading in any material respect, and

(ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Issuer;

provided, however, that the indemnity agreement contained in this Subsection shall not inure to the benefit of the Underwriter (or to the benefit of any person controlling the Underwriter), if the Underwriter failed to send or give a copy of the Official Statement to such person claiming such loss, damage, liability or expense at or prior to the written confirmation of the sale of Bonds to such person and the Underwriter was required by law to send or give such Official Statement.

In case any claim shall be made or action brought against the Underwriter or any controlling person based upon the Official Statement for which indemnity may be sought against the Issuer, as provided above, the Underwriter shall promptly notify the Issuer in writing setting forth the particulars of such claim or action and the Issuer shall assume the defense thereof, including the retaining of counsel acceptable to the Underwriter and the payment of all expenses. The Underwriter or any such controlling person shall have the right to retain separate counsel in any such action but shall bear the fees and expenses of such counsel unless (i) the Issuer shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include such Underwriter or controlling person or persons, and the Issuer and such Underwriter or controlling person or persons have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to the Issuer, in which case the Issuer shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel.

(i) All the certifications required to be made by the Issuer pursuant to Section 5 hereof are true and correct as of the date hereof.

(j) Any certificate signed by any official or Commissioner of the Issuer which purports to be signed on behalf of the Issuer and which is delivered to the Underwriter shall be deemed to be a representation and warranty by the Issuer to the Underwriter as to the truth of the statements made therein.

(k) For purposes of compliance with Rule 15c2-12, the Issuer will undertake to provide certain financial information and notices of the occurrence of certain events, if material under federal securities laws, as provided in the Resolution and Preliminary Official Statement, and will evidence its undertaking by causing the Issuer to execute a Continuing Disclosure Certificate at closing. A description of these undertakings is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

(l) No governmental approval or authorization other than the Resolution is required in connection with the sale of the Bonds to the Underwriter.

(m) The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Bonds to be applied or result in such proceeds being applied in a manner other than as provided in the Resolution.

5. Conditions of Closing. The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder at or prior to the Closing, to the accuracy of and compliance with the representations, warranties and covenants of the Issuer herein, in each case as of the time of delivery of this Purchase Agreement and as of the Closing, and, in the discretion of the Underwriter, to the following:

(a) at the Closing, (i) the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the Issuer shall have executed and there shall be in full force and effect such additional agreements, and there shall have been taken in connection therewith and in connection with the issuance of the Bonds all such action as shall, in the opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel ("Bond Counsel"), be necessary in connection with the transactions contemplated hereby, (ii) the Bonds shall have been duly authorized, executed and delivered as provided herein, (iii) the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and (iv) the Issuer shall perform or have performed all of its obligations under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing:

(b) At or prior to the Closing Date, the Underwriter shall have received the following:

(i) The unqualified approving opinion, dated the Closing Date, of Bond Counsel, in substantially the forms attached as Appendix A to the Official Statement, addressed to the Issuer and the Underwriter;

(ii) A certificate, dated the Closing Date, signed by the County Mayor and the County Clerk of the Issuer, in which such officers, to the best of their knowledge, information and belief, shall state that

(A) There is no litigation or other legal or governmental action, proceeding, inquiry or investigation of any nature pending on the Closing Date, or to our knowledge threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, application of the proceeds thereof, or the payment, collection or application of income of the Issuer or the pledge thereof to the payment of the Bonds pursuant to the Resolution; seeking to restrain or enjoin the execution, delivery or performance of the Purchase Agreement; in any manner questioning the proceedings or authority pursuant to which the Bonds are authorized or issued, in any manner questioning or relating to the validity of the Bonds,

7. Expenses.

(a) The Issuer agrees to pay all expenses incident to the performance of its obligations hereunder, including but not limited to (i) the cost of the preparation, printing, shipping, distribution or other reproduction (for distribution prior to, on, or after the date of acceptance of this Bond Purchase Agreement) of reasonable quantities of the Resolution, the Refunding Escrow Agreement, the Preliminary Official Statement and the Official Statement, (ii) charges made by rating agencies for the rating of the Bonds; (iii) the cost of printing, signing, registering and authenticating the book-entry only Bonds and obtaining cusip numbers; (iv) the fees and disbursements of Bond Counsel, Counsel to the Issuer, the Registration Agent, the Escrow Agent, and of any other experts or consultants retained by the Issuer; and (v) other costs incurred by the Underwriter with the preparation and issuance of the Bonds.

(b) The Underwriter shall pay the cost of delivering the Bonds from the place of Closing to the purchasers thereof.

(c) In the event that either the Issuer or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made.

8. Miscellaneous.

(a) All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Underwriter:

The Issuer:

Lawrence County, Tennessee
Attention: County Mayor
Lawrence County Courthouse
Lawrenceburg, Tennessee

(b) This Purchase Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns, and will not confer any rights upon any other person. The terms "successors" and "assigns" shall not include any purchaser of any of the Bonds from the Underwriter merely because of such purchase.

(c) Section headings have been inserted in this Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Purchase Agreement and will not be used in the interpretation of any provisions of this Purchase Agreement.

(d) If any provision of this Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Agreement invalid, in operative or unenforceable to any extent whatever.

(e) This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(f) This Purchase Agreement shall be governed by, and construed in accordance with, the law of the State of Tennessee.

(g) This Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The Underwriter may waive compliance by the Issuer with any of the conditions, requirements, covenants, warranties or representations set forth herein, but waiver by the Underwriter of any such compliance shall not be deemed a waiver of compliance with any other of the conditions, requirements, covenants, warranties or representations set forth herein.

(Signature page follows)

By: _____
Title: _____

Accepted as of the date first
above written:

LAWRENCE COUNTY, TENNESSEE

By: _____
County Mayor

Attest: _____
County Clerk

(SEAL)

EXHIBIT A

\$ _____ SCHOOL REFUNDING BONDS, SERIES 2004

The Bonds shall mature on April 1 in the years, in the aggregate principal amounts and shall bear interest payable on April 1 and October 1 of each year, commencing October 1, 2004, as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>	<u>CUSIP NO.</u>
-------------	---------------	----------------------	------------------

Redemption Provisions:

EXHIBIT B

REFUNDING ESCROW AGREEMENT

(Attached)

2448184.1

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the ___ day of _____, 2004, by and between Lawrence County, Tennessee (the "County") and _____ (the "Agent").

WITNESSETH:

WHEREAS, the County has determined to provide for payment of the debt service requirements of certain of its outstanding bonds, as described herein (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, premium, if any, 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, dated _____, 2004, (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 together with interest thereon 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 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 \$_____ from other monies 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.

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.

DIVISION IV

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 1.1 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" means _____, its successors and assigns;

"Agreement" means this Refunding Escrow Agreement;

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

"County" means Lawrence County, Tennessee;

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

"Escrow Property", "escrow property" or "escrowed property" means 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" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Bonds" means the County's outstanding School Bonds, Series 1997, dated February 1, 1997, maturing [May 1, 2005 through May 1, 2016], inclusive;

"Refunding Bonds" means the County's School Refunding Bonds, Series 2004, dated _____, 2004; and

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

SECTION 1.2 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 2.1 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 2.2 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 2.3 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 paying agent or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of, premium, if any, 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 2.4 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 2.5 Reports. The Escrow Agent shall deliver to the County Trustee of the County a report which shall summarize all transactions relating to the Escrow Fund within forty-five days of the expiration of this Agreement.

SECTION 2.6 Investment of Moneys 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 and 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 2.7 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 2.8 Redemption of Outstanding Bonds. The County has given irrevocable instructions to the paying agent of the Outstanding Bonds to call the Outstanding Bonds at their earliest optional redemption date and no further action is necessary on behalf of the Agent.

ARTICLE III CONCERNING THE AGENT

SECTION 3.1 Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.2 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 3.3 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, municipality 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 gross 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 3.4 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 3.5 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 3.6 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 2.1 hereof to assure the payment when due of the principal of, premium, if any, and interest on the Outstanding Bonds.

SECTION 3.7 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 2.8 hereof.

SECTION 3.8 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 or regulated by a federal entity, 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 3.9 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 3.8. 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 3.8 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 3.8. 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 3.8 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 Agent, as reasonable and proper compensation under this Agreement, the sum of \$ _____. 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 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 4.1 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 4.2 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 4.3 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.4 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:

Lawrence County, Tennessee
Lawrence County Courthouse
Lawrenceburg, Tennessee 38464
Attention: County Mayor

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 4.5 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 4.6 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 4.7 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.

(signatures on following page)

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by the County Mayor and attested by the County Clerk of the County 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: _____
County Mayor

(SEAL)

County Clerk

Escrow Agent

By: _____
Title: _____

ATTEST:

Title: _____

EXHIBIT A

Debt Service Schedule of School Bonds, Series 1997, dated February 1, 1997, 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

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Principal Redeemed</u>	<u>Interest Payable</u>	<u>Redemption Premium</u>	<u>Total Debt Service</u>
05/01/04					

Paying Agent: Lawrence County Trustee
Lawrence County Courthouse
240 W. Gaines Street
Lawrenceburg, Tennessee 38464

EXHIBIT B
Government Securities

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 1997, dated February 1, 1997, 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 office of the Lawrence County Trustee, Lawrence County Courthouse, 240 W. Gaines Street, Lawrenceburg, Tennessee 38464, 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 28% 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 2003 (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.

LAWRENCE COUNTY TRUSTEE
As Registration and Paying Agent

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
February 19, 2004 Special Session**

Resolution#06021904

Resolution authorizing the issuance of School Refunding Bonds in the aggregate principal amount of not to exceed \$3,425,000.00 of Lawrence Co, 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 taxes for the payment of principal of premium, if any, and interest on the bonds.

sponsor: Budget Committee

	ABSENT	PRESENT	PASS	NAY	AYE	SECOND	MOTION
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, Ethridge</i>				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, Ethridge</i>				X			
CLIFTON, Bobby (6 th Dist) <i>(853-4809) 409 Busby Rd, Loreto</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, Leona</i>				X			
GABEL, Jim (1 st Dist) <i>(852-2899) 2773 Hwy 43/PO Box 176, Leona</i>				X			
GILLESPIE, Dennis C. (3 rd Dist) <i>(556-2281) 286 Blooming Grove Rd, Five Points</i>				X	X		
GREEN, Robert L. (2 nd Dist) <i>(853-6709) 404 N Mill/PO Box 224, Loreto</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 Ethridge RedHill Rd, Lawrenceburg</i>				X			
YOOCOM, Wayne (1 st Dist) <i>(853-6725) 148 Rigling Rd, Loreto</i>				X			
TOTAL VOTE:					18		

*Motion to approve made by Wayne Yocom; seconded by Dennis Gillespie.
Motion approved by roll call vote. Voting AYE: 18 NAY: 0*

Members PRESENT: 18 ABSENT: 0

18 present

0 absent

NOTARIES
SPECIAL SESSION
February 19, 2004

Mary D. Jones *Western Surety Co*

Marilyn J. Holt *State Farm Insurance*

Miriam T. Green *Travelers Casualty & Surety Co of America*

Angela G. Moore *National Grange Mutual Ins Co*

Priscilla F. Thrasher *State Farm Ins*

Gail Walters *National Grange Mutual Ins Co*

Russ Brewer *Western Surety Co*

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
February 19, 2004 Special Session**

<i>Resolution#</i>	<i>NOTARIES</i>	<i>MOTION</i>	<i>SECOND</i>	<i>AYE</i>	<i>NAY</i>	<i>PASS</i>	<i>PRESENT</i>	<i>ABSENT</i>
<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	X						
CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loretto							
CURTIS, Mark (11 th Dist)	(964-2182) 149 Raitroad 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							
YOOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loretto		X					
TOTAL VOTE:				18			18 present	0 absent

*Motion to approve made by Franklin Burns; seconded by Wayne Yocom.
Motion approved by unanimous voice vote.*

Members PRESENT: 18 ABSENT: 0

**LAWRENCE COUNTY COMMISSION
CHUCK KIZER, COUNTY CLERK
February 19, 2004 Special Session**

Resolution#	ADJOURNMENT	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
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, Ethridge							
BRAZIER, Olan (13 th Dist)	(762-5501) 175 Reed Patch Rd, L'burg							
BURNS, Franklin (12 th Dist)	(964-3404) 383 L'burg Henryville, Ethridge							
CLIFTON, Bobby (6 th Dist)	(853-4809) 409 Busby Rd, Loreto							
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, Leona							
GABEL, Jim (1 st Dist)	(852-2899) 2773 Hwy 43/PO Box 176, Leona							
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, Loreto							
GRISHAM, Bill (15 th Dist)	(762-6640) 199 Walden Rd, Lawrenceburg							
MARTIN, James A. (8 th Dist)	(762-7283) 1547 McCarter Rd, Lawrenceburg							
SNIDER, Ricky (4 th Dist)	(762-5340) 793 Wesley Chapel Rd, Lawrenceburg							
WOODALL, Glenn E. (8 th Dist)	(766-1040) 1401 Hart Ave, L'burg		X					
WOODALL, Landon (14 th Dist)	(762-3159) 858 Ethridge RedHill Rd, Lawrenceburg							
YOOCOM, Wayne (1 st Dist)	(853-6725) 148 Rigling Rd, Loreto							
TOTAL VOTE:				18			18 present	0 absent
Motion to adjourn made by Dennis Gillespie; seconded by Glenn Woodall. Motion approved by unanimous voice vote.								
Members PRESENT: 18 ABSENT: 0								