

Agenda

The Lawrence County Board Of Commissioners  
Lawrence County, Tennessee  
March 27, 2007  
Regular Session  
5:00 P.M.

Call To Order By The Chair, Jerry Dryden  
Roll Call: By County Clerk, Chuck Kizer  
Invocation:  
Pledge:

Public Comments

Technology Presentation by Kay Dotson, Lawrence County Board of Education  
Bi-Monthly Financial Report Fiscal Agent  
Bi-Monthly Financial Report School Superintendent  
Report of Resolution Committee

1. Resolution No. 2007032701  
Resolution Approving Minutes of January 10, 2007, Special Session  
Sponsor: Jerry Dryden
2. Resolution No. 2007032702  
Resolution Approving Minutes of January 23, 2007, Regular Session  
Sponsor: Jerry Dryden
3. Resolution No. 2007032703  
Resolution Approving Minutes of February 20, 2007, Special Session  
Sponsor: Jerry Dryden
4. Resolution 2007032704  
Resolution to Approve Amendments to the 2006-2007 Lawrence County Budget  
Sponsor: Accounts and Budgets
5. Resolution 2007032705  
Resolution to Approve Amendments to the 2006-2007 Lawrence County Board of Education  
Budget  
Sponsor: Lawrence County Board of Education
6. Resolution No. 2007032706  
Resolution to Adopt a Code of Ethics for Officials and Employees of Lawrence County  
Government  
Sponsor: Paul Rosson
7. Resolution No. 2007032707  
Resolution to Participate in the Three-Star Program  
Sponsor: Paul Rosson
8. Resolution No. 2007032708  
Resolution to Affirm Compliance with Federal Title VI Regulations  
Sponsor: Paul Rosson
9. Resolution No. 2007032709  
A Resolution Authorizing the Issuance of Interest Bearing General Obligation Capital Outlay Notes of Lawrence County, Tennessee, in an Aggregate Principal Amount of Not to Exceed One Million Dollars (\$1,000,000); Making Provision for the Issuance, Sale and Payment of said Notes, Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Tax for the Payment of Principal Thereof and Interest Thereon.  
Sponsor: Paul Rosson

10. Resolution No. 2007032710  
Resolution to Authorize a Mutual-Aid Agreement for the Provision of Emergency Assistance to Other Local Governments by Lawrence County  
Sponsor: Paul Rosson; Sheriff Kenny Taylor
11. Resolution No. 2007032711  
Resolution to Approve Changes to the Lawrence County Highway Department Personnel Policy Manual  
Sponsor: Lawrence County Highway Department
12. Resolution No. 2007032712  
Resolution to Provide Matching Funds for Various Grants Received by the Lawrence County Rescue Squad and Various Members Thereof  
Sponsor: Economic and Community Development Committee
13. Resolution No. 2007032713  
Resolution to Encourage Better Attendance by County Commissioners at Committee Meetings and Regular Meetings of the Lawrence County Legislative Body  
Sponsor: Chris Jackson
14. Resolution No. 2007032714  
Resolution to Rename Cemetery Lane to Fawn Lane and Add Road to the Road List  
Sponsor: Richard L. Hill
15. Resolution No. 2007032715  
Resolution to Establish Speed Limit on Dugout Road  
Sponsor: Delano Benefield
16. Resolution No. 2007032716  
Resolution to Prohibit Any Contractors Doing Business With Lawrence County, Tennessee, to Have in its Employment Unauthorized Aliens  
Sponsor: Delano Benefield

Election of Notaries

LAWRENCE COUNTY COMMISSION  
 March 27, 2007 Regular Session

**CALL TO ORDER BY COUNTY CLERK:** Chuck Kizer

**ROLL CALL:** Chuck Kizer, County Clerk

**INVOCATION:** Jerry Putman, County Commissioner.

**PLEDGE:** Ronnie Benefield, County Commissioner

DISTRICT	COMMISSIONER	PRESENT	ABSENT
10	Benefield, Delano	X	
9	Benefield, Ronald L.	X	
13	Brazier, Ray	X	
16	Brown, Anne N.	X	
6	Clifton, Bobby R.	X	
18	Doerflinger, Chuck	X	
7	Dryden, Jerry W.	X	
3	Gillespie, Dennis C.	X	
12	Hill, Richard L.	X	
11	Hyatt, Sandra K.	X	
2	Jackson, Chris D.	X	
4	Keener, Alan J.	X	
8	Niedergereses, Mark	X	
14	Putman, Jerry N.	X	
15	Robertson, Charles H.	X	
5	Sanders, John C., Jr.	X	
17	Wray, Joe R.	X	
1	Yocom, Wayne A.	X	
<b>TOTAL</b>		<b>18</b>	<b>0</b>

Summary Financial Statement  
FEBRUARY 28, 2007

Fiscal Year Time Lapse: 66.66

101 GENERAL

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	5,582,985.00	5,138,910.12-	92.0	465,248.75	2,940,275.25-	632.0
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	164,419.00	100,895.91-	61.4	13,701.58	22,030.02-	160.8
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	6,080.53	6,888.17-	113.3	506.71	379.80-	75.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	62,920.00	29,060.59-	46.2	5,243.33	11,981.52-	228.5
40140	INTEREST AND PENALTY	29,925.00	20,960.60-	70.0	2,493.75	4,045.57-	162.2
40161	PAYMENTS IN LIEU OF TAXES - T. V. A.	2,300.00	2,290.18-	99.6	191.67	0.00	0.0
40162	PAYMENTS IN LIEU OF TAXES-LOCAL UTILITIE	260,000.00	182,918.15-	70.4	21,666.67	22,244.74-	102.7
40163	PAYMENTS IN LIEU OF TAXES - OTHER	900.00	251.43-	27.9	75.00	0.00	0.0
40220	HOTEL/MOTEL TAX	89,200.00	56,503.37-	63.3	7,433.33	4,790.35-	64.4
40250	LITIGATION TAX - GENERAL	108,000.00	61,686.56-	57.1	9,000.00	14,347.26-	159.4
40260	LITIGATION TAX - SPECIAL PURPOSE	17,855.00	9,607.64-	53.8	1,487.92	2,386.87-	160.4
40266	LITIGATION TAX-JAIL, WRKHSE, COURTHOUSE	0.00	419.62	0.0	0.00	0.00	0.0
40267	LITIGATION TAX-VICTIM-OFFENDER MEDAT CTR	2,800.00	1,596.04-	57.0	233.33	192.85-	82.7
40270	BUSINESS TAX	281,000.00	60,570.17-	21.6	23,416.67	6,496.71-	27.7
40330	WHOLESALE BEER TAX	80,000.00	44,236.83-	55.3	6,666.67	6,957.31-	104.4
40350	INTERSTATE TELECOMMUNICATIONS TAX	4,200.00	2,926.11-	69.7	350.00	640.01-	182.9
41110	MARRIAGE LICENSES	1,500.00	1,135.25-	75.7	125.00	85.50-	68.4
41140	CABLE TV FRANCHISE	18,200.00	14,767.31-	81.1	1,516.67	14,767.31-	973.7
41510	BEER PERMITS	2,850.00	1,417.04-	49.7	237.50	855.00-	360.0
42110	FINES	13,000.00	4,569.01-	35.1	1,083.33	728.17-	67.2
42120	OFFICERS COSTS	11,000.00	6,726.93-	61.2	916.67	1,497.20-	163.3
42140	DRUG CONTROL FINES	550.00	7,139.23-	1298.0	45.83	7,022.87-	5323.7
42141	DRUG COURT FEES	266.00	701.10-	263.6	22.17	363.85-	1641.2
42150	JAIL FEES	13,000.00	13,272.43-	102.1	1,083.33	1,804.52-	166.6
42170	JUDICIAL COMMISSIONER FEES	350.00	127.50-	36.4	29.17	0.00	0.0
42180	DUI TREATMENT FINES	2,890.00	1,088.22-	37.7	240.83	364.32-	151.3
42190	DATA ENTRY FEE - CIRCUIT COURT	820.00	497.50-	60.7	68.33	87.50-	128.1
42310	FINES	31,000.00	16,402.41-	52.9	2,583.33	2,158.40-	83.6
42320	OFFICERS COSTS	52,000.00	28,416.75-	54.6	4,333.33	2,136.26-	49.3
42330	GAMES AND FISH FINES	530.00	174.83-	33.0	44.17	45.00-	101.9
42340	DRUG CONTROL FINES	2,315.00	1,177.52-	50.9	192.92	162.45-	84.2
42341	DRUG COURT FEE	6,763.05	8,951.37-	132.4	563.59	1,143.32-	202.9
42350	JAIL FEES	2,810.00	1,220.74-	43.4	234.17	588.05-	251.1
42380	DUI TREATMENT FINES	12,115.00	6,677.55-	55.1	1,009.58	646.00-	64.0
42390	DATA ENTRY FEE - GENERAL SESSIONS COURT	7,100.00	3,695.30-	52.0	591.67	445.30-	75.3
42410	FINES	10.00	19.00-	190.0	0.83	0.00	0.0
42420	OFFICERS COSTS	4,820.00	2,101.40-	43.6	401.67	248.90-	62.0
42450	JAIL FEES	0.00	11.40-	0.0	0.00	0.00	0.0
42490	DATA ENTRY FEE - JUVENILE COURT	290.00	226.00-	77.9	24.17	14.00-	57.9
42520	OFFICERS COSTS	4,600.00	3,621.87-	78.7	383.33	543.87-	141.9
42530	DATA ENTRY FEE - CHANCERY COURT	1,100.00	1,010.00-	91.8	91.67	202.00-	220.4
43120	PATIENT CHARGES	1,055,000.00	659,815.04-	62.5	87,916.67	101,889.98-	115.9
43130	PAST DUE COLLECTIONS - AMBULANCE	31,000.00	34,184.15-	110.3	2,583.33	6,642.87-	257.1
43190	OTHER GENERAL SERVICE CHARGES	500.00	0.00	0.0	41.67	0.00	0.0
43194	SERVICE CHARGES	2,000.00	2,452.00-	122.6	166.67	105.00-	63.0
43350	COPY FEES	100.00	325.00-	325.0	8.33	50.00-	600.2

Summary Financial Statement  
FEBRUARY 28, 2007

Fiscal Year Time Lapse: 66.66

101 GENERAL

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
43370	TELEPHONE COMMISSIONS	3,890.00	428.20-	11.0	324.17	0.00	0.0
43380	VENDING MACHINE COLLECTIONS	855.00	227.40-	26.6	71.25	0.00	0.0
43390	CONSTITUTIONAL OFFICERS FEES AND COMM	0.00	293.25-	0.0	0.00	0.00	0.0
43392	DATA PROCESSING FEE -REGISTER	15,300.00	9,610.00-	62.8	1,275.00	1,432.00-	112.3
43394	DATA PROCESSING FEE - SHERIFF	5,100.00	3,242.41-	63.6	425.00	409.42-	96.3
43395	SEXUAL OFFENDER REGISTRATION FEE-SHERIFF	0.00	600.00-	0.0	0.00	100.00-	0.0
43990	OTHER CHARGES FOR SERVICES	1,400.00	1,717.46-	122.7	116.67	123.94-	106.2
44110	INVESTMENT INCOME	199,417.60	199,417.60-	100.0	16,618.13	0.00	0.0
44120	LEASE/RENTALS	2,000.00	1,505.78-	75.3	166.67	171.56-	102.9
44130	SALE OF MATERIALS AND SUPPLIES	495.00	80.00-	16.2	41.25	0.00	0.0
44131	COMMISSARY SALES	365.00	213.80-	58.6	30.42	32.00-	105.2
44160	RETIREEES' INSURANCE PAYMENTS	30.00	0.00	0.0	2.50	0.00	0.0
44170	MISCELLANEOUS REFUNDS	14,855.00	14,095.26-	94.9	1,237.92	164.91	13.3
44180	EXPENDITURE CREDITS	210.00	205.00-	97.6	17.50	0.00	0.0
44520	INSURANCE RECOVERY	25,000.00	6,940.10-	27.8	2,083.33	5,545.00-	266.2
44560	DAMAGES RECOVERED FROM INDIVIDUALS	0.00	100.00-	0.0	0.00	0.00	0.0
44570	CONTRIBUTIONS & GIFTS	20.00	105.62-	528.1	1.67	72.62-	4348.5
45110	COUNTY CLERK	85,000.00	40,642.80-	47.8	7,083.33	0.00	0.0
45180	REGISTER	37,500.00	29,450.00-	78.5	3,125.00	0.00	0.0
45190	TRUSTEE	378,000.00	146,983.18-	38.9	31,500.00	0.00	0.0
45510	COUNTY CLERK	0.00	147,165.04-	0.0	0.00	19,534.27-	0.0
45520	CIRCUIT COURT CLERK	107,000.00	63,092.29-	59.0	8,916.67	10,235.24-	114.8
45540	GENERAL SESSIONS COURT CLERK	140,000.00	108,486.12-	77.5	11,666.67	14,096.55-	120.8
45550	CLERK AND MASTER	117,000.00	83,788.18-	71.6	9,750.00	14,469.88-	148.4
45560	JUVENILE COURT CLERK	28,000.00	18,909.58-	67.5	2,333.33	1,766.11-	75.7
45580	REGLSTER	0.00	93,349.36-	0.0	0.00	12,866.18-	0.0
45590	SHERIFF	11,000.00	5,642.17-	51.3	916.67	652.55-	71.2
45610	TRUSTEE	0.00	96,019.94-	0.0	0.00	13,427.19-	0.0
45620	OTHER OFFICIALS	0.00	70,667.24-	0.0	0.00	10,657.15-	0.0
46110	JUVENILE SERVICES PROGRAM	9,000.00	2,250.00-	25.0	750.00	0.00	0.0
46160	STATE REAPPRAISAL GRANT	14,282.00	10,711.50-	75.0	1,190.17	0.00	0.0
46210	LAW ENFORCEMENT TRAINING PROGRAMS	37,346.00	19,191.90-	51.4	3,112.17	0.00	0.0
46290	OTHER PUBLIC SAFETY GRANTS	46,710.00	18,494.52-	39.6	3,892.50	0.00	0.0
46310	HEALTH DEPARTMENT PROGRAMS	213,400.00	113,535.53-	53.2	17,783.33	18,794.47-	105.7
46430	LITTER PROGRAM	39,856.00	28,713.30-	72.0	3,321.33	7,598.05-	228.8
46820	INCOME TAX	31,000.00	0.00	0.0	2,583.33	0.00	0.0
46830	BEER TAX	17,000.00	9,987.84-	58.8	1,416.67	0.00	0.0
46840	ALCOHOLIC BEVERAGE TAX	52,000.00	46,309.65-	89.1	4,333.33	18,128.61-	418.4
46880	BOARD OF JURORS	3,000.00	223.50-	7.5	250.00	0.00	0.0
46915	CONTRACTED PRISONER BOARD	85,000.00	3,710.00-	4.4	7,083.33	1,680.00-	23.7
46960	REGISTRAR'S SALARY SUPPLEMENT	16,380.00	8,190.00-	50.0	1,365.00	0.00	0.0
46980	OTHER STATE GRANTS	299,725.00	300,325.00-	100.2	24,977.08	600.00-	2.4
46990	OTHER STATE REVENUES	100.00	25.00-	25.0	8.33	0.00	0.0
47250	LAW ENFORCEMENT GRANTS	6,000.00	0.00	0.0	500.00	0.00	0.0
47990	OTHER DIRECT FEDERAL REVENUE	46,777.45	50,699.21-	108.4	3,898.12	3,921.76-	100.6
48130	CONTRIBUTIONS	0.00	4,616.78-	0.0	0.00	0.00	0.0

Summary Financial Statement  
FEBRUARY 28, 2007

Fiscal Year Time Lapse: 66.66

101 GENERAL

Account	Description	Year-To-Date			FEBRUARY		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
49800	OPERATING TRANSFERS	500,000.00	500,000.00-	100.0	41,666.67	0.00	0.0
Total REVENUES		10,561,077.63	8,800,767.61-	83.3	880,089.82	3,337,515.54-	379.2
EXPENDITURES							
51100	COUNTY COMMISSION	151,750.00-	47,030.88	31.0	12,645.84-	3,542.36	28.0
51300	COUNTY MAYOR/EXECUTIVE	133,337.00-	89,676.76	67.3	11,111.42-	9,152.37	82.4
51400	COUNTY ATTORNEY	6,000.00-	4,000.00	66.7	500.00-	500.00	100.0
51500	ELECTION COMMISSION	513,785.00-	447,923.28	87.2	42,815.43-	10,382.76	24.3
51600	REGISTER OF DEEDS	45,685.00-	22,465.37	49.2	3,807.09-	2,085.29	54.8
51800	COUNTY BUILDINGS	410,657.00-	249,107.54	60.7	34,221.42-	28,443.10	83.1
51910	PRESERVATION OF RECORDS	56,481.00-	34,631.87	61.3	4,706.75-	3,816.97	81.1
52100	ACCOUNTING AND BUDGETING	119,158.77-	81,178.93	68.1	9,929.89-	7,792.95	78.5
52200	PURCHASING	103,607.40-	66,789.24	64.5	8,633.96-	5,648.16	65.4
52300	PROPERTY ASSESSOR'S OFFICE	217,913.00-	139,817.42	64.2	18,159.42-	26,973.70	148.5
52400	COUNTY TRUSTEE'S OFFICE	26,225.00-	13,707.52	52.3	2,185.41-	190.50	8.7
52500	COUNTY CLERK'S OFFICE	58,900.00-	10,862.63	18.4	4,908.34-	1,077.48	22.0
53100	CIRCUIT COURT	339,677.00-	201,352.48	59.3	28,306.43-	22,814.87	80.6
53300	GENERAL SESSIONS COURT	311,819.45-	204,719.91	65.7	25,984.96-	18,271.64	70.3
53400	CHANCERY COURT	194,825.00-	118,195.71	60.7	16,235.41-	12,015.53	74.0
53500	JUVENILE COURT	55,970.00-	15,647.14	28.0	4,664.17-	1,840.84	39.5
53600	DISTRICT ATTORNEY GENERAL	30,000.00-	28,840.00	96.1	2,500.00-	0.00	0.0
54110	SHERIFF'S DEPARTMENT	2,088,184.00-	1,452,962.92	69.6	174,015.32-	143,471.28	82.4
54210	JAIL	1,078,712.00-	*1,126,955.38	104.5	89,892.64-	162,427.96	180.7
54220	WORKHOUSE	39,856.00-	**42,989.62	107.9	3,321.32-	3,236.40	97.4
54310	FIRE PREVENTION AND CONTROL	2,000.00-	2,000.00	100.0	166.67-	2,000.00	1200.0
54410	CIVIL DEFENSE	15,000.00-	***117,353.69	782.4	1,250.00-	60.05-	4.8
54420	RESCUE SQUAD	245,500.00-	194,125.00	79.1	20,458.33-	51,375.00	251.1
54490	OTHER EMERGENCY MANAGEMENT	285,000.00-	213,624.00	75.0	23,750.00-	0.00	0.0
54610	COUNTY CORONER/MEDICAL EXAMINER	6,500.00-	3,750.03	57.7	541.67-	0.00	0.0
54900	OTHER PUBLIC SAFETY	6,000.00-	5,087.76	84.8	500.00-	0.00	0.0
55110	LOCAL HEALTH CENTER	88,900.00-	49,634.28	55.8	7,408.34-	7,641.58	103.1
55130	AMBULANCE/EMERGENCY MEDICAL SERVICES	1,244,486.00-	940,904.22	75.6	103,707.16-	94,781.39	91.4
55310	REGIONAL MENTAL HEALTH CENTER	10,000.00-	5,000.00	50.0	833.33-	0.00	0.0
55390	APPROPRIATION TO STATE	243,400.00-	108,875.16	44.7	20,283.33-	13,041.28	64.3
55520	AID TO DEPENDENT CHILDREN	8,383.00-	2,670.41	31.9	698.58-	119.52	17.1
55900	OTHER PUBLIC HEALTH AND WELFARE	34,449.00-	31,949.00	92.7	2,870.75-	8,600.00	299.6
56300	SENIOR CITIZENS ASSISTANCE	14,000.00-	5,000.00	35.7	1,166.67-	3,000.00	257.1
56900	OTHER SOCIAL, CULTURAL AND RECREATIONAL	95,000.00-	39,780.29	41.9	7,916.67-	12,500.00	157.9
57100	AGRICULTURAL EXTENSION SERVICE	97,932.00-	47,328.88	48.3	8,160.99-	1,080.64	13.2
57500	SOIL CONSERVATION	30,816.00-	17,961.93	58.3	2,567.99-	1,888.28	73.5
58110	TOURISM	69,495.00-	48,300.00	69.5	5,791.26-	15,000.00	259.0
58120	INDUSTRIAL DEVELOPMENT	97,237.00-	72,927.75	75.0	8,103.08-	0.00	0.0
58220	AIRPORT	60,000.00-	0.00	0.0	5,000.00-	0.00	0.0
58300	VETERAN'S SERVICES	59,728.00-	44,458.83	74.4	4,977.33-	6,123.91	123.0

\* See budget Amendment  
\*\* Will receive Litter Grant Reim.



Summary Financial Statement  
FEBRUARY 28, 2007

Fiscal Year Time Lapse: 66.66

112 COURTHOUSE & JAIL MAINTENANCE

Account	Description	Year-To-Date			FEBRUARY		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40260	LITIGATION TAX - SPECIAL PURPOSE	10,925.00	6,238.33-	57.1	910.42	1,510.61-	165.9
42591	COURTROOM SECURITY FEE	0.00	8.00-	0.0	0.00	8.00-	0.0
Total REVENUES		10,925.00	6,246.33-	57.2	910.42	1,518.61-	166.8
EXPENDITURES							
58400	OTHER CHARGES	5,905.00-	5,132.38	86.9	492.09-	449.90-	91.4
Total EXPENDITURES		5,905.00-	5,132.38	86.9	492.09-	449.90-	91.4
Total COURTHOUSE & JAIL MAINTENANCE		5,020.00	1,113.95-	22.2	418.33	1,968.51-	470.6



Summary Financial Statement  
FEBRUARY 28, 2007

Fiscal Year Time Lapse: 66.66

115 PUBLIC LIBRARY

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
43350	COPY FEES	5,600.00	3,080.25-	55.0	466.67	389.85-	83.5
43360	LIBRARY FEES	5,250.00	3,283.96-	62.6	437.50	377.06-	86.2
44110	INVESTMENT INCOME	2,200.00	1,609.25-	73.1	183.33	0.00	0.0
44120	LEASE/RENTALS	5,400.00	3,600.00-	66.7	450.00	450.00-	100.0
44170	MISCELLANEOUS REFUNDS	0.00	325.81-	0.0	0.00	0.00	0.0
44570	CONTRIBUTIONS & GIFTS	2,500.00	196.00-	7.8	208.33	0.00	0.0
48130	CONTRIBUTIONS	67,491.00	67,341.00-	99.8	5,624.25	0.00	0.0
48610	DONATIONS	5,000.00	5,664.18-	113.3	416.67	983.40-	236.0
48990	OTHER	1,200.00	1,199.64-	100.0	100.00	157.00-	157.0
49800	OPERATING TRANSFERS	207,709.00	142,887.50-	68.8	17,309.08	0.00	0.0
Total REVENUES		302,350.00	229,187.59-	75.8	25,195.83	2,357.31-	9.4
EXPENDITURES							
56500	LIBRARIES	308,576.04-	193,193.03	62.6	25,714.67-	20,058.94	78.0
Total EXPENDITURES		308,576.04-	193,193.03	62.6	25,714.67-	20,058.94	78.0
Total PUBLIC LIBRARY		6,226.04-	35,994.56-	578.1	518.84-	17,701.63	3411.8

Summary Financial Statement  
FEBRUARY 28, 2007

Fiscal Year Time Lapse: 66.66

116 SOLID WASTE/SANITATION

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
43106	COMMERCIAL AND INDUSTRIAL WASTE COLL CHARG	462,000.00	307,773.16-	66.6	38,500.00	29,669.20-	77.1
43107	RESIDENTIAL WASTE COLLECTION CHARGE	727,000.00	591,177.02-	81.3	60,583.33	34,908.27-	57.6
43110	TIPPING FEES	4,485.00	866.24-	19.3	373.75	23.75-	6.4
43114	SOLID WASTE DISPOSAL FEE	143,750.00	76,213.50-	53.0	11,979.17	6,998.45-	58.4
44110	INVESTMENT INCOME	75,000.00	61,986.42-	82.6	6,250.00	7,950.32-	127.2
44145	SALE OF RECYCLED MATERIALS	71,868.73	82,485.72-	114.8	5,989.06	3,354.65-	56.0
44170	MISCELLANEOUS REFUNDS	250.00	443.99-	177.6	20.83	0.08-	0.4
46170	SOLID WASTE GRANTS	40,000.00	27,488.30-	68.7	3,333.33	16,023.70-	480.7
49800	OPERATING TRANSFERS	42,000.00	0.00	0.0	3,500.00	0.00	0.0
Total REVENUES		1,566,353.73	1,148,434.35-	73.3	130,529.47	98,928.42-	75.8
EXPENDITURES							
55754	LANDFILL OPERATION AND MAINTENANCE	1,742,723.00-	879,333.09	50.5	145,226.94-	52,697.23	36.3
Total EXPENDITURES		1,742,723.00-	879,333.09	50.5	145,226.94-	52,697.23	36.3
Total SOLID WASTE/SANITATION		176,369.27-	269,101.26-	152.6	14,697.47-	46,231.19-	314.6

Summary Financial Statement  
 FEBRUARY 28, 2007

Fiscal Year Time Lapse: 66.66

119 INDUSTRIAL/ECONOMIC DEVELOPMENT

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
EXPENDITURES							
91110	GENERAL ADMINISTRATION PROJECTS	0.00	610.00	0.0	0.00	0.00	0.0
91170	PUBLIC UTILITY PROJECTS	182,785.97-	14,159.00	7.7	15,232.16-	0.00	0.0
Total EXPENDITURES		182,785.97-	14,769.00	8.1	15,232.16-	0.00	0.0
Total INDUSTRIAL/ECONOMIC DEVELOPMENT		182,785.97-	14,769.00	8.1	15,232.16-	0.00	0.0

Summary Financial Statement  
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Fiscal Year Time Lapse: 66.66

122 DRUG CONTROL

Account	Description	Year-To-Date			FEBRUARY		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
42140	DRUG CONTROL FINES	11,489.00	6,241.50-	54.3	957.42	0.00	0.0
42340	DRUG CONTROL FINES	30,000.00	27,150.83-	90.5	2,500.00	3,143.07-	125.7
42865	DRUG TASK FORCE FORFEITURES AND SEIZURES	22,239.29	22,739.29-	102.2	1,853.27	500.00-	27.0
42910	PROCEEDS FROM CONFISCATED PROPERTY	20,621.59	0.00	0.0	1,718.47	20,621.59	1200.0
44170	MISCELLANEOUS REFUNDS	100.00	0.00	0.0	8.33	0.00	0.0
44520	INSURANCE RECOVERY	0.00	5,792.48-	0.0	0.00	0.00	0.0
44530	SALE OF EQUIPMENT	250.00	0.00	0.0	20.83	0.00	0.0
46990	OTHER STATE REVENUES	1,000.00	0.00	0.0	83.33	0.00	0.0
47700	ASSET FORFEITURE FUNDS	11,395.75	11,903.68-	104.5	949.65	507.93-	53.5
Total REVENUES		97,095.63	73,827.78-	76.0	8,091.30	16,470.59	203.6
EXPENDITURES							
54150	DRUG ENFORCEMENT	124,791.63-	109,136.29	87.5	10,399.30-	32,939.89	316.8
Total EXPENDITURES		124,791.63-	109,136.29	87.5	10,399.30-	32,939.89	316.8
Total DRUG CONTROL		27,696.00-	35,308.51	127.5	2,308.00-	49,410.48	2140.8

Summary Financial Statement  
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Fiscal Year Time Lapse: 66.66

131 HIGHWAY/PUBLIC WORKS

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	1,215,650.00	1,119,127.78-	92.1	101,304.17	640,221.22-	632.0
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	35,801.00	24,010.18-	67.1	2,983.42	4,813.08-	161.3
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	1,499.83-	0.0	0.00	82.70-	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	13,700.00	9,837.04-	71.8	1,141.67	6,460.86-	565.9
40140	INTEREST AND PENALTY	7,106.00	4,563.93-	64.2	592.17	880.90-	148.8
40280	MINERAL SEVERANCE TAX	68,500.00	65,870.76-	96.2	5,708.33	0.00	0.0
43102	OTHER EMPLOYEE BENEFIT CHARGES/CONTR.	1,500.00	0.00	0.0	125.00	0.00	0.0
44130	SALE OF MATERIALS AND SUPPLIES	2,500.00	12,224.00-	489.0	208.33	1,000.00-	480.0
44170	MISCELLANEOUS REFUNDS	0.00	56.41-	0.0	0.00	56.41-	0.0
44520	INSURANCE RECOVERY	0.00	14,933.33-	0.0	0.00	14,933.33-	0.0
44560	DAMAGES RECOVERED FROM INDIVIDUALS	0.00	100.00-	0.0	0.00	0.00	0.0
46410	BRIDGE PROGRAM	153,950.00	42,464.93-	27.6	12,829.17	0.00	0.0
46420	STATE AID PROGRAM	245,671.00	72,514.33-	29.5	20,472.58	0.00	0.0
46920	GASOLINE AND MOTOR FUEL TAX	1,958,514.00	1,203,999.20-	61.5	163,209.50	187,008.39-	114.6
46930	PETROLEUM SPECIAL TAX	32,134.00	18,735.29-	58.3	2,677.83	2,676.47-	99.9
47230	DISASTER RELIEF	0.00	32,433.65-	0.0	0.00	0.00	0.0
48120	PAVING AND MAINTENANCE	0.00	15,971.15-	0.0	0.00	0.00	0.0
Total REVENUES		3,735,026.00	2,638,341.81-	70.6	311,252.17	858,133.36-	275.7
EXPENDITURES							
61000	ADMINISTRATION	201,937.00-	113,656.72	56.3	16,828.08-	12,868.87	76.5
62000	HIGHWAY AND BRIDGE MAINTENANCE	1,877,800.00-	1,053,060.57	56.1	156,483.34-	87,635.28	56.0
63100	OPERATION AND MAINTENANCE OF EQUIPMENT	728,050.00-	422,707.88	58.1	60,670.84-	78,194.02	128.9
65000	OTHER CHARGES	121,768.00-	82,064.32	67.4	10,147.34-	14,943.09	147.3
66000	EMPLOYEE BENEFITS	410,000.00-	232,087.54	56.6	34,166.67-	30,574.96	89.5
68000	CAPITAL OUTLAY	870,000.00-	232,306.11	26.7	72,499.99-	7,000.00	9.7
Total EXPENDITURES		4,209,555.00-	2,135,883.14	50.7	350,796.26-	231,216.22	65.9
Total HIGHWAY/PUBLIC WORKS		474,529.00-	502,458.67-	105.9	39,544.09-	626,917.14-	1585.4

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Fiscal Year Time Lapse: 66.66

151 GENERAL DEBT SERVICE

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	1,755,939.00	1,616,594.21-	92.1	146,328.25	924,762.49-	632.0
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	51,712.00	34,167.64-	66.1	4,309.33	6,955.56-	161.4
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	2,166.44-	0.0	0.00	119.45-	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	19,789.00	14,223.80-	71.9	1,649.08	9,546.31-	578.9
40140	INTEREST AND PENALTY	9,412.00	6,592.19-	70.0	784.33	1,272.33-	162.2
40210	LOCAL OPTION SALES TAX	1,350,000.00	560,646.06-	41.5	112,500.00	93,778.02-	83.4
40240	WHEEL TAX	878,000.00	468,444.00-	53.4	73,166.67	73,026.00-	99.8
40266	LITIGATION TAX-JAIL, WRKHSE, COURTHOUSE	34,000.00	40,725.69-	119.8	2,833.33	10,783.89-	380.6
40320	BANK EXCISE TAX	195,000.00	0.00	0.0	16,250.00	0.00	0.0
44110	INVESTMENT INCOME	675,000.00	615,700.62-	91.2	56,250.00	96,898.86-	172.3
44120	LEASE/RENTALS	90,000.00	52,500.00-	58.3	7,500.00	7,500.00-	100.0
46851	STATE REVENUE SHARING -T.V.A.	330,000.00	104,670.96-	31.7	27,500.00	0.00	0.0
48130	CONTRIBUTIONS	300,000.00	0.00	0.0	25,000.00	0.00	0.0
49800	OPERATING TRANSFERS	110,000.00	0.00	0.0	9,166.67	0.00	0.0
Total REVENUES		5,798,852.00	3,516,431.61-	60.6	483,237.66	1,224,642.91-	253.4
EXPENDITURES							
82110	GENERAL GOVERNMENT DEBT SERVICE	1,510,000.00-	1,210,000.00	80.1	125,833.34-	0.00	0.0
82120	HIGHWAYS & STREETS DEBT SERVICE	603,239.00-	290,000.00	48.1	50,269.92-	0.00	0.0
82130	EDUCATION DEBT SERVICE	1,650,000.00-	725,000.00	43.9	137,500.00-	0.00	0.0
82210	GENERAL GOVERNMENT	733,398.00-	522,159.88	71.2	61,116.50-	0.00	0.0
82220	HIGHWAYS & STREETS	47,574.00-	42,624.18	89.6	3,964.50-	0.00	0.0
82230	EDUCATION	1,085,892.00-	612,780.09	56.4	90,491.00-	128,700.00	142.2
82310	GENERAL GOVERNMENT	75,500.00-	53,716.74	71.1	6,291.67-	21,731.41	345.4
82330	EDUCATION	1,000.00-	0.00	0.0	83.33-	0.00	0.0
99100	OPERATING TRANSFERS	500,000.00-	500,000.00	100.0	41,666.67-	0.00	0.0
Total EXPENDITURES		6,206,603.00-	3,956,280.89	63.7	517,216.93-	150,431.41	29.1
Total GENERAL DEBT SERVICE		407,751.00-	439,849.28	107.9	33,979.27-	1,074,211.50-	3161.4

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Fiscal Year Time Lapse: 66.66

171 GENERAL CAPITAL PROJECTS

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
EXPENDITURES							
91110	GENERAL ADMINISTRATION PROJECTS	7,730,219.00-	1,510,211.08	19.5	644,184.91-	94,232.51	14.6
	Total EXPENDITURES	7,730,219.00-	1,510,211.08	19.5	644,184.91-	94,232.51	14.6
	Total GENERAL CAPITAL PROJECTS	7,730,219.00-	1,510,211.08	19.5	644,184.91-	94,232.51	14.6
=====							

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Fiscal Year Time Lapse: 66.66

175 HUD GRANT PROJECTS

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
47180	COMMUNITY DEVELOPMENT	69,306.00	69,306.00-	100.0	5,775.50	0.00	0.0
	Total REVENUES	69,306.00	69,306.00-	100.0	5,775.50	0.00	0.0
EXPENDITURES							
91190	OTHER GENERAL GOVERNMENT PROJECTS	69,306.00-	69,306.00	100.0	5,775.50-	0.00	0.0
	Total EXPENDITURES	69,306.00-	69,306.00	100.0	5,775.50-	0.00	0.0
	Total HUD GRANT PROJECTS	0.00	0.00	0.0	0.00	0.00	0.0





Summary Financial Statement  
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189 OTHER CAPITAL PROJECTS

Account	Description	Year-To-Date			FEBRUARY		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
47235	HOMELAND SECURITY GRANTS	283,434.00	0.00	0.0	23,619.50	0.00	0.0
Total REVENUES		283,434.00	0.00	0.0	23,619.50	0.00	0.0
EXPENDITURES							
91130	PUBLIC SAFETY PROJECTS	283,434.00	115,480.27	40.7	23,619.50	66,182.72	280.2
Total EXPENDITURES		283,434.00	115,480.27	40.7	23,619.50	66,182.72	280.2
Total OTHER CAPITAL PROJECTS		0.00	115,480.27	0.0	0.00	66,182.72	0.0



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141 GENERAL PURPOSE SCHOOL

Account	Description	Year-To-Date			FEBRUARY		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	5,042,696.00	4,641,990.35-	92.1	420,224.67	2,655,733.93-	632.0
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	148,507.00	101,676.90-	68.5	12,375.58	17,360.30	140.3
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	6,221.56-	0.0	0.00	343.05-	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	56,831.00	25,634.21-	45.1	4,735.92	10,822.02-	228.5
40140	INTEREST AND PENALTY	27,029.00	16,108.23-	59.6	2,252.42	830.03-	36.9
40210	LOCAL OPTION SALES TAX	4,155,935.00	2,545,963.10-	61.3	346,327.92	426,030.94-	123.0
40350	INTERSTATE TELECOMMUNICATIONS TAX	0.00	4,558.24-	0.0	0.00	996.99-	0.0
41110	MARRIAGE LICENSES	0.00	1,135.25-	0.0	0.00	85.50-	0.0
43511	TUITION - REGULAR DAY STUDENTS	4,000.00	16,608.31-	415.2	333.33	4,000.00-	1200.0
43542	CONTRACT FOR INSTRUCT SERV W/OTHER LEA'S	0.00	1,530.00-	0.0	0.00	1,530.00-	0.0
43570	RECEIPTS FROM INDIVIDUAL SCHOOLS	55,000.00	31,087.75-	56.5	4,583.33	3,978.65-	86.8
43581	COMMUNITY SERVICE FEES - CHILDREN	25,000.00	14,754.00-	59.0	2,083.33	2,256.00-	108.3
43990	OTHER CHARGES FOR SERVICES	0.00	1,000.00-	0.0	0.00	0.00	0.0
44120	LEASE/RENTALS	18,000.00	22,400.00-	124.4	1,500.00	2,800.00-	186.7
44130	SALE OF MATERIALS AND SUPPLIES	0.00	412.75-	0.0	0.00	33.00-	0.0
44520	INSURANCE RECOVERY	0.00	46,065.05-	0.0	0.00	17,374.75-	0.0
44560	DAMAGES RECOVERED FROM INDIVIDUALS	0.00	738.73-	0.0	0.00	0.00	0.0
44570	CONTRIBUTIONS & GIFTS	0.00	448.00-	0.0	0.00	0.00	0.0
44990	OTHER LOCAL REVENUES	0.00	1,500.00-	0.0	0.00	0.00	0.0
46511	BASIC EDUCATION PROGRAM	25,927,928.00	18,182,749.60-	70.1	2,160,660.67	2,613,992.80-	121.0
46515	EARLY CHILDHOOD EDUCATION	738,548.00	274,026.88-	37.1	61,545.66	0.00	0.0
46550	DRIVER EDUCATION	18,000.00	0.00	0.0	1,500.00	0.00	0.0
46590	OTHER STATE EDUCATION FUNDS	272,290.38	219,541.35-	80.6	22,690.87	255.00-	1.1
46610	CAREER LADDER PROGRAM	459,389.00	258,701.73-	56.3	38,282.42	0.00	0.0
46612	CAREER LADDER - EXTENDED CONTRACT	146,302.00	73,087.50-	50.0	12,191.83	0.00	0.0
46851	STATE REVENUE SHARING -T.V.A.	200,000.00	200,000.00-	100.0	16,666.67	0.00	0.0
46980	OTHER STATE GRANTS	53,300.00	11,589.66-	21.7	4,441.67	0.00	0.0
46990	OTHER STATE REVENUES	60,000.00	45,720.90-	76.2	5,000.00	7,536.80-	150.7
47120	ADULT EDUCATION STATE GRANT PROGRAM	155,054.30	60,098.29-	38.8	12,921.19	0.00	0.0
47590	OTHER FEDERAL THROUGH STATE	90,882.00	27,088.25-	29.8	7,573.50	5,447.99-	71.9
47990	OTHER DIRECT FEDERAL REVENUE	5,380.00	5,380.00-	100.0	448.33	0.00	0.0
49800	TRANSFERS IN	8,000.00	0.00	0.0	666.67	0.00	0.0
Total REVENUES		37,668,071.68	26,837,816.59-	71.2	3,139,005.98	5,736,687.15-	182.8
EXPENDITURES							
71100	REGULAR INSTRUCTION PROGRAM	20,164,496.99-	12,006,517.74	59.5	1,680,374.75-	1,887,746.50	112.3
71150	ALTERNATIVE INSTRUCTION PROGRAM	61,386.00-	47,089.37	76.7	5,115.51-	10,441.31	204.1
71200	SPECIAL EDUCATION PROGRAM	2,319,434.00-	1,336,543.51	57.6	193,286.17-	220,090.17	113.9
71300	VOCATIONAL EDUCATION PROGRAM	2,061,259.00-	1,237,988.73	60.1	171,771.63-	192,037.15	111.8
71600	ADULT EDUCATION PROGRAM	151,866.65-	95,219.41	62.7	12,655.58-	20,181.94	159.5
72110	ATTENDANCE	85,713.00-	47,536.04	55.5	7,142.75-	6,469.75	90.6
72120	HEALTH SERVICES	312,899.00-	185,992.87	59.4	26,074.92-	28,419.37	109.0
72130	OTHER STUDENT SUPPORT	936,649.00-	456,339.48	48.7	78,054.09-	78,468.06	100.5
72210	REGULAR INSTRUCTION PROGRAM	1,075,191.00-	611,959.68	56.9	89,599.28-	99,437.16	111.0

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141 GENERAL PURPOSE SCHOOL

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
EXPENDITURES							
72215	ALTERNATIVE INSTRUCTION PROGRAM	41,194.00-	26,124.58	63.4	3,432.83-	4,392.32	128.0
72220	SPECIAL EDUCATION PROGRAM	259,138.00-	153,306.91	59.2	21,594.83-	23,032.62	106.7
72230	VOCATIONAL EDUCATION PROGRAM	128,238.00-	63,728.94	49.7	10,686.50-	9,880.97	92.5
72260	ADULT PROGRAMS	70,021.00-	49,693.04	71.0	5,835.07-	12,675.57	217.2
72310	BOARD OF EDUCATION	696,208.00-	576,233.85	82.8	58,017.32-	81,844.71	141.1
72320	OFFICE OF THE SUPERINTENDENT	289,746.00-	163,454.96	56.4	24,145.52-	20,295.68	84.1
72410	OFFICE OF THE PRINCIPAL	1,860,938.00-	1,132,102.52	60.8	155,078.17-	170,281.70	109.8
72510	FISCAL SERVICES	229,925.00-	129,591.58	56.4	19,160.42-	17,241.61	90.0
72610	OPERATION OF PLANT	3,089,930.39-	1,929,923.34	62.5	257,494.21-	262,080.82	101.8
72620	MAINTENANCE OF PLANT	624,550.65-	471,990.22	75.6	52,045.89-	36,248.34	69.6
72710	TRANSPORTATION	2,116,339.00-	1,735,907.30	82.0	176,361.59-	169,174.69	95.9
72810	CENTRAL AND OTHER	46,772.00-	22,876.23	48.9	3,897.66-	2,658.52	68.2
73300	COMMUNITY SERVICES	92,818.00-	58,704.66	63.2	7,734.82-	8,141.47	105.3
73400	EARLY CHILDHOOD EDUCATION	737,248.00-	409,373.25	55.5	61,437.32-	68,472.34	111.5
76100	REGULAR CAPITAL OUTLAY	277,939.00-	178,082.90	64.1	23,161.58-	56,527.94	244.1
82130	EDUCATION	302,000.00-	1,000.00	0.3	25,166.67-	0.00	0.0
99100	TRANSFERS OUT	1,300.00-	0.00	0.0	108.33-	0.00	0.0
Total EXPENDITURES		38,033,199.68-	23,127,281.11	60.8	3,169,433.41-	3,486,240.71	110.0
Total GENERAL PURPOSE SCHOOL		365,128.00-	3,710,535.48-	1016.2	30,427.43-	2,250,446.44-	7396.1

G/L Month: 02 FEBRUARY  
 Beginning Fund: 141 Beginning Function:  
 Ending Fund: 141 Ending Function: ZZZZZ

\* End of Report: LAWRENCE CO BD OF EDUCATION \*

LAWRENCE COUNTY TN

BI-MONTHLY REPORT SUPERINTENDENT

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.		X	X			X	
8	Niedergereses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.	X		X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  X Voice  Roll Call

Comments:

REPORT OF THE RESOLUTION COMMITTEE  
TO THE LAWRENCE COUNTY BOARD OF COMMISSIONERS  
LAWRENCE COUNTY, TENNESSEE

March 27, 2007  
5:00 p.m.

We, The Resolution Committee, Respectfully Report That As Such Committee, In Accordance With Resolution Of The Court Which Created And Prescribed The Functions Of The Committee, Met Received, Examined And Hereby Report To The Court For Its Consideration At This Term Without Suspension Of The Rules, Certain Resolutions Hereto Attached, Filed In The Office Of The County Executive When The Committee Met Fourteen (14) Days Before The Term Of The Following Subjects, To-Wit:

1. Resolution No. 2007032701  
Resolution Approving Minutes Of January 10, 2007, Special Session  
Sponsor: Jerry Dryden
2. Resolution No. 2007032702  
Resolution Approving Minutes Of January 23, 2007, Regular Session  
Sponsor: Jerry Dryden
3. Resolution No. 2007032703  
Resolution Approving Minutes Of February 20, 2007, Special Session  
Sponsor: Jerry Dryden
4. Resolution No. 2007032704  
Resolution To Approve Amendments To The 2006-2007 Lawrence County Budget  
Sponsor: Paul Rosson
5. Resolution No. 2007032705  
Resolution To Approve Amendments To The 2006-2007 Lawrence County Board Of Education Budget  
Sponsor: Lawrence County Board of Education
6. Resolution No. 2007032706  
Resolution To Adopt A Code Of Ethics For Officials And Employees Of Lawrence County Government  
Sponsor: Paul Rosson
7. Resolution No. 2007032707  
Resolution To Participate In The Three-Star Program  
Sponsor: Paul Rosson
8. Resolution No. 2007032708  
Resolution To Affirm Compliance With Federal Title VI Regulations  
Sponsor: Paul Rosson
9. Resolution No. 2007032709  
(Note Resolution)  
Sponsor: Paul Rosson

10. Resolution No. 2007032710  
Resolution To Authorize A Mutual-Aid Agreement For The Provision Of  
Emergency Assistance To Other Local Governments By Lawrence County  
Sponsor: Paul Rosson; Sheriff Kenny Taylor
11. Resolution No. 2007032711  
Resolution To Approve Changes To The Lawrence County Highway  
Department Personnel Policy Manual  
Sponsor: Lawrence County Highway Department
12. Resolution No. 2007032712  
Resolution To Provide Matching Funds For Various Grants Received By  
The Lawrence County Rescue Squad And Various Members Thereof  
Sponsor: Economic and Community Development Committee
13. Resolution No. 2007032713  
Resolution To Encourage Better Attendance By County Commissioners At  
Committee Meetings And Regular Meetings Of The Lawrence County  
Legislative Body  
Sponsor: Chris Jackson
14. Resolution No. 2007032714  
Resolution To Rename Cemetery Lane To Fawn Lane And Add Road To  
The Road List  
Sponsor: Richard L. Hill
15. Resolution No. 2007032715  
Resolution To Establish Speed Limit On Dugout Road  
Sponsor: Delano Benefield
16. Resolution No. 2007032716  
Resolution To Prohibit Any Contractors Doing Business With Lawrence  
County, Tennessee, To Have In Its Employment Unauthorized Aliens  
Sponsor: Delano Benefield

Alan Keener, Chair Pro Tempore of the Resolution Committee



LAWRENCE COUNTY TN  
 March 27, 2007 Regular Session  
 APPROVAL OF THE REPORT OF THE RESOLUTION COMMITTEE

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.		X	X			X	
8	Niedergereses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.	X		X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

**TYPE OF VOTE:**     **X**     **Voice**     **Roll Call**

**Comments:**


RESOLUTION NO. 2007032701

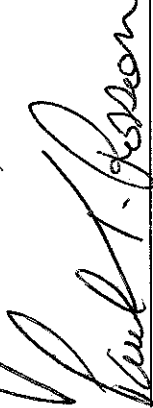
RESOLUTION APPROVING MINUTES OF JANUARY 10, 2007, SPECIAL SESSION

WHEREAS, the Lawrence County Legislative Body met on January 10, 2007, in special session.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, that the attached minutes of the January 10, 2007, special session are approved.

Passed this 27th day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

**LAWRENCE COUNTY COMMISSION**  
**January 10, 2007 - Special Session**  
**5:00 p.m.**

**Meeting was called to order by Jerry Dryden, Chair of Legislative Body.**  
**Roll was called by Chuck Kizer, County Clerk.**

**15 members present:**

Delano Benefield, Ronald Benefield, Anne Brown, Bobby Clifton, Chuck Doerflinger, Jerry Dryden, Dennis Gillespie, Sandra Hyatt, Chris Jackson, Alan Keener, Mark Niedergeses, Jerry Putman, John Sanders, Jr., Joe Wray and Wayne Yocom.

**3 members absent:**

Charles H. Robertson, Richard Hill and Ray Brazier

**Invocation** given by Paul Rosson, County Executive.

**Pledge** led by Bobby Clifton, County Commissioner.

**No Public comments**

**RESOLUTION#2007011001**

Resolution to provide for the design and renovation of a portion of the Solid Waste Transfer Station to be used as a temporary jail facility for Lawrence County sponsor: Paul Rosson

**PASSED** by roll call vote with 3 members absent.

**Voting AYE:** Wayne Yocom, Joe Wray, John Sanders, Jr., Jerry Putman, Mark Niedergeses, Alan Keener, Chris Jackson, Sandra Hyatt, Dennis Gillespie, Jerry Dryden, Chuck Doerflinger, Anne Brown, Ronald Benefield and Delano Benefield.

**Voting NAY:** Bobby Clifton

Alan Keener made motion to adjourn; seconded by Chris Jackson.  
Approved by unanimous voice vote.

LAWRENCE COUNTY TN RESOLUTION NO: 2007032701

RESOLUTION APPROVING MINUTES OF JANUARY 10, 2007, SPECIAL SESSION

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.	X		X			X	
8	Niedergeses, Mark		X	X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

RESOLUTION NO. 2007032702

RESOLUTION APPROVING MINUTES OF JANUARY 23, 2007, REGULAR SESSION

WHEREAS, the Lawrence County Legislative Body met on January 23, 2007, in regular session.

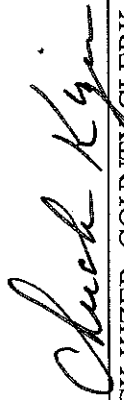
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, that the attached minutes of the January 23, 2007, regular session are approved.

Passed this 27th day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

**LAWRENCE COUNTY COMMISSION**  
**January 23, 2007 - Regular Session**  
**5:00 p.m.**

**Meeting was called to order by Chair, Jerry Dryden.**  
**Roll call taken by Chuck Kizer, County Clerk.**  
All members present were:

**Invocation** given by Charles Robertson. **Pledge** led by Ronnie Benefield.

**Public Comments:** Betty Slater (wheel tax and land tax) and Jim Modlin (wheel tax).

**AGRICULTURAL REPORT BY CALVIN BRYANT**

**BI-MONTHLY FINANCIAL REPORT FISCAL AGENT** PASSED  
**BI-MONTHLY FINANCIAL REPORT SCHOOL SUPERINTENDENT** PASSED  
**REPORT OF THE RESOLUTION COMMITTEE** PASSED

- RESOLUTION#2007012301** Resolution approving minutes of November 28, 2006,  
Sponsor: Jerry Dryden  
**PASSED** by unanimous voice vote.
- RESOLUTION#2007012302** Resolution to approve budget amendments for the Lawrence  
County General Fund  
Sponsor: Paul Rosson  
**PASSED** by unanimous voice vote.
- RESOLUTION#2007012303** Resolution to confirm appointment to Grievance Committee  
Sponsor: Paul Rosson  
**PASSED** by unanimous voice vote.
- RESOLUTION#2007012304** Resolution to exempt county purchases under the amount of  
Sponsor: Paul Rosson  
five thousand dollars (\$5,000.00) from the sealed bid  
requirement  
**PASSED** by unanimous voice vote.
- RESOLUTION#2007012305** Resolution regarding West Point Utility District  
Sponsor: Paul Rosson  
**PASSED** by unanimous voice vote.
- RESOLUTION#2007012306** Resolution to approve Lawrence County Road List  
Sponsor: Highway Department  
**PASSED** by unanimous voice vote.
- RESOLUTION#2007012307** Resolution to prohibit the use of tobacco in all county buildings  
Sponsor: Alan Keener  
and within 35 feet of any entrance thereto  
**PASSED** by unanimous roll call vote.
- RESOLUTION#2007012308** Resolution to amend Resolution No. 2005092705 regarding  
Sponsor: Richard Hill  
the construction of underground utilities crossing under or  
along county roads  
**PASSED** by unanimous voice vote.

**RESOLUTION#2007012309**

Sponsor: Chris Jackson

Resolution to levy a county-wide motor vehicle tax  
**FAILED** by roll call vote. Voting AYE: Dennis Gillespie and  
Chris Jackson. Voting NAY: Delano Benefield, Ronnie  
Benefield, Ray Brazier, Anne Brown, Bobby Clifton, Chuck  
Doerflinger, Jerry Dryden, Richard Hill, Sandra Hyatt, Alan  
Keener, Mark Niedergeses, Jerry Putman, Charles Robertson,  
John Sanders Jr., Joe Wray and Wayne Yocom.

**RESOLUTION#2007012310**

Sponsor: Paul Rosson

Resolution regarding inclusion of Lawrence County in  
Appalachian Regional Commission  
**PASSED** by unanimous voice vote.

**RESOLUTION#2007012311**

Sponsor: Paul Rosson

Resolution to recognize Edward M. Lindsey  
**PASSED** by unanimous voice vote.

**RESOLUTION#2007012312**

Sponsor: Jerry Dryden

Resolution to request the General Assembly of the State of TN  
to amend T.C.A. §7-82-307  
**TABLED** by roll call vote. Voting AYE: Delano Benefield,  
Bobby Clifton, Chuck Doerflinger, Dennis Gillespie, Richard  
Hill, Sandra Hyatt, Chris Jackson, Alan Keener, Mark  
Niedergeses, Jerry Putman, Charles Robertson, John Sanders  
Jr. and Wayne Yocom. Voting NAY: Ronnie Benefield, Ray  
Brazier, Anne Brown and Jerry Dryden.

**RESOLUTION#2007012313**

Sponsor: Paul Rosson

Resolution to request TN Dept of Transportation to increase  
speed limit at David Crockett Elementary School zone from 15  
miles per hour to 30 miles  
per hour  
**PASSED** by unanimous voice vote.

**RESOLUTION#2007012314**

Sponsor: Paul Rosson

Resolution to extend lease for building being utilized by  
election commission  
**PASSED** by unanimous voice vote.

**RESOLUTION#2007012315**

Sponsor: Paul Rosson

Resolution to provide for preliminary plans for renovation of  
First Farmers and Merchants Bank building located in Leoma,  
TN, donated to Lawrence County for use as the Lawrence  
County Archives  
**PASSED** by unanimous roll call vote.

**ELECTION OF NOTARIES**

Judy Cothren, Bill Repsel, Lois Faye Fox, Vila Campbell, Mindy Markus Janssen,  
Jane C. Hairrell, Gayle Wright, Ann Hughes, Gary Wilton Nutt, Jane M. Jennings,  
Patti L. Jaco, Memra Surles, Michael Kelley, Vicki B. Carroll, Melissa E. Daniels,  
Susan M. Moore, Carolyn Thompson and Wanda J. Smithson.

**SUSPEND THE RULES**  
**RESOLUTION#2007012316**  
Sponsor: Paul Rosson

**PASSED** by unanimous voice vote.  
Resolution to increase litigation taxes for General Sessions Court in Lawrence County  
**PASSED** by unanimous roll call vote.

**RESOLUTION#2007012317**  
Sponsor: Paul Rosson

Resolution to urge the General Assembly of the State of Tennessee to enact a private act authorizing Lawrence County to levy a privilege tax of two cents (2¢) per gallon upon all gasoline, fuel, alcohol, diesel fuel and all fuel other than gasoline that is suitable for use in a diesel fired vehicle sold in Lawrence County  
**PASSED** by unanimous roll call vote.

**RESOLUTION#2007012318**  
Sponsor: Office of Accounts and Budgets

Resolution to approve budget amendments for the Lawrence County General Fund  
**PASSED** by unanimous voice vote.

**RESOLUTION#2007012319**  
Sponsor: Paul Rosson

Resolution declaring the intent of Lawrence County, Tennessee, to reimburse itself in an approximate amount of \$50,000.00 for certain expenditures relating to school building repairs with the proceeds of bonds or other debt obligations to be issued by Lawrence County  
**PASSED** by unanimous voice vote.

Motion to adjourn made by Wayne Yocom and seconded by Mark Niedergeses. Motion to adjourn approved by unanimous voice vote.




RESOLUTION NO. 2007032703

RESOLUTION APPROVING MINUTES OF FEBRUARY 20, 2007, SPECIAL SESSION

WHEREAS, the Lawrence County Legislative Body met on February 20, 2007, in special session.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, that the attached minutes of the February, 2007, special session are approved.

Passed this 27th day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

**LAWRENCE COUNTY COMMISSION**  
**February 20, 2007 - Special Session**  
**5:00 p.m.**

**Meeting was called to order by Jerry Dryden, Chair of Legislative Body.**  
**Roll was called by Chuck Kizer, County Clerk.**

**15 members present:**

Delano Benefield, Ronald Benefield, Ray Brazier, Anne Brown, Chuck Doerflinger, Jerry Dryden, Dennis Gillespie, Richard Hill, Sandra Hyatt, Chris Jackson, Alan Keener, Jerry Putman, John Sanders, Jr., Joe Wray and Wayne Yocom.

**3 members absent:**

Charles H. Robertson, Mark Niedergeses and Bobby Clifton

**Invocation given by Jerry Putman, County Commissioner.**

**Pledge led by Anne Brown, County Commissioner.**

**Public comments:** Kay Dotson, School Board Member

**RESOLUTION#2007022001**

Resolution to authorize the county executive to enter into contract with First Volunteer Bank for Lawrence County to purchase the First volunteer Bank Building and lot located at 200 West Gaines Street, Lawrenceburg, Tennessee sponsor: Paul Rosson

**PASSED** by roll call vote with 3 members absent.

**Voting AYE:** Wayne Yocom, Joe Wray, John Sanders, Jr., Mark Niedergeses, Alan Keener, Chris Jackson, Sandra Hyatt, Dennis Gillespie, Jerry Dryden, Chuck Doerflinger, Bobby Clifton, Anne Brown, Ronald Benefield and Delano Benefield,

**Voting NAY:**

Jerry Putman and Ray Brazier

Alan Keener made motion to adjourn; seconded by Dennis Gillespie.  
Approved by unanimous voice vote.

LAWRENCE COUNTY TN RESOLUTION NO: 2007032703

RESOLUTION APPROVING MINUTES OF FEBRUARY 20, 2007, SPECIAL SESSION

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.	X		X			X	
8	Niedergereses, Mark		X	X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

AMENDED RESOLUTION NO. 2007032704

AMENDED RESOLUTION TO APPROVE AMENDMENTS TO THE 2006-2007  
LAWRENCE COUNTY BUDGET

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 27th day of March, 2007, approve amendments to the 2006-2007 Lawrence County General Budget as attached.

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

PASSED AS AMENDED this 27th day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: ACCOUNTS AND BUDGETS

**General Fund - 101**

County Commission			
Account	Sub	Description	Credit
51100	599	Other Charges	\$ 14,705.28
51100	325	Fiscal Agent Charges	\$ 14,705.28

TO ADJUST OTHER CHARGES TO REFLECT PAYMENT OF INTEREST TO THE DEPT. OF HOMELAND SECURITY  
 FOR INTEREST EARNED ON 1,000,000 GRANT. DECREASED FISCAL AGENT CHARGES TO AVOID REDUCING  
 FUND BALANCE.

County Executive			
Account	Sub	Description	Credit
51300	355	Travel	\$ 2,000.00
51100	355	Travel	\$ 2,000.00

TO ADJUST TRAVEL BUDGET TO REFLECT PROJECTED EXPENDITURES.

Election Commission			
Account	Sub	Description	Credit
51500	187	Overtime Pay	222.37
51500	193	Election Workers	6,767.33
51500	317	Data Processing Services	50.92
51500	332	Legal Notices, Recording & Court Cst	3,478.42
51500	348	Postal Charges	22.20
51500	435	Office Supplies	503.13
51500	599	Other Charges	17.58
51500	719	Office Equipment	95.90
51500	315	Contracts with Vehicle Owners	\$ 11,157.85
			\$ 11,157.85

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

Register of Deeds			
Account	Sub	Description	Credit
51600	317	Data Processing Services	\$ 3,146.57
51600	435	Office Supplies	\$ 1,074.57
51600	711	Furniture & Fixtures	\$ 2,072.00
			\$ 3,146.57

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

Preservation of Records			
Account	Sub	Description	Credit
51910	307	Communication	\$ 571.37
51910	709	Data Processing Equipment	\$ 571.37

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

Accounts & Budgets			
Account	Sub	Description	Credit
52100	599	Other Charges	\$ 29.10
52100	709	Data Processing Equipment	\$ 289.00
52100	499	Other Supplies & Materials	\$ 318.10
			\$ 318.10

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

Purchasing			
Account	Sub	Description	Credit
52210	355	Travel	\$ 238.36
52210	599	Other Charges	\$ 238.36

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

Property Assessor			
Account	Sub	Description	Credit
52300	196	In-Service Training	155.00
52300	338	Maintenance & Repair Serv. - Veh	20.74
52300	399	Other Contracted Services	
			175.74
			\$ 175.74

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

Trustee			
Account	Sub	Description	Credit
52400	336	Maintenance & Repair Serv. - Equip	40.60
52400	599	Other Charges	
			\$ 40.60
			\$ 40.60

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

County Clerk			
Account	Sub	Description	Credit
52500	355	Travel	161.75
52500	399	Other Contracted Services	
52500	499	Other Supplies & Materials	
			\$ 456.75
			\$ 456.75

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

Circuit Court			
Account	Sub	Description	Credit
53100	194	Jury & Witness Fees	1976.17
53100	334	Maintenance Agreements	
53100	499	Other Supplies & Materials	
53100	349	Printing, Stationery & Forms	
53100	355	Travel	
			\$ 1,976.17
			\$ 1,976.17

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

General Sessions			
Account	Sub	Description	Credit
53300	187	Overtime Pay	513.79
53300	399	Other Contracted Services	
53300	435	Office Supplies	
53300	499	Other Supplies & Materials	
53300	599	Other Charges	
53300	719	Office Equipment	
53300	709	Data Processing Equipment	
			\$ 1,800.32
			\$ 1,800.32

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

Chancery Court			
Account	Sub	Description	Credit
53400	196	In-Service Training	25.00
53400	334	Maintenance Agreements	
53400	399	Other Contracted Services	
			\$ 55.00
			\$ 55.00

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

Sheriff's Department			
Account	Sub	Description	Credit
54110	187-K900T	K-9 Overtime Pay	1,006.10
54110	189	Other Salaries and Wages	174.66
54110	334	Maintenance Agreements	
54110	425	Gasoline	
54110	435	Office Supplies	
54110	718	Motor Vehicles	
54110	716	Law Enforcement Equipment	
54110	187	Overtime Pay	
			11,199.61
			1,006.10
			\$ 12,205.71
			\$ 12,205.71

TO INCREASE EXPENDITURE LINES TO REFLECT ACTUAL CHARGES. ADDITIONALLY, THE OVERTIME PAY & LAW ENFORCEMENT EQUIPMENT LINES ARE BEING DECREASED TO OFFSET OVERAGES.

Jail				
Account	Sub	Description	Debit	Credit
54210	196	In-Service Training		\$ 485.00
54210	312	Contracts W/Private Agencies		\$ 216,256.29
54210	399	Other Contracted Services		\$ 4,897.05
54210	499	Other Supplies & Materials		\$ 803.85
54210	507	Medical Claims		\$ 35,654.91
54210	169	Part-Time Personnel (Nurse)	\$ 4,335.33	
39000		Fund Balance	\$ 253,761.77	
			\$ 258,097.10	\$ 258,097.10

TO INCREASE EXPENDITURE LINES TO REFLECT ACTUAL CHARGES. HOUSING OF INMATES IS BEING INCREASED BY \$216,256.29 TO COVER OVERAGES THROUGH FEB 07. THE TOTAL SPENT ON INMATE HOUSING SINCE JULY 1, 2006 IS \$815,393.67. MEDICAL CLAIMS ARE BEING INCREASED BY \$35,654.91. I HAVE ASKED T. BEECHAM TO SEND OUT LETTERS TO EACH COUNTY THAT IS HOUSING PRISONERS TO LET THEM KNOW THAT WE WILL NOT PAY MEDICAL CLAIMS THAT HAVE NOT BEEN APPROVED BY THE LAWRENCE COUNTY SHERIFF'S DEPT. PRIOR TO MEDICAL ATTENTION.

Ambulance Service				
Account	Sub	Description	Debit	Credit
55130	187	Overtime Pay		\$ 58,585.75
55130	410	Custodial Supplies		\$ 382.05
55130	451	Uniforms		\$ 840.45
55130	499-PMSCH	Other Supplies & Materials		\$ 119.40
55130	131	Medical Personnel	\$ 59,927.65	
			\$ 59,927.65	\$ 59,927.65

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

Other Social Cultural & Recreation Contributions				
Account	Sub	Description	Debit	Credit
56900	316	Contributions		\$ 3,000.00
53500	399	Other Contracted Services	\$ 3,000.00	
			\$ 3,000.00	\$ 3,000.00

TO INCREASE LINE ITEM TO REFLECT CONTRIBUTION FOR THE LORETTO WAR MEMORIAL PROJECT.

Tourism				
Account	Sub	Description	Debit	Credit
58110	316	Contributions		\$ 1,400.00
39000		Fund Balance	\$ 1,400.00	
			\$ 1,400.00	\$ 1,400.00

TO INCREASE LINE ITEM TO REFLECT CONTRIBUTION TO JOINT ECD BOARD FOR INTERLOCAL PURCHASE OF MOBILE DISPLAY OF LAWRENCE COUNTY. DISPLAY WILL BE USED BY ALL INTERLOCAL PARTIES.

Other Charges				
Account	Sub	Description	Debit	Credit
58400	332	Legal Notices, Recording & Court Cst		\$ 279.63
58400	515	Liability Claim		\$ 2,222.46
58400	516	Other Self-Insure Claims		\$ 16,405.00
53500	399	Other Contracted Services	\$ 18,907.09	
			\$ 18,907.09	\$ 18,907.09

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES. DECREASING OTHER CONTRACTED SERVICES TO AVOID REDUCING FUND BALANCE. OTHER CONTRACTED SERVICES IS THE LINE ITEM USED TO PAY FOR JUVENILE HOUSING. DURING BUDGET IT WAS PROJECTED THAT THERE WOULD BE A NEED FOR \$28,770 FOR HOUSING, BUT JUVENILE WAS RELEASED BEFORE JULY 1, 2006.

Parity Adjustments			
Account	Sub	Description	Credit
51300	161	Secretary's - County Exec.	\$ 4,000.00
51500	106	Deputies - Election Comm.	\$ 3,700.00
51800	105	Supervisor/Director - Maintenance	\$ 1,000.00
51800	166	Custodial Personnel	\$ 3,000.00
51910	105	Supervisor/Director - Archives	\$ 2,000.00
51910	162	Clerical - Archives	\$ 2,000.00
52100	119	Acct/Bookkeeper - Budget	\$ 2,000.00
52200	122	Purchasing Personnel	\$ 1,000.00
52300	106	Deputies - Property Assessor	\$ 8,000.00
52300	189	Other Salaires & Wages - Prop. Assessor	\$ 2,000.00
53100	106	Deputies - Circuit Court	\$ 18,000.00
53400	106	Deputies - Chancery Court	\$ 8,000.00
54110	161	Secretary's - Sheriff's Dept.	\$ 10,000.00
55110	161	Secretary's - Health Dept.	\$ 4,000.00
57500	140	Salary Supplements - Soil Conserv.	\$ 2,000.00
58300	105	Supervisor/Director - Veterans	\$ 2,000.00
58300	161	Secretary's - Veterans	\$ 2,000.00
58600	201	FICA	\$ 6,548.00
58600	204	TCRS	\$ 7,755.00
99100	590	Transfer out - Library	\$ 9,663.00
39000		Fund Balance	\$ 98,666.00
			\$ 98,666.00
PARTY ADJUSTMENTS FOR FULL-TIME CLERKS & CHIEF DEPUTIES.			
TOTAL AMENDMENTS - GENERAL FUND 101			\$ 488,845.66
			\$ 488,845.66

### Courthouse & Jail Maintenance Fund - 112

Account	Sub	Description	Debit	Credit
58400	335	Maintenance & Repair Services - Build.	\$ 4,000.00	\$ 4,000.00
39000		Fund Balance	\$ 4,000.00	\$ 4,000.00
TO ADJUST MAINTENANCE & REPAIR FOR COURTHOUSE & JAIL TO COVER ACTUAL AND PROJECTED EXPENDITURES. FUND 122 HAS A SUFFICIENT CASH BALANCE TO COVER LINE ITEM INCREASE.				
TOTAL AMENDMENTS - COURTHOUSE & JAIL MAINTENANCE FUND 112			\$ 4,000.00	\$ 4,000.00

### Library Fund - 115

Account	Sub	Description	Debit	Credit
56500	106	Deputies	\$ 2,000.00	\$ 2,000.00
56500	129	Librarians	\$ 6,000.00	\$ 6,000.00
56500	201	FICA	\$ 612.00	\$ 612.00
56500	204	TCRS	\$ 1,051.00	\$ 1,051.00
48130		Contributions	\$ 9,663.00	\$ 9,663.00
			\$ 9,663.00	\$ 9,663.00
PARITY ADJUSTMENTS FOR FULL-TIME CLERKS & CHIEF DEPUTIES.				
TOTAL AMENDMENTS - LIBRARY FUND 115			\$ 9,663.00	\$ 9,663.00



## Solid Waste Fund - 116

Account	Sub	Description	Debit	Credit
55754	312	Contracts W/Private Agencies	\$ 6,912.32	\$ 6,912.32
55754	312-GRIND	Contracts W/Private Agencies/Grinding		\$ 5,000.00
55754	106	Deputies		
55754	162	Clerical	\$ 5,000.00	
55754	425	Gasoline		\$ 3,000.00
55754	513	Workman's Compensation Insurance		\$ 1,083.43
55754	331	Legal Services	\$ 4,083.43	
			\$ 15,995.75	\$ 15,995.75

TO ADJUST LINE ITEMS TO ACTUAL EXPENDITURES AND BUDGET FOR PARITY ADJUSTMENTS.

TOTAL AMENDMENTS - SOLID WASTE FUND - 116    \$ 15,995.75    \$ 15,995.75

## Industrial and Economic Development Fund - 119

Account	Sub	Description	Debit	Credit
91170	316	Contributions		\$ 30,000.00
91170	316	Contributions		\$ 21,861.00
39000		Fund Balance	\$ 51,861.00	
			\$ 51,861.00	\$ 51,861.00

TO INCREASE CONTRIBUTIONS LINE TO REFLECT PAYMENT TO RESCUE SQUAD FOR GRANT MATCHING AMOUNT AS SPECIFIED IN RESOLUTION 2007032712 AND BUDGET FOR CONTRIBUTION TO SHS FOR LIGHTING PROJECT.

TOTAL AMENDMENTS - INDUSTRIAL & ECONOMIC DEV. FUND - 119    \$ 51,861.00    \$ 51,861.00

## DRUG FUND - 122

Account	Sub	Description	Debit	Credit
54150	338	Maintenance & Repair Serv - Veh.		\$ 850.00
54150	435	Office Supplies		\$ 1,500.00
54150	451	Uniforms		\$ 1,500.00
54150	709	Data Processing Equipment		\$ 800.00
54150	716	Law Enforcement Equipment		\$ 3,698.72
54150	718	Motor Vehicles		\$ 23,705.22
39000		Fund Balance	\$ 32,053.94	
			\$ 32,053.94	\$ 32,053.94

TO AMEND BUDGET TO REFLECT PURCHASE OF TRUCK AND INCREASE LINE ITEMS TO REFLECT ACTUAL EXPENDITURES. THERE IS SUFFICIENT CASH TO COVER INCREASES.

TOTAL AMENDMENTS - DRUG FUND - 122    \$ 32,053.94    \$ 32,053.94

## Highway Fund - 131

Account	Sub	Description	Debit	Credit
61000	790	Other Equipment	\$ 3,500.00	
61000	719	Office Equipment		\$ 3,500.00
62000	456	Chert	\$ 3,820.00	
62000	403	Cold-Mix		\$ 3,820.00
44560		Damage Recovery	\$ 10,075.00	
63100	336	Maintenance & Repair - Eqpt.		\$ 10,075.00
44130		Sale of Materials & Supplies	\$ 254.80	
63100	412	Diesel Fuel		\$ 254.80
44130		Sale of Materials & Supplies	\$ 4,287.20	
63100	412	Diesel Fuel		\$ 4,287.20
44560		Damage Recovery	\$ 50.00	
63100	336	Maintenance & Repair - Eqpt.		\$ 50.00
48120		Paving	\$ 3,227.03	
62000	402	Asphalt		\$ 3,227.03
44560		Damage Recovery	\$ 50.00	
63100	336	Maintenance & Repair - Eqpt.		\$ 50.00
44130		Sale of Materials & Supplies	\$ 5,212.00	
62000	440	Pipe		\$ 5,212.00
47230		Federal Revenue	\$ 32,433.65	
62000	402	Asphalt		\$ 32,433.65
48120		Paving	\$ 15,971.15	
62000	402	Asphalt		\$ 15,971.15
44560		Damage Recovery	\$ 14,933.33	
63100	336	Maintenance & Repair - Eqpt.		\$ 14,933.33
			\$ 93,814.16	\$ 93,814.16

TO RECOGNIZE REVENUE RECEIVED AND INCREASE EXPENDITURES TO REFLECT ACTUAL AMOUNTS.

**TOTAL AMENDMENTS - HIGHWAY FUND 131      \$ 93,814.16      \$ 93,814.16**

## AMEND OUT PARITY ADJUSTMENTS

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.				X		X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.				X		X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck				X		X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.				X		X	
12	Hill, Richard L.				X		X	
11	Hyatt, Sandra K.				X		X	
2	Jackson, Chris D.	X		X			X	
4	Keener, Alan J.				X		X	
8	Niedergereses, Mark				X		X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.				X		X	
1	Yocom, Wayne A.		X	X			X	
		<b>TOTAL</b>		<b>9</b>	<b>9</b>	<b>0</b>	<b>18</b>	<b>0</b>

<b>TYPE OF VOTE:</b>	<input type="checkbox"/> Voice	<input checked="" type="checkbox"/> Roll Call
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Comments:

**FAILED**

LAWRENCE COUNTY TN RESOLUTION NO: 2007032704A2

AMEND OUT \$30,000.00 CONTRIBUTION FOR SHS LIGHTING PROJECT

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano				X		X	
9	Benefield, Ronald L.				X		X	
13	Brazier, Ray				X		X	
16	Brown, Anne N.				X		X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck				X		X	
7	Dryden, Jerry W.				X		X	
3	Gillespie, Dennis C.				X		X	
12	Hill, Richard L.				X		X	
11	Hyatt, Sandra K.	X		X			X	
2	Jackson, Chris D.				X		X	
4	Keener, Alan J.		X	X			X	
8	Niedergereses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.				X		X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.				X		X	
1	Yocom, Wayne A.				X		X	
		<b>TOTAL</b>	<b>6</b>	<b>6</b>	<b>12</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

FAILED

LAWRENCE COUNTY TN RESOLUTION NO: 2007032704AA

AMENDED RESOLUTION TO APPROVE AMENDMENTS TO THE 2006-2007  
LAWRENCE COUNTY BUDGET

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.		X	X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck				X		X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.				X		X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergereses, Mark				X		X	
14	Putman, Jerry N.	X		X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>15</b>	<b>3</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

Resolution reconsidered after recess amending out parity adjustments

**General Fund - 101**

**County Commission**

Account	Sub	Description	Debit	Credit
51100	599	Other Charges		\$ 14,705.28
51100	325	Fiscal Agent Charges	\$ 14,705.28	
			\$ 14,705.28	\$ 14,705.28

TO ADJUST OTHER CHARGES TO REFLECT PAYMENT OF INTEREST TO THE DEPT. OF HOMELAND SECURITY FOR INTEREST EARNED ON 1,000,000 GRANT. DECREASED FISCAL AGENT CHARGES TO AVOID REDUCING FUND BALANCE.

**County Executive**

Account	Sub	Description	Debit	Credit
51300	355	Travel		\$ 2,000.00
51100	355	Travel	\$ 2,000.00	
			\$ 2,000.00	\$ 2,000.00

TO ADJUST TRAVEL BUDGET TO REFLECT PROJECTED EXPENDITURES.

**Election Commission**

Account	Sub	Description	Debit	Credit
51500	187	Overtime Pay		\$ 222.37
51500	193	Election Workers		\$ 6,767.33
51500	317	Data Processing Services		\$ 50.92
51500	332	Leg Notices, Rec & Court Cst		\$ 3,478.42
51500	348	Postal Charges		\$ 22.20
51500	435	Office Supplies		\$ 503.13
51500	599	Other Charges		\$ 17.58
51500	719	Office Equipment		\$ 95.90
51500	315	Contracts with Veh Owners	\$11,157.85	
			\$11,157.85	\$11,157.85

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

**Register of Deeds**

Account	Sub	Description	Debit	Credit
51600	317	Laundry Service	\$ 3,146.57	
51600	435	Maint. & Rep. Svcs - Eqpt.		\$ 1,074.57
51600	711	Postal Charges		\$ 2,072.00
			\$ 3,146.57	\$ 3,146.57

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

**Preservation of Records**

Account	Sub	Description	Debit	Credit
51910	307	Communication		\$ 571.37
51910	709	Data Processing Equipment	\$ 571.37	
			\$ 571.37	\$ 571.37

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

**Accounts & Budgets**

Account	Sub	Description	Debit	Credit
52100	599	Other Charges		\$ 29.10
	709	Data Processing Equipment		\$ 289.00
	499	Other Supplies & Materials	\$ 318.10	
			\$ 318.10	\$ 318.10

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

**Purchasing**

Account	Sub	Description	Debit	Credit
52210	355	Travel		\$ 238.36

52210	599	Other Charges	\$ 238.36	\$ 238.36
			\$ 238.36	\$ 238.36

**TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.**

**Property Assessor**

Account	Sub	Description	Debit	Credit
52300	196	In-Service Training		\$ 155.00
52300	338	Maint & Repair Svc - Vehicle		\$ 20.74
52300	399	Other Contracted Svcs	\$ 175.74	
			\$ 175.74	\$ 175.74

**TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.**

**Trustee**

Account	Sub	Description	Debit	Credit
52400	336	Maint & Repair Svc - Eqmt		\$ 40.60
52400	599	Other Charges	\$ 40.60	
			\$ 40.60	\$ 40.60

**TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.**

**County Clerk**

52500	355	Travel		\$161.75
52500	399	Other Contracted Services		\$295.00
52500	499	Other Supplies & Materials	\$456.75	
			\$456.75	\$456.75

**TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.**

**Circuit Court**

Account	Sub	Description	Debit	Credit
53100	194	Jury & Witness Fees	\$ 1,976.17	
53100	334	Maint Agreements		\$ 775.00
53100	499	Other Supplies & Materials		\$ 35.76
53100	349	Printing, Stationery & Forms		\$ 535.41
53100	355	Travel		\$ 630.00
			\$ 1,976.17	\$ 1,976.17

**TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.**

**General Sessions**

Account	Sub	Description	Debit	Credit
53300	187	Overtime Pay		\$ 513.79
53300	399	Other Contracted Services		\$ 23.79
53300	435	Office Supplies		\$ 380.95
53300	499	Other Supplies & Materials		\$ 149.86
53300	599	Other Charges		\$ 151.75
53300	719	Office Equipment		\$ 580.00
53300	709	Data Processing Equipment	\$ 1,800.32	
			\$ 1,800.32	\$ 1,800.32

**TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.**

**Chancery Court**

Account	Sub	Description	Debit	Credit
53400	196	In Service Training		\$ 25.00
53400	334	Maintenance Agreements		\$ 30.00
53400	399	Other Contracted Services	\$ 55.00	
			\$ 55.00	\$ 55.00

**TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.**

**Sheriff's Department**

Account	Sub	Description	Debit	Credit
54110	187-K900T	K-9 Overtime Pay		\$ 1,006.10
54110	189	Other Salaries and Wages		\$ 174.66
54110	334	Maintenance Agreements		\$ 560.00
54110	425	Gasoline		\$ 7,218.89
54110	435	Office Supplies		\$ 863.26



54110	718	Motor Vehicles				\$ 2,382.80
54110	716	Law Enforcement Equipment		\$ 11,199.61		
54110	187	Overtime Pay		\$ 1,006.10		
				\$ 12,205.71		\$ 12,205.71

TO INCREASE EXPENDITURE LINES TO REFLECT ACTUAL CHARGES. ADDITIONALLY, THE OVERTIME PAY & LAW ENFORCEMENT EQUIPMENT LINES ARE BEING DECREASED TO OFFSET OVERTAGES.

**Jail**

Account	Sub	Description	Debit	Credit
54210	196	In-Service Training	\$ 485.00	
54210	312	Contracts W/Private Agencies	\$216,256.29	
54210	399	Other Contracted Services	\$ 4,897.05	
54210	499	Other Supplies & Materials	\$ 803.85	
54210	507	Medical Claims	\$ 35,654.91	
54210	169	Part-Time Personnel (Nurse)	\$ 4,335.33	
39000		Fund Balance	\$253,761.77	\$258,097.10
			\$258,097.10	\$258,097.10

TO INCREASE EXPENDITURE LINES TO REFLECT ACTUAL CHARGES. HOUSING OF INMATES IS BEING INCREASED BY \$216,256.29 TO COVER OVERTAGES THROUGH FEB 07. THE TOTAL SPENT ON INMATE HOUSING SINCE JULY 1, 2006 IS \$815,393.67. MEDICAL CLAIMS ARE BEING INCREASED BY \$35,654.91. I HAVE ASKED T. BEECHAM TO SEND OUT LETTERS TO EACH COUNTY THAT IS HOUSING PRISONERS TO LET THEM KNOW THAT WE WILL NOT PAY MEDICAL CLAIMS THAT HAVE NOT BEEN APPROVED BY THE LAWRENCE COUNTY SHERIFF'S DEPT. PRIOR TO MEDICAL ATTENTION.

**Ambulance Service**

Account	Sub	Description	Debit	Credit
55130	187	Overtime Pay	\$ 52,585.75	
55130	410	Custodial Supplies	\$ 382.05	
55130	451	Uniforms	\$ 840.45	
55130	499-PMSCH	Other Supplies & Materials	\$ 119.40	
55130	131	Medical Personnel	\$ 59,927.65	
			\$ 59,927.65	\$ 59,927.65

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES.

**Other Social Cultural & Recreation Contributions**

Account	Sub	Description	Debit	Credit
56900	316	Contributions		\$ 3,000.00
53500	399	Other Contracted Services	\$ 3,000.00	
			\$ 3,000.00	\$ 3,000.00

TO INCREASE LINE ITEM TO REFLECT CONTRIBUTION FOR THE LORETTO WAR MEMORIAL PROJECT.

**Tourism**

Account	Sub	Description	Debit	Credit
58110	316	Contributions		\$ 1,400.00
39000		Fund Balance	\$ 1,400.00	
			\$ 1,400.00	\$ 1,400.00

TO INCREASE LINE ITEM TO REFLECT CONTRIBUTION TO JOINT ECD BOARD FOR INTERLOCAL PURCHASE OF MOBILE DISPLAY OF LAWRENCE COUNTY. DISPLAY WILL BE USED BY ALL INTERLOCAL PARTIES.

**Other Charges**

Account	Sub	Description	Debit	Credit
58400	332	Legal Notices, Rec & Crt Cst	\$ 279.63	
58400	515	Liability Claim	\$ 2,222.46	
58400	516	Other Self-Insured Claims	\$ 16,405.00	
53500	399	Other Contracted Svcs	\$ 18,907.09	
			\$ 18,907.09	\$ 18,907.09

TO ADJUST LINE ITEMS TO REFLECT ACTUAL EXPENDITURES. DECREASING OTHER CONTRACTED SERVICES TO AVOID REDUCING FUND BALANCE. OTHER CONTRACTED SERVICES IS THE LINE ITEM USED TO PAY FOR JUVENILE HOUSING. DURING BUDGET IT WAS PROJECTED THAT THERE WOULD BE A NEED FOR \$28,770 FOR HOUSING, BUT JUVENILE WAS RELEASED BEFORE JULY 1, 2006.



**Parity Adjustments**

Account	Sub	Description	Debit	Credit
51300	161	Secretary's County Exce		\$ 4,000.00
51500	106	Deputies Fleet Comm		\$ 3,700.00
51800	105	Supervisor/Director Maint.		\$ 1,000.00
51800	166	Custodial Personnel		\$ 3,000.00
51910	105	Supervisor/Director Archives		\$ 2,000.00
51910	162	Clerical Archives		\$ 2,000.00
52100	119	Acct/Bookkeeper Budget		\$ 2,000.00
52200	122	Purchasing Personnel		\$ 1,000.00
52300	106	Deputies Prop. Assessor		\$ 9,000.00
52300	189	Other Sal/Wages Prop. Asses		\$ 2,000.00
53100	106	Deputies Circuit Court		\$18,000.00
53400	106	Deputies Chancery Court		\$ 8,000.00
54110	161	Secretary's Sheriffs Dept		\$10,000.00
55110	161	Secretary's Health Dept		\$ 4,000.00
57500	140	Salary Supp Soil Conserv.		\$ 2,000.00
58300	105	Supervisor/Director Veterans		\$ 2,000.00
58300	161	Secretary's Veterans		\$ 2,000.00
58600	201	FICA		\$ 6,548.00
58600	204	TCRS		\$ 7,755.00
99100	590	Transfer out-Library		\$ 9,663.00
99000		Fund Balance	\$98,666.00	
			\$98,666.00	\$98,666.00

**PARITY ADJUSTMENTS FOR FULL-TIME CLERKS & CHIEF DEPUTIES.**

**TOTAL AMENDMENTS - GENERAL FUND 101 \$488,845.66**

**Courthouse & Jail Maintenance Fund - 112**

Account	Sub	Description	Debit	Credit
58400	335	Maintenance & Repair Svc-Bldg		\$ 4,000.00
39000		Fund Balance	\$ 4,000.00	
			\$ 4,000.00	\$ 4,000.00

**TO ADJUST MAINTENANCE & REPAIR FOR COURTHOUSE & JAIL TO COVER ACTUAL AND PROJECTED EXPENDITURES. FUND 122 HAS A SUFFICIENT CASH BALANCE TO COVER LINE ITEM INCREASE.**

**TOTAL AMENDMENTS - Crthse & Jail Maint Fund 112 \$ 4,000.00**

**Library Fund - 115**

Account	Sub	Description	Debit	Credit
56500	106	Deputies		\$ 2,000.00
56500	129	Librarians		\$ 6,000.00
56500	201	FICA		\$ 612.00
56500	204	TCRS		\$ 1,051.00
48130		Contributions	\$ 9,663.00	
			\$ 9,663.00	\$ 9,663.00

**PARITY ADJUSTMENTS FOR FULL-TIME CLERKS & CHIEF DEPUTIES.**

**TOTAL AMENDMENTS - Library Fund 115 \$ 9,663.00**

**Solid Waste Fund - 116**

Account	Sub	Description	Debit	Credit
55754	312	Gents w/Private Agencies	\$ 6,912.32	
55754	312-Grind	Gents w/Priv Ages/Grinding		\$ 6,912.32
55754	106	Deputies		\$ 5,000.00
55754	162	Clerical	\$ 5,000.00	
55754	425	Gasoline		\$ 3,000.00
55754	513	Workmans Comp-Insurance		\$ 1,083.43
55754	331	Legal Services	\$ 4,083.43	
			\$ 15,995.75	\$ 15,995.75
<b>TO ADJUST LINE ITEMS TO ACTUAL EXPENDITURES AND BUDGET FOR PARITY ADJUSTMENTS.</b>				
<b>TOTAL AMENDMENTS - Solid Waste Fund 116</b>			<b>\$ 15,995.75</b>	<b>\$ 15,995.75</b>

### Ind and Economic Development Fund - 119

Account	Sub	Description	Debit	Credit
91170	316	Contribution		\$ 30,000.00
91170	316	Contribution		\$ 21,861.00
39000		Fund Balance	\$ 51,861.00	
			\$ 51,861.00	\$ 51,861.00
<b>TO INCREASE CONTRIBUTIONS LINE TO REFLECT PAYMENT TO RESCUE SQUAD FOR GRANT MATCHING AMOUNT AS SPECIFIED IN RESOLUTION 2007032712 AND BUDGET FOR CONTRIBUTION TO SHS FOR LIGHTING PROJECT.</b>				
<b>TOTAL AMENDMENTS - Solid Waste Fund 116</b>			<b>\$ 51,861.00</b>	<b>\$ 51,861.00</b>

### Drug Fund - 122

Account	Sub	Description	Debit	Credit
54150	338	Maint & Repair Svc - Veh		\$ 850.00
54150	435	Office Supplies		\$ 1,500.00
54150	451	Uniforms		\$ 1,500.00
54150	709	Data Processing Equipment		\$ 800.00
54150	716	Law Enforcement Equipment		\$ 3,698.72
54150	718	Motor Vehicles		\$ 23,705.22
39000		Fund Balance	\$ 32,053.94	
			\$ 32,053.94	\$ 32,053.94
<b>TO AMEND BUDGET TO REFLECT PURCHASE OF TRUCK AND INCREASE LINE ITEMS TO REFLECT ACTUAL EXPENDITURES. THERE IS SUFFICIENT CASH TO COVER INCREASES.</b>				
<b>TOTAL AMENDMENTS - Drug Fund 122</b>			<b>\$ 32,053.94</b>	<b>\$ 32,053.94</b>

### Highway Fund - 131

Account	Sub	Description	Debit	Credit
61000	790	Other Equipment	\$ 3,500.00	
61000	719	Office Equipment		\$ 3,500.00
62000	456	Chert	\$ 3,820.00	
62000	403	Cold-Mix		\$ 3,820.00
44560		Damage Recovery	\$10,075.00	
63100	336	Maint & Repair-Eqpt		\$10,075.00
44130		Sale of Mats & Supplies	\$ 254.80	
63100	412	Diesel Fuel		\$ 254.80
44130		Damage Recovery	\$ 4,287.20	
63100	412	Maint & Repair - Eqpt		\$ 4,287.20
44560		Paving	\$ 50.00	
63100	336	Asphalt		\$ 50.00
48120		Damage Recovery	\$ 3,227.03	

62000	402	Maint & Repair - Eqpt		\$ 3,227.03
44560		Sale of Mats & Supplies	\$ 50.00	
63100	336	Pipe		\$ 50.00
44130		Federal Revenue	\$ 5,212.00	
62000	440	Asphalt		\$ 5,212.00
47230		Paving	\$32,433.65	
62000	402	Asphalt		\$32,433.65
48120		Damage Recovery	\$15,971.15	
62000	402	Maint & Repair - Eqpt		\$15,971.15
44560		Damage Recovery	\$14,933.33	
63100	336	Maint & Repair - Eqpt		\$14,933.33
			\$93,814.16	\$93,814.16
<b>TO RECOGNIZE REVENUE RECEIVED AND INCREASE EXPENDITURES TO REFLECT ACTUAL AMOUNTS.</b>				
<b>TOTAL AMENDMENTS - Highway Fund 131</b>			<b>\$93,814.16</b>	<b>\$93,814.16</b>

LAWRENCE COUNTY TN RESOLUTION NO: 2007032704

RECONSIDER RESOLUTION TO APPROVE AMENDMENTS TO THE 2006-2007  
LAWRENCE COUNTY BUDGET – OMIT PARITY ADJUSTMENTS

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck				X		X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.	X		X			X	
4	Keener, Alan J.		X	X			X	
8	Niedergereses, Mark				X		X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>16</b>	<b>2</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

RESOLUTION NO. 2007032705

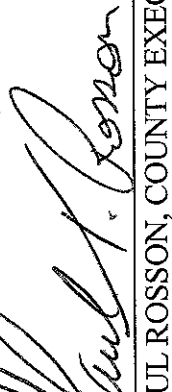
RESOLUTION TO APPROVE AMENDMENTS to the 2006-2007 LAWRENCE COUNTY  
BOARD OF EDUCATION BUDGET

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, approve amendments to the 2006-2007 Lawrence County Board of Education Budget, as attached.

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

Passed this 27th day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: LAWRENCE COUNTY BOARD OF EDUCATION

March, 2007

Resolution # \_\_\_\_\_  
Budget Amendments General Purpose School  
FUND 141

Account Number	Description	Debit	Credit
1 72620-599 FF	Maintenance Other Charges	\$6,663.00	
71600-499 FF	Adult Education Other Supplies & Materials		\$4,500.00
72260-599 FF	Support Adult Education Other Charges		\$2,163.00
	<b>To correct line item account numbers for Families First Grant</b>	<b>\$6,663.00</b>	<b>\$6,663.00</b>
2 44520 BANDE	Insurance Recovery	\$11,533.00	
71100-722 BANDE	Reg. Instruction Equipment		\$11,533.00
	<b>To recognized rev &amp; exp from EOC Band Room vandalism</b>	<b>\$11,533.00</b>	<b>\$11,533.00</b>
3 71300-730 CATI	Vocation Instruction Equipment	\$2,762.32	
71300-499 CATI	Vocation Instruction Other Supplies & Materials		\$2,762.32
47590 CATI	Other Federal thru State	\$13,000.00	
46590 CATI	Other State Education Funds		\$13,000.00
	<b>To correct line item codes to program budget</b>	<b>\$13,000.00</b>	<b>13,000.00</b>

January, 2007

Resolution # \_\_\_\_\_  
Budget Amendments General Purpose School  
FUND 141

Account Number	Description	Debit	Credit
1 71600-429 ABE06	Adult Education Supplies & Materials	\$159.90	
71600-429 ABE07	Adult Education Supplies & Materials		159.9
72620-355 ABE07	Adult Education Travel	\$500.00	
72620-524 ABE07	Adult Education Staff Development	\$10,618.65	
72620-599 ABE07	Adult Education Other Charges	\$4,819.00	
72260-355 ABE07	Adult Education Travel		\$500.00
72260-524 ABE07	Adult Education Staff Development		\$10,113.00
72260-162 ABE07	Adult Education - Clerical		\$2,000.00
72260-105 ABE07	Adult Education - Supervisor		\$4,820.00
72260-201 ABE07	Adult Education - Social Security		\$423.00
72260-204 ABE07	Adult Education - Retirement		\$477.00
72260-212 ABE07	Adult Education - Medicare		\$99.00
71600-116 ABE07	Adult Education - Teachers		\$10,991.35
46590 Other State Education Funds		\$2,832.00	
47120 Adult Education Grant		\$10,653.70	
Sub-Total		<b>\$29,583.25</b>	<b>\$29,583.25</b>
To adjust budget line items for the Adult Education grant 06-07 per final grant allocation			
2 47590 TECHP LCH	Other Federal Thru State	\$1,000.00	
71100-722TECHP LCH	Reg.Instruction Equipment		\$1,000.00
To account for a Tech Prep Grant award for 06-07			
3 47590 CM	Other Federal Thru State	\$20,000.00	
46980 CM	Other State Grants		\$20,000.00
Reclassify revenue code for case manager grant per audit			
4 46511 BONUS	Basic Education Program		\$152,643.99
46590 BONUS	Other State Education Funds	\$152,643.99	
Reclassify revenue code for state bonus revenue per audit			
5 Cost Center LEAP			
46590 Other State Education Funds		\$70,200.00	
71150-116	Alt. Education - Teachers		31,208.00
71150-201	Alt. Education - Social Security		\$1,935.00
71150-204	Alt. Education - Retirement		\$1,913.00
71150-212	Alt. Education - Medicare		\$452.00
71150-499	Alt. Education - Materials & Supplies		\$18,205.00
72215-348	Alt. Education - Postage		\$650.00
72215-336	Alt. Education - Maint. Of Equipment		\$1,000.00
72215-189	Alt. Education Sppt. - Other Salaries & Wages		\$3,250.00
72215-201	Alt. Education Sppt. - Social Security		\$202.00
72215-204	Alt. Education Sppt. - Retirement		\$295.00
72215-212	Alt. Education Sppt. - Medicare		\$48.00
72215-355	Alt. Education Sppt. - Travel		\$2,355.00
71150-790	Alt. Education Sppt. - Equipment		\$6,687.00
72215-524	Alt. Education Sppt. - Staff Development		\$2,000.00
Sub-total		<b>\$70,200.00</b>	<b>\$70,200.00</b>
To account for Lottery for Education Afterschool Programs grant award LCHS			
6			
44520 Insurance Recovery		\$28,690.00	
72620-335	Maintenance of Buildings		\$28,690.00
To account for Insurnce Recovery amounts regarding LCHS roof			

February, 2007

Resolution # \_\_\_\_\_

Budget Amendments General Purpose School

FUND 141

Account Number	Description	Debit	Credit
<b>Teacher One-time Bonus</b>			
39000	Undesignated Fund Balance	\$150.00	
71100-116	Regular Instruction- Teachers	346	\$51,900.00
71100-201	Social Security		\$3,217.80
71100-204	Retirement		\$3,181.47
71100-212	Medicare		\$752.55
71200-116	Special Education - Teachers	40	\$6,000.00
71200-128	Special Education - Homebound Teachers	1	\$150.00
71200-171	Speech Pathologist	7	\$1,050.00
71200-201	Social Security		\$446.40
71200-204	Retirement		\$441.36
71200-212	Medicare		\$104.40
71150-116	Alternative Instruction - Teachers	1	\$150.00
71150-201	Social Security		\$9.30
71150-204	Retirement		\$9.20
71150-212	Medicare		\$2.18
71300-116	Vocational Instruction - Teachers	36	\$5,400.00
71300-201	Social Security		\$334.80
71300-204	Retirement		\$331.02
71300-212	Medicare		\$78.30
72110-105	Attendance Supervisor	1	\$150.00
72110-201	Social Security		\$9.30
72110-204	Retirement		\$9.20
72110-212	Medicare		\$2.18
72120-105	Medical Personnel - Supervisor	1	\$243.00
72120-201	Social Security		\$15.07
72120-204	Retirement		\$14.90
72120-212	Medicare		\$3.52
72130-123	Guidance Counselors	15	\$2,250.00
72130-201	Social Security		\$139.50
72130-204	Retirement		\$137.93
72130-212	Medicare		\$32.63
72210-105	Regular Instruction - Supervisors	2	\$300.00
72210-129	Librarians	13	\$1,950.00
72210-138	Instructional Computer Personnel	1	\$150.00
72210-201	Social Security		\$148.80
72210-204	Retirement		\$147.12
72210-212	Medicare		\$34.80
72220-105	Support Svcs. - Special Ed. Supervisors	2	\$300.00
72220-124	Support Svcs. - Psychological Personnel	1	\$150.00
72220-201	Social Security		\$27.90
72220-204	Retirement		\$27.59
72220-212	Medicare		\$6.53
72230-105	Support Svcs. - Voc. Ed. Supervisor	1	\$243.00
72230-201	Social Security		\$15.07
72230-204	Retirement		\$14.90
72230-212	Medicare		\$3.52
72320-101	County Official/Administrative Officer	1	\$243.00
72320-201	Social Security		\$15.07
72320-204	Retirement		\$14.90
72320-212	Medicare		\$3.52
72410-104	Office of Principal - Principals	12	\$1,800.00
72410-139	Office of Principal - Asst. Principals	7	\$1,050.00
72410-201	Social Security		\$176.70
72410-204	Retirement		\$174.71
72410-212	Medicare		\$41.33
72510-105	Fiscal Services - Supervisor	1	\$243.00
72510-201	Social Security		\$15.07
72510-204	Retirement		\$14.90
72510-212	Medicare		\$3.52
72620-105	Maintenance of Plant - Supervisor	1	\$243.00
72620-201	Social Security		\$15.07
72620-204	Retirement		\$14.90
72620-212	Medicare		\$3.52
72710-105	Transportation - Supervisor	1	\$243.00
72710-201	Social Security		\$15.07
72710-204	Retirement		\$14.90
72710-212	Medicare		\$3.52
76100-189	Capital Outlay - Other Salaries & Wages	1	\$243.00
76100-201	Social Security		\$15.07
76100-204	Retirement		\$14.90
76100-212	Medicare		\$3.52
<b>Totals</b>		<b>492</b>	<b>\$84,710.35</b>



To account for \$150.00 Bonus to Professional staff out of Fund Balance per Board approval and negotiations with LCEA

Feb, 2007

Resolution # \_\_\_\_\_  
 Budget Amendments General Purpose School  
 FUND 141

Account Number	Description	Debit	Credit
Teacher Raise			
46511	BEP	\$51,000.00	\$100.00
72710-207	Transportation - Medical Insurance		\$3,000.00
72620-207	Maintenance - Medical Insurance		\$2,300.00
72610-207	Operation Plant - Medical Insurance		\$2,500.00
72510-207	Fiscal Services - Medical Insurance		\$1,100.00
72410-207	Office of Principal - Medical Insurance		\$17,500.00
72120-207	Health Services - Medical Insurance		\$8,000.00
71200-116	Special Education - Teachers	40	\$4,000.00
71200-128	Special Education - Homebound Teachers	1	\$100.00
71200-171	Speech Pathologist	7	\$700.00
71200-201	Social Security		\$285.72
71200-204	Retirement		\$294.24
71200-212	Medicare		\$69.60
71150-116	Alternative Instruction - Teachers	1	\$100.00
71150-201	Social Security		\$6.20
71150-204	Retirement		\$6.13
71150-212	Medicare		\$1.45
71300-116	Vocational Instruction - Teachers	36	\$3,600.00
71300-201	Social Security		\$223.20
71300-204	Retirement		\$220.68
71300-212	Medicare		\$52.20
72110-105	Attendance Supervisor	1	\$100.00
72110-201	Social Security		\$6.20
72110-204	Retirement		\$6.13
72110-212	Medicare		\$1.45
72120-105	Medical Personnel - Supervisor	1	\$100.00
72120-201	Social Security		\$6.20
72120-204	Retirement		\$6.13
72120-212	Medicare		\$1.45
72130-123	Guidance Counselors	15	\$1,500.00
72130-201	Social Security		\$93.00
72130-204	Retirement		\$91.95
72130-212	Medicare		\$21.75
72210-105	Regular Instruction - Supervisors	2	\$200.00
72210-129	Librarians	13	\$1,300.00
72210-138	Instructional Computer Personnel	1	\$100.00
72210-201	Social Security		\$99.20
72210-204	Retirement		\$98.08
72210-212	Medicare		\$23.20
72220-105	Support Svcs. - Special Ed. Supervisors	2	\$200.00
72220-124	Support Svcs. - Psychological Personnel	1	\$100.00
72220-201	Social Security		\$18.60
72220-204	Retirement		\$18.39
72220-212	Medicare		\$4.35
72230-105	Support Svcs. - Voc. Ed. Supervisor	1	\$100.00
72230-201	Social Security		\$6.20
72230-204	Retirement		\$6.13
72230-212	Medicare		\$1.45
72320-101	County Official/Administrative Officer	1	\$100.00
72320-201	Social Security		\$6.20
72320-204	Retirement		\$6.13
72320-212	Medicare		\$1.45
72410-104	Office of Principal - Principals	12	\$1,200.00
72410-139	Office of Principal - Asst. Principals	7	\$700.00
72410-201	Social Security		\$117.80
72410-204	Retirement		\$116.47
72410-212	Medicare		\$27.55
72510-105	Fiscal Services - Supervisor	1	\$100.00
72510-201	Social Security		\$6.20
72510-204	Retirement		\$6.13
72510-212	Medicare		\$1.45
72620-105	Maintenance of Plant - Supervisor	1	\$100.00
72620-201	Social Security		\$6.20
72620-204	Retirement		\$6.13
72620-212	Medicare		\$1.45
72710-105	Transportation - Supervisor	1	\$100.00
72710-201	Social Security		\$6.20
72710-204	Retirement		\$6.13
72710-212	Medicare		\$1.45
76100-169	Capital Outlay - Other Salaries & Wages	1	\$100.00
76100-201	Social Security		\$6.20
76100-204	Retirement		\$6.13
76100-212	Medicare		\$1.45
Totals		146	\$51,000.00

To account for increase BEP allocation for mid year H. Insurance increase and to account for \$100.00 raise to professional staff per Board approval and LCEA negotiation

**Resolution#2007032705  
Budget Amendments General Purpose School  
Fund 141**

Account No.	Description	Debit	Credit
1 72620-599 FF	Maint Other Charges	\$6,663.00	
71600-499 FF	Adult Ed Other Supplies & Materials		\$4,500.00
72260-599 FF	Support Adult Ed Other Charges		\$2,163.00
<b>To correct line item account numbers for Families First Grant</b>		<b>\$6,663.00</b>	<b>\$6,663.00</b>
2 44520 BANDE	Insurance Recovery	\$11,533.00	
71100-722 BANDEI	Reg Instruction Equipment		\$11,533.00
<b>To recognize rev &amp; exp from EOC Band Room vandalism</b>		<b>\$11,533.00</b>	<b>\$11,533.00</b>
3 71300-730 CATI	Vocation Instruction Equipment	\$2,762.32	
71300-499 CATI	Voc. Instr. Other Supp & Materials		\$2,762.32
47590 CATI	Other Federal thru State	\$13,000.00	
46590 CATI	Other State Education Funds		\$13,000.00
<b>To correct line item codes to program budget</b>		<b>\$13,000.00</b>	<b>\$13,000.00</b>
1 71600-429 ABE06	Adult Ed Supplies & Materials	\$159.50	
71600-429 ABE07	Adult Ed Supplies & Materials		\$159.90
72620-355 ABE07	Adult Ed Travel	\$500.00	
72620-524 ABE 07	Adult Ed Staff Development	\$10,618.65	
72620-599 ABE07	Adult Ed Other Charges	\$4,819.00	
72260-355 ABE07	Adult Ed Travel		\$500.00
72260-524 ABE07	Adult Education Staff Development		\$10,113.00
72260-162 ABE07	Adult Education – Clerical		\$2,000.00
72260-105 ABE07	Adult Education – Supervisor		\$4,820.00
72260-201 ABE07	Adult Education – Social Security		\$423.00
72260-204 ABE07	Adult Education – Retirement		\$477.00
72260-212 ABE07	Adult Education – Medicare		\$99.00
71600-116 ABE07	Adult Education – Teachers		\$10,991.35
46590	Other State Education Funds	\$2,832.00	
47120	Adult Education Grant	\$10,653.70	
Sub-Total		<b>\$29,583.25</b>	<b>\$29,583.25</b>
<b>To adjust budget line items for the Adult Ed grant 06-07 per final grant allocation</b>			
2 47590 TECHP LCH	Other Federal thru State	\$1,000.00	
71100-722TECHP LCH	Reg. Instruction Equipment		\$1,000.00
<b>To account for a Tech Prep Grant award for 06-07</b>			
3 47590 CM	Other Federal thru State	\$20,000.00	
46980 CM	Other State Grants		\$20,000.00
<b>Reclassify revenue code for case manager grant per audit</b>			
4 46511 BONUS	Basic Education Program	\$152,643.99	
46590 BONUS	Other State Ed Funds		\$152,643.99
<b>Reclassify revenue code for state bonus revenue per audit</b>			
5 Cost Center LEAP			
46590	Other State Ed Funds	\$70,200.00	
71150-116	Alt. Ed - Teachers		\$31,208.00
71150-201	Alt. Ed – Social Security		\$1,935.00
71150-204	Alt. Ed - Retirement		\$1,913.00
71150-212	Alt. Ed - Medicare		\$452.00
71150-499	Alt. Ed – Materials & Supplies		\$18,205.00
72215-348	Alt. Ed - Postage		\$650.00
72215-336	Alt. Ed – Maint of Equipment		\$1,000.00
72215-189	Alt. Ed Sppt. – Other Sals & Wages		\$3,250.00
72215-201	Alt. Ed Sppt. – Social Security		\$202.00
72215-204	Alt. Ed Sppt. - Retirement		\$295.00
72215-212	Alt. Ed Sppt. - Medicare		\$48.00
72215-355	Alt. Ed Sppt. - Travel		\$2,355.00
71150-790	Alt. Ed Sppt. - Equipment		\$6,687.00
72215-524	Alt. Ed Sppt. – Staff Development		\$2,000.00
		<b>\$70,200.00</b>	<b>\$70,200.00</b>

<b>To account for Lottery for Education Afterschool Programs grant award LCHS</b>		
6	44520 Insurance Recovery	<b>\$28,690.00</b>
	72620-335 Maint of Buildings	
<b>To account for Insurance Recovery amounts regarding LCHS roof</b>		
		<b>\$28,690.00</b>

**Resolution#2007032705  
Budget Amendments General Purpose School  
FUND 141**

<u>Account Number</u>	<u>Description</u>	<u>\$150.00</u>	<u>Debit</u>	<u>Credit</u>
<b>Teacher One-Time Bonus</b>				
39000	Undesignated Fund Balance		\$84,710.35	
71100-116	Regular Instruction-Teachers	346		\$51,900.00
71100-201	Social Security			\$ 3,217.80
71100-204	Retirement			\$ 3,181.47
71100-212	Medicare			\$ 752.55
71200-116	Special Education – Teachers	40		\$ 6,000.00
71200-128	Special Education – Homebound Teachers	1		\$ 150.00
71200-171	Speech Pathologist	7		\$ 1,050.00
71200-201	Social Security			\$ 446.40
71200-204	Retirement			\$ 441.36
71200-212	Medicare			\$ 104.40
71150-116	Alternative Instruction – Teachers	1		\$ 150.00
71150-201	Social Security			\$ 9.30
71150-204	Retirement			\$ 9.20
71150-212	Medicare			\$ 2.18
71300-116	Vocational Instruction – Teachers	36		\$ 5,400.00
71300-201	Social Security			\$ 334.80
71300-204	Retirement			\$ 331.02
71300-212	Medicare			\$ 78.30
72110-105	Attendance Supervisor	1		\$ 150.00
72110-201	Social Security			\$ 9.30
72110-204	Retirement			\$ 9.20
72110-212	Medicare			\$ 2.18
72120-105	Medical Personnel – Supervisor	1		\$ 243.00
72120-201	Social Security			\$ 15.07
72120-204	Retirement			\$ 14.90
72120-212	Medicare			\$ 3.32
72130-123	Guidance Counselors	15		\$ 2,250.00
72130-201	Social Security			\$ 139.50
72130-204	Retirement			\$ 137.93
72130-212	Medicare			\$ 32.63
72210-105	Regular Instruction – Supervisors	2		\$ 300.00
72210-129	Librarians	13		\$ 1,950.00
72210-138	Instructional Computer Personnel	1		\$ 150.00
72210-201	Social Security			\$ 148.80
72210-204	Retirement			\$ 147.12
72210-212	Medicare			\$ 34.80
72220-105	Support Svcs – Spec Ed Supervisors	2		\$ 300.00
72220-124	Support Svcs – Psychological Personnel	1		\$ 150.00
72220-201	Social Security			\$ 27.90
72220-204	Retirement			\$ 27.59
72220-212	Medicare			\$ 6.53
72230-105	Support Svcs – Voc Ed Supervisor	1		\$ 243.00
72230-201	Social Security			\$ 15.07
72230-204	Retirement			\$ 14.90
72230-212	Medicare			\$ 3.52
72320-101	County Official/Administrative Officer	1		\$ 243.00
72320-201	Social Security			\$ 15.07
72320-204	Retirement			\$ 14.90
72320-212	Medicare			\$ 3.52
72410-104	Office of Principal – Principals	12		\$ 1,800.00
72410-139	Office of Principal – Asst. Principals	7		\$ 1,050.00
72410-201	Social Security			\$ 176.70
72410-204	Retirement			\$ 174.71
72410-212	Medicare			\$ 41.33
72510-105	Fiscal Services – Supervisor	1		\$ 243.00
72510-201	Social Security			\$ 15.07
72510-204	Retirement			\$ 14.90
72510-212	Medicare			\$ 3.52
72620-105	Maintenance of Plant – Supervisor	1		\$ 243.00
72620-201	Social Security			\$ 15.07

72620-204	Retirement		\$	14.90
72620-212	Medicare		\$	3.52
72710-105	Transportation – Supervisor	1	\$	243.00
72710-201	Social Security		\$	15.07
72710-204	Retirement		\$	14.90
72710-212	Medicare		\$	3.52
76100-189	Capital Outlay – Other Salaries & Wages	1	\$	243.00
76100-201	Social Security		\$	15.07
76100-204	Retirement		\$	14.90
76100-212	Medicare		\$	3.52
TOTALS		492	\$84,710.35	\$84,710.35

To Account for \$150.00 Bonus to Professional staff out of Fund Balance per Board approval and negotiations with LCEA

Account Number	Description	\$100.00	Debit	Credit
Teacher Raise		\$100.00		
46511	BEP		\$51,000.00	
72717-207	Transportation – Medical Insurance		\$	3,000.00
72620-207	Maintenance – Medical Insurance		\$	2,300.00
72610-207	Operation Plant – Medical Insurance		\$	2,500.00
72510-207	Fiscal Services – Medical Insurance		\$	1,100.00
72410-207	Office of Principal – Medical Insurance		\$	17,500.00
72120-207	Health Services – Medical Insurance		\$	8,000.00
71200-116	Special Education – Teachers	40	\$	4,000.00
71200-128	Special Education – Homebound Teachers	1	\$	100.00
71200-171	Speech Pathologist	7	\$	700.00
71200-201	Social Security		\$	285.72
71200-204	Retirement		\$	294.24
71200-212	Medicare		\$	69.60
71150-116	Alternative Instruction – Teachers	1	\$	100.00
71150-201	Social Security		\$	6.20
71150-204	Retirement		\$	6.13
71150-212	Medicare		\$	1.45
71300-116	Vocational Instruction – Teachers	36	\$	3,600.00
71300-201	Social Security		\$	223.20
71300-204	Retirement		\$	220.68
71300-212	Medicare		\$	52.20
72110-105	Attendance Supervisor	1	\$	100.00
72110-201	Social Security		\$	6.20
72110-204	Retirement		\$	6.13
72110-212	Medicare		\$	1.45
72120-105	Medical Personnel – Supervisor	1	\$	100.00
72120-201	Social Security		\$	6.20
72120-204	Retirement		\$	6.13
72120-212	Medicare		\$	1.45
72130-123	Guidance Counselors	15	\$	1,500.00
72130-201	Social Security		\$	93.00
72130-204	Retirement		\$	91.95
72130-212	Medicare		\$	21.75
72210-105	Regular Instruction – Supervisors	2	\$	200.00
72210-129	Librarians	13	\$	1,300.00
72210-138	Instructional Computer Personnel	1	\$	100.00
72210-201	Social Security		\$	99.20
72210-204	Retirement		\$	98.08
72210-212	Medicare		\$	23.20
72220-105	Support Svcs – Spec Ed Supervisors	2	\$	200.00
72220-124	Support Svcs – Psychological Personnel	1	\$	100.00
72220-201	Social Security		\$	18.60
72220-204	Retirement		\$	18.39
72220-212	Medicare		\$	4.35
72230-105	Support Svcs – Voc Ed Supervisor	1	\$	100.00
72230-201	Social Security		\$	6.20
72230-204	Retirement		\$	6.13
72230-212	Medicare		\$	1.45
72320-101	County Official/Administrative Officer	1	\$	100.00
72320-201	Social Security		\$	6.20
72320-204	Retirement		\$	6.13
72320-212	Medicare		\$	1.45
72410-104	Office of Principal – Principals	12	\$	1,200.00
72410-139	Office of Principal – Asst Principals	7	\$	700.00
72410-201	Social Security		\$	117.80
72410-204	Retirement		\$	116.47
72410-212	Medicare		\$	27.55
72510-105	Fiscal Services – Supervisor	1	\$	100.00

72510-201	Social Security		\$	6.20
72510-204	Retirement		\$	6.13
72510-212	Medicare		\$	1.45
72620-105	Maint of Plant – Supervisor	1	\$	100.00
72620-201	Social Security		\$	6.20
72620-204	Retirement		\$	6.13
72620-212	Medicare		\$	1.45
72710-105	Transportation – Supervisor	1	\$	100.00
72710-201	Social Security		\$	6.20
72710-204	Retirement		\$	6.13
72710-212	Medicare		\$	1.45
76100-189	Capital Outlay – Other Salaries & Wages	1	\$	100.00
76100-201	Social Security		\$	6.20
76100-204	Retirement		\$	6.13
76100-212	Medicare		\$	1.45
<b>TOTALS</b>		<b>146</b>	<b>\$</b>	<b>\$51,000.00</b>

To account for increase BEP allocation for mid year H. Insurance increase and to account for \$100.00 raise to professional staff per Board approval and LCEA negotiation.

LAWRENCE COUNTY TN RESOLUTION NO: 2007032705

RESOLUTION TO APPROVE AMENDMENTS TO THE 2006-2007 LAWRENCE COUNTY BOARD OF EDUCATION BUDGET

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray				X		X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.				X		X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.				X		X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.				X		X	
4	Keener, Alan J.			X			X	
8	Niedergereses, Mark		X				X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.				X		X	
17	Wray, Joe R.				X		X	
1	Yocom, Wayne A.	X					X	
		<b>TOTAL</b>		<b>10</b>	<b>8</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

Alan Keener called for a 10 minute recess after this vote

RESOLUTION NO. 2007032706

RESOLUTION TO ADOPT A CODE OF ETHICS FOR OFFICIALS AND EMPLOYEES OF  
LAWRENCE COUNTY GOVERNMENT

WHEREAS, Section 49 of the Comprehensive Governmental Ethics Reform Act of 2006, 2006 Public Chapter 1 (1<sup>st</sup> Ex. Sess.), (the "Ethics Reform Act") requires county legislative bodies to adopt certain ethical standards by resolution on or before June 30, 2007; and

WHEREAS, the County Technical Assistance Service (CTAS) is directed to prepare and disseminate a model of ethical standards which may be adopted by counties in compliance with the Ethics Reform Act; and

WHEREAS, Lawrence County desires to adopt the CTAS model of ethical standards as the Code of Ethics for Lawrence County;

NOW THEREFORE, BE IT RESOLVED by the Lawrence County legislative body meeting in regular session at Lawrenceburg, Tennessee, on this 27th day of March, 2007, that:

SECTION 1. The model of ethical standards developed by CTAS and attached to this resolution is hereby adopted as the Code of Ethics for Lawrence County.

SECTION 2. Upon approval of this resolution, the County Clerk is directed to:

- (a) Mail a copy of this resolution to the State Ethics Commission; and
- (b) Mail a copy of this resolution and the attached Code of Ethics to each county office governed thereby, including all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the county or an official of the county, and specifically including the county school board, the county election commission, the county health department, and utility districts in the county; and
- (c) Post a copy of the Code of Ethics on each public bulletin board in the county courthouse.

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

Passed this 27th day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON



**CODE OF ETHICS  
LAWRENCE COUNTY, TENNESSEE**

**Section 1. Definitions.**

(1) "County" means Lawrence County, which includes all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the county or an official of the county, and specifically including the county school board, the county election commission, the county health department, and utility districts in the county.

(2) "Officials and employees" means and includes any official, whether elected or appointed, officer, employee or servant, or any member of any board, agency, commission authority or corporation (whether compensated or not), or any officer, employee or servant thereof, of the county.

(3) "Personal interest" means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics, a financial interest of the official or employee, or a financial interest of the official's or employee's spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

**Section 2. Disclosure of personal interest in voting matters.**

An official or employee with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's or employee's vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from voting on the measure.

**Section 3. Disclosure of personal interest in non-voting matters.**

An official or employee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on the attached disclosure form and file the disclosure form with the county clerk. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from the exercise of discretion in the matter.

**Section 4. Acceptance of gifts and other things of value.**

An official or employee, or an official's or employee's spouse or child living in the same household, may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the county:

- (1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
- (2) That a reasonable person would understand was intended to influence the vote, official action, or judgment of the official or employee in executing county business.

It shall not be considered a violation of this policy for an official or employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of county government officials or by an umbrella or affiliate organization of such statewide association of county government officials.

**Section 5. Ethics Complaints.**

A County Ethics Committee (the "Ethics Committee") consisting of five members shall be appointed to one-year terms by the County Mayor with confirmation by the county legislative body, to be appointed each year at the same time as internal committees of the county legislative body. At least three members of the committee shall be members of the county legislative body; one member shall be a constitutional county officer or, should no constitutional county officer be willing to accept appointment, an additional member of the county legislative body; and the remaining member may be either a member of a board, committee, commission, authority, corporation, or other instrumentality governed by this policy, or an additional member of the county legislative body.

LAWRENCE COUNTY TN RESOLUTION NO: 2007032706

RESOLUTION TO ADOPT A CODE OF ETHICS FOR OFFICIALS AND EMPLOYEES OF LAWRENCE COUNTY GOVERNMENT

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.		X	X			X	
4	Keener, Alan J.	X		X			X	
8	Niedergereses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

RESOLUTION NO. 2007032707

RESOLUTION TO PARTICIPATE IN THE THREE-STAR PROGRAM

WHEREAS, the Tennessee Department of Economic and Community Development is committed to assist the communities it serves in creating opportunities for sustained economic growth through the Three-Star Program; and

WHEREAS, participation in the Three-Star Program affords certified communities the opportunity to develop and implement programs affecting the economic appeal and viability considered by business and industry in making investment decision; and

WHEREAS, certification as a Three-Star community in the Three-Star Program involves a cooperative effort by numerous local entities;

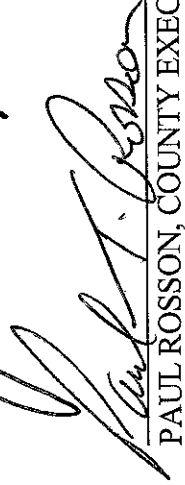
WHEREAS, Beth Keaton is the designated contact for the Three-Star Program.

NOW THEREFORE, BE IT RESOLVED by the Lawrence County legislative body meeting in regular session at Lawrenceburg, Tennessee, on this 27th day of March, 2007, that Lawrence County will participate in the Three-Star Program.


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

Passed this 27th day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON



RESOLUTION NO. 2007032708

RESOLUTION TO AFFIRM COMPLIANCE WITH FEDERAL TITLE VI REGULATIONS

WHEREAS, both Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 provide that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance; and

WHEREAS, the Tennessee Attorney General opined in Opinion No. 92.47 that state and local governments are required to comply with Title VI of the Civil Rights Act in administering federally funded programs; and

WHEREAS, the Community Development Division of the Tennessee Department of Economic and Community Development administers the Three-Star Program and awards financial incentives for communities designated as Three-Star communities; and

WHEREAS, by virtue of the Tennessee Department of Economic and Community Development receiving federal financial assistance all communities designated as Three-Star communities must confirm that the community is in compliance with the regulations of Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987;

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session at Lawrenceburg, Tennessee, on this 27<sup>th</sup> day of March, 2007, that:

SECTION 1. The Legislative Body of Lawrence County declares that the county is in compliance with the federal Title VI regulations.

SECTION 2. The Department of Economic and Community Development may from time to time monitor the county's compliance with federal Title VI regulations.

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

this 27<sup>th</sup> day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE  
ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2007032708

RESOLUTION TO AFFIRM COMPLIANCE WITH FEDERAL TITLE VI REGULATIONS

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.	X		X			X	
8	Niedergeses, Mark		X	X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

The Board of County Commissioners of Lawrence County, Tennessee, met in a regular session on March 27, 2007, at 5:00 p.m., at the Lawrence County Courthouse, Lawrenceburg, Tennessee, with Jerry Dryden, Chairman, presiding.

The following Commissioners were present:

Delano Benefield, Ronald Benefield, Ray Brazier, Anne Brown, Bobby Clifton, Chuck Doerflinger, Jerry Dryden, Dennie Gillespie, Richard Hill, Sandra Hyatt, Chris Jackson, Alan Keener, Mark Niedergeses, Jerry Putman, Charles Robertson, John Sanders, Joe Wray and Wayne Yocom

The following Commissioners were absent:

All commissioners were present.

There was also present Paul Rosson, County Executive, and Chuck Kizer, County Clerk.

After the meeting was duly called to order, the following resolution was introduced by Alan Keener, seconded by Mark Niedergeses and after due deliberation, was adopted by the following vote:

AYE: 18

NAY: 0

A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES OF LAWRENCE COUNTY, TENNESSEE, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000); MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON.

WHEREAS, pursuant to authority granted by Sections 9-21-101 *et seq.*, Tennessee Code Annotated, subject to the approval of the State Director of Local Finance, counties in Tennessee are authorized to issue interest bearing capital outlay notes for all county purposes for which general obligation bonds can be legally authorized and issued for a period of not to exceed three (3) years; and

WHEREAS, the Board of County Commissioners of Lawrence County, Tennessee (the "County") has determined that it is necessary and desirable to issue not to exceed \$1,000,000 in aggregate principal amount of capital outlay notes for the purpose of (i) acquisition of land for and site development for school purposes; (ii) construction, repair, renovation and equipping of schools and related facilities; (iii) acquisition of school buses; (iv) construction and repair of waterline extensions; (v) acquisition of all property, real and personal, appurtenant to the foregoing; (vi) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (the "Projects"); (vii) reimbursement for funds previously expended for Project costs, if any; and (viii) the payment of costs incident to the issuance and sale of the notes authorized herein; and

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

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing such notes, establishing the terms thereof, providing for the issuance, sale and payment of the notes and disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof and interest thereon.

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

Section 1. Authority. The notes authorized by this resolution are issued pursuant to Sections 9-21-101 *et seq.*, Tennessee Code Annotated, and other applicable provisions of law.

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

(a) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical note certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of notes 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 notes;

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder;



- (c) "County" shall mean Lawrence County, Tennessee;
- (d) "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;
- (e) "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;
- (f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;
- (g) "Governing Body" shall mean the Board of County Commissioners of the County;
- (h) "Notes" shall mean the not to exceed \$1,000,000 General Obligation Capital Outlay Notes, Series 2007 of the County, to be dated their date of issuance, or having such other designation or such other dated date as shall be determined by the County Executive, authorized to be issued by this resolution;
- (i) "Projects" shall mean the (i) acquisition of land for and site development for school purposes; (ii) construction, repair, renovation and equipping of schools and related facilities; (iii) acquisition of school buses; (iv) construction and repair of waterline extensions; (v) acquisition of all property, real and personal, appurtenant to the foregoing; and (vi) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; and
- (j) "Registration Agent" shall mean the registration and paying agent appointed by the County Executive pursuant to Section 3 hereof or any successor registration agent and paying agent appointed by the Governing Body.

Section 3. Authorization and Terms of the Notes. (a) For the purpose of funding the Projects and reimbursing the County for funds previously expended for Project costs, if any, subject to the adjustments permitted pursuant to Section 7 hereof, including the costs incident to the issuance and sale of the Notes as more fully set forth in Section 7 hereof, there are hereby authorized to be issued interest-bearing capital outlay notes of the County, in book-entry form, in an aggregate principal amount of not to exceed \$1,000,000. Subject to the adjustments permitted in Section 7 hereof, the Notes shall be issued in one or more emissions, in fully registered form, without coupons, shall be known as "General Obligation Capital Outlay Notes, Series 2007" and shall be dated their date of issuance, or having such other designation or such other dated date as shall be determined by the County Executive; and shall bear interest at a rate or rates not to exceed five percent (5.00%) per annum, payable, subject to the adjustments permitted pursuant to Section 7 hereof, semi-annually on April 1 and October 1 until the Notes mature or are redeemed, commencing October 1, 2007. The Notes shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted by Section 7 hereof, the Notes shall mature serially or be subject to mandatory redemption and be payable on April 1 of each year as follows (but in no event shall the Notes mature later than the end of the third fiscal year following the fiscal year in which the Notes are issued):

<u>YEAR</u>	<u>AMOUNT</u>
2008	\$320,000
2009	330,000
2010	350,000

(b) Subject to the adjustments permitted by Section 7 hereof, the Notes shall be subject to prior redemption at the option of the County, as a whole or in part, at any time, at the price of par, plus interest accrued to the redemption date, if any. If adjustments are made to the redemption provisions pursuant to Section 7 hereof, and if less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body, in its discretion, and, if less than all of the Notes of a maturity shall be called for redemption, the Notes within the maturity to be redeemed shall be selected as follows:

(i) if the Notes are being held under a Book-Entry System by DTC, or a successor Depository, the Notes 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 Notes are not being held under a Book-Entry System by DTC, or a successor Depository, the Notes within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 7 hereof, the County Executive is authorized to sell the Notes, or any maturities thereof, as term notes ("Term Notes") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Executive. In the event any or all the Notes are sold as Term Notes, the County shall redeem Term Notes on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 7 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 7 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Notes 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 Notes to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(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 Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice, but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the

Notes for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Notes, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Notes, 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 Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The County hereby authorizes and directs the County Executive to appoint the Registration Agent, which may be the County Trustee, and hereby authorizes and directs the Registration Agent so appointed, to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Notes canceled and destroyed, and to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes. The County Executive is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary 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 Notes 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 Notes by check or draft on each interest payment date directly to the registered owners as shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Note registration records, without, except for final payment, the presentation or surrender of such registered Notes, and all such payments shall discharge the obligations of the County in respect of such Notes to the extent of the payments so made. Payment of principal of and premium, if any, on the Notes shall be made upon presentation and surrender of such Notes to the Registration Agent as the same shall become due and payable. 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 Notes 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 Notes, payment of interest on such Notes 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 Note 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 Notes are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Notes shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Notes when due.

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

(c) The Notes 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 Executive 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.

(d) Except as otherwise provided in this resolution, the Notes shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Notes. References in

this Section to a Note or the Notes shall be construed to mean the Note or the Notes that are held under the Book-Entry System. One Note for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Notes 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 Notes. Beneficial ownership interests in the Notes 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 Notes 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 Notes. Transfers of ownership interests in the Notes 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 NOTES, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE NOTES FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE NOTES, 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 Notes, so long as DTC is the only owner of the Notes, 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 Notes 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 Notes or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Notes would adversely affect their interests or the interests of the Beneficial Owners of the Notes, then, in the discretion of the County Executive, the County shall not be required to employ a Book-Entry System. 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 Notes in the form of fully registered Notes to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account and has no present intent to reoffer the Bonds, then the Notes may be issued as non-Book-Entry fully registered certificated Notes.

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 NOTES; (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 NOTES; (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 NOTES; 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 Notes for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Notes, utilization of electronic book entry data received from DTC in place of actual delivery of Notes and provision of notices with respect to Notes registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, teletype or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Notes, 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 Notes to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Note(s) to be transferred in proper form with proper documentation as hereinabove described. The Notes shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Note form.

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

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

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

REGISTERED  
Number \_\_\_\_\_ (Form of Note) REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF LAWRENCE  
GENERAL OBLIGATION CAPITAL OUTLAY NOTE, SERIES 2007

Interest Rate: \_\_\_\_\_ Maturity Date: \_\_\_\_\_ Date of Note: \_\_\_\_\_ CUSIP No.: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Principal Amount:

DOLLARS

**KNOW ALL MEN BY THESE PRESENTS:** That Lawrence County, Tennessee (the "County"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360 day year of twelve 30 day months) on said principal amount at the rate of interest hereinabove set forth from the date hereof until this Note matures (or is redeemed), said interest being payable on [October 1, 2007], and semi-annually thereafter on April 1 and October 1. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at \_\_\_\_\_

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

[Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Note 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 Notes of the series of which this Note is one. One Note for each maturity of the Notes shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Notes 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 Notes, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Notes for all purposes under the Resolution, including receipt of all principal and maturity amounts off, premium, if any, and interest on the Notes, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and [redemption premium, if any,] with respect to the Notes, so long as DTC is the only owner of the Notes, 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 Notes or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Notes would adversely affect its interests or the interests of the Beneficial Owners of the Notes, 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 Notes in the form of fully registered Notes 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 Notes; (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 Notes; (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 Notes; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.]

[The Notes shall be subject to redemption prior to maturity at the option of the County, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Notes of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Notes are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Notes 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 Notes are not being held under a Book-Entry System by DTC, or a successor Depository, the Notes within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Notes maturing the maturity dates, in aggregate principal amounts equal to 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 Notes of which this Note is one, or such Person as shall then be serving as the securities depository for the Notes, shall determine the interest of each Participant in the Notes 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 Notes, the Notes 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 Notes to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Notes <u>Redeemed</u>
-------------------	--------------------	--

\*Final Maturity



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

Notice of call for redemption[, whether optional or mandatory.] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Notes for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Notes, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Notes, 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 Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.]

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

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

This Note is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the County for the purpose of providing funds for the (i) acquisition of land for and site development for school purposes; (ii) construction, repair, renovation and equipping of schools and related facilities; (iii) acquisition of school buses; (iv) construction and repair of waterline extensions; (v) acquisition of all property, real and personal, appurtenant to the foregoing; (vi) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; (vii) reimbursement to the County for funds previously expended for any of the foregoing, if applicable; and (viii) payment of costs incident to the issuance and sale of the notes of the issue of which this Note is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of County Commissioners of the County on the twenty-seventh day of March, 2007.

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

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

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

LAWRENCE COUNTY

BY: \_\_\_\_\_  
County Executive

(SEAL)

ATTESTED:

\_\_\_\_\_  
County Clerk

Transferable and payable at the  
principal [corporate trust] office of: \_\_\_\_\_

Date of Registration: \_\_\_\_\_

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

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Representative

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_ whose address is \_\_\_\_\_ (Please insert Social Security or Federal Tax Identification Number \_\_\_\_\_), the within Note of Lawrence County, Tennessee and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney, to transfer the said Note on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

Signature guaranteed:

\_\_\_\_\_  
**NOTICE:** Signature(s) must be guaranteed by a member of a mediation program acceptable to the Registration Agent.

**Section 6. Levy of Tax.** The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Notes when due, and for that purpose there is hereby levied a direct tax in such amount as may be found necessary each year to pay principal and interest coming due on the Notes. 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 tax herein provided may be reduced to the extent of direct appropriations from the general funds or other legally available funds of the County to the payment of debt service on the Notes.

**Section 7. Sale of Notes.** (a) The Notes shall be offered for public sale, pursuant to an informal or competitive bid process or by private negotiated sale, as required by law, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, if any, as a whole or in part from time to time as

shall be determined by the County Executive, in consultation with Guardian Advisors, LLC, Hohenwald, Tennessee, the County's financial advisor (the "Financial Advisor").

(b) If the Notes are sold in more than one emission, the County Executive is authorized to designate the series of each emission, to cause to be sold in each emission an aggregate principal amount of Notes less than that shown in Section 3 hereof for each emission, and to make corresponding adjustments to the maturity schedule of each emission designated in Section 3 hereof, so long as the total aggregate principal amount of all emissions issued does not exceed the total aggregate of Notes authorized to be issued herein.

(c) The County Executive is authorized (i) to change the dated date of the Notes to a date other than their date of issuance; (ii) to change the designation of the Notes to a designation other than "General Obligation Capital Outlay Notes, Series 2007"; (iii) to change the first interest payment date on the Notes to a date other than October 1, 2007 but not later than twelve (12) months from the dated date of the Notes; (iv) to adjust the principal and interest payment dates and maturity amounts of the Notes, provided that (A) the total principal amount of all emissions of the Notes does not exceed the total amount of Notes authorized herein, (B) the first maturity date of the Notes or any emission thereof is a date not earlier than April 1, 2008, (C) the final maturity date of each emission shall not exceed the end of the third fiscal year following the fiscal year in which the Notes are issued, and (D) such maturity schedule is approved by the Director of Local Finance, if required; (v) to change the County's optional redemption provisions of the Notes, provided that, if the Notes are sold at not less than par, the redemption premium, if any, shall not exceed one percent (1%) of the par amount of the Notes called for redemption; (vi) to sell less than the authorized principal amount of Notes authorized herein; (vii) to sell the Notes, or any emission thereof, or any maturities thereof as Term Notes with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Executive, as he shall deem most advantageous to the County; and (viii) to cause all or a portion of the Notes to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the County and to enter into an agreement with such insurance company with respect to the Notes to the extent not inconsistent with this Resolution.

(d) The County Executive is authorized to sell the Notes, or any emission thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Executive is further authorized to sell the Notes, or any emission thereof, as a single issue of notes with any other general obligation capital outlay notes 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; provided, however, that the total aggregate principal amount of combined notes to be sold does not exceed the total aggregate principal amount of Notes authorized by this resolution or notes authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Executive is authorized to award the Notes, or any emission thereof, to the bidder whose bid results in the lowest true interest cost to the County, as determined by the County Executive, or to sell the Notes to a purchaser pursuant to negotiated sale, provided the rate or rates on none of the Notes does not exceed five percent (5.00%) per annum. The sale of the Notes by the County Executive shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Note set forth in Section 5 hereof, shall be conformed to reflect any changes made pursuant to this Section 7 hereof. The County Executive is hereby authorized to enter into a purchase agreement with the purchaser of the Notes, if sold at negotiated sale. The terms of such purchase agreement shall be consistent with the terms of this resolution.

(f) The County Executive and County Clerk, or either of them, are authorized to cause the Notes to be authenticated and delivered by the Registration Agent to the original purchaser and to execute, publish, and deliver all certificates and documents, including an official statement, a note purchase agreement, if sold at negotiated sale, and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Notes. The County Executive and County Clerk are hereby authorized to enter into a contract with Guardian Advisors, LLC, for financial advisory services in connection with the sale of the Notes.

(g) The Notes, nor any emission thereof, shall not be issued until after the approval of the State Director of Local Finance shall have been obtained as required by Sections 9-21-101 et seq., Tennessee Code Annotated.

Section 8. Disposition of Note Proceeds.

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

(b) The remainder of the proceeds of the sale of the Notes shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2007 Note Fund (the "Note Fund") to be kept separate and apart from all other funds of the County. The monies in the Note Fund shall be solely used by the County to pay other costs of the Projects and, if applicable, to reimburse the County for any funds previously expended for Project costs. Moneys in the Note Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be deposited by the County Trustee in the Note Fund to pay the costs authorized herein or be transferred to the County's debt service fund to pay principal and interest on the Notes. Funds remaining in the Note Fund after the completion of the Projects and reimbursement to the County for funds previously expended for Project costs, if any, shall be transferred to the County's debt service to be used to pay principal and interest on the Notes.

Section 9. Official Statement. The County Executive, working with Guardian Advisors, LLC, Hohenwald, Tennessee (the "Financial Advisor"), is hereby authorized to provide for the preparation and distribution of a Preliminary Official Statement or Preliminary Offering Circular describing the Notes. No Official Statement or Offering Circular need be prepared if the Notes are sold to a purchaser that does not intend to reoffer the Notes to the public. After bids have been received and the Notes have been awarded, if sold at public sale or informal bid process, or after the Notes have been sold, if sold at negotiated sale, the County Executive shall make such completions, omissions, insertions and changes in the Preliminary Official Statement or Preliminary Offering Circular not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement or final Offering Circular for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Executive shall arrange for the delivery to the successful bidder, if sold at public sale or informal bid process, or to the original purchaser, if sold at negotiated sale, of the Notes of a reasonable number of copies of the Official Statement or Offering Circular within seven business days after the Notes have been awarded, if sold at public sale or informal bid process, or sold, if sold at negotiated sale, for delivery, by the successful bidder, if sold at public sale or informal bid process, or, if sold at negotiated sale, the original purchaser, on the Notes, to each potential investor requesting a copy of the Official Statement or Offering Circular and to each person to whom such bidder and members of his bidding group, if sold at public sale or informal bid process, or, if sold at negotiated sale, to each person to whom its selling group, initially sell the Notes.

The County Executive and the County Clerk are authorized, on behalf of the County, to deem the Preliminary Official Statement or Preliminary Offering Circular and the Official Statement or Offering Circular 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 or Preliminary Offering Circular 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 or Preliminary Offering Circular and the Official Statement or Offering Circular 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 or Preliminary Offering Circular of such pricing and other information.

If the Notes, or any emission thereof, are sold to a purchaser that does not intend to reoffer the Notes to the public as evidenced by a certificate executed by the purchaser, then an Official Statement is authorized, but not required, as shall be determined by the County Executive.

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

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

- (a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Notes as and when the same become due and payable;
- (b) By depositing or causing to be deposited with any trust company or bank whose deposits are insured by the Federal Deposit Insurance Corporation and which has trust powers ("a Trustee", which Trustee may be the Registration Agent), in trust, on or before the date of maturity, sufficient money or Federal Obligations, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay such Notes and to pay interest thereon when due until the maturity date;
- (c) By delivering such Notes to the Registration Agent, for cancellation by it, and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Trustee to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Notes when due, then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the County to the

owners of such Notes shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

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

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

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

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

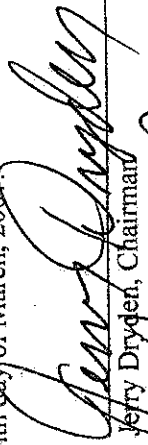
Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Section 9-21-101 et seq., Tennessee Code Annotated, is greater than three (3) years.

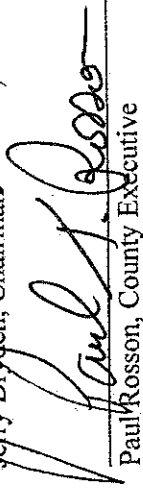
Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner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

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this twenty-seventh ~~day~~ of March, 2007.

  
\_\_\_\_\_  
Jerry Dryden, Chairman

  
\_\_\_\_\_  
Paul Rosson, County Executive

APPROVED:

  
\_\_\_\_\_  
Chuck Kizer, County Clerk



STATE OF TENNESSEE        )  
  )  
COUNTY OF LAWRENCE     )

I, Chuck Kizer, hereby certify that I am the duly qualified and acting County Clerk of Lawrence County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on March 27, 2007; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$1,000,000 General Obligation Capital Outlay Notes, Series 2007 of said County.

WITNESS my official signature and seal of said County this 27<sup>th</sup> day of March, 2007.

  
\_\_\_\_\_  
County Clerk

(SEAL)

LAWRENCE COUNTY TN RESOLUTION NO: 2007032709

RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES OF LAWRENCE COUNTY, TN, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000); MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON

RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES OF LAWRENCE COUNTY, TN, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000); MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAX FOR THE PAYMENT OF PRINCIPAL THEREOF AND INTEREST THEREON

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray				X		X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.				X		X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.	X		X			X	
8	Niedergergeses, Mark		X	X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>16</b>	<b>2</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

RESOLUTION NO. 2007032710

RESOLUTION TO AUTHORIZE A MUTUAL-AID AGREEMENT FOR THE PROVISION  
OF EMERGENCY ASSISTANCE TO OTHER LOCAL  
GOVERNMENTS BY LAWRENCE COUNTY

WHEREAS, the legislative body of Lawrence County, Tennessee, recognizes that many emergencies, whether arising from natural disaster, technological hazard, man-made disaster, or other source, transcend political jurisdictional boundaries and that intergovernmental coordination of resources is often the best means to address the disaster; and

WHEREAS, few, if any, individual local governments have all the resources they may need in all types of emergencies or the capability of delivering the resources to areas where emergencies exist; and

WHEREAS, the equipment and personnel of several county and/or municipal departments and agencies including, but not limited to, law enforcement, emergency services, and highway and public works departments, are often vitally important in responding to disasters, rendering aid and restoring safe means of transportation for residents or affected areas; and

WHEREAS, the General Assembly has provided authority for cooperation between local governments in times of emergency through the Interlocal Cooperation Act, codified in *Tennessee Code Annotated*, Title 12, Chapter 9, and specifically for Mutual-Aid Agreements through *Tennessee Code Annotated*, Section 58-2-112.

NOW THEREFORE, BE IT RESOLVED by the Lawrence County legislative body meeting in regular session at Lawrenceburg, Tennessee, on this 27th day of March, 2007, that:

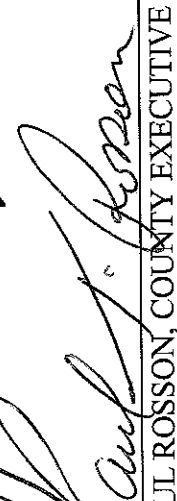
SECTION 1. The Board of County Commissioners of Lawrence County hereby approves the attached mutual aid agreement entered into with the other contracting local governments that are a party to the attached agreement.

SECTION 2. For the purpose of approving or rejecting the provisions of this resolution, it shall be effective upon being approved by a majority of the county Legislative Body of Lawrence County, Tennessee, and the County Executive is authorized to execute said agreement on behalf of Lawrence County.

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

Passed this 27th day of March, 2007.

  
JERRY DRYDEN, CHAIR

  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

Lewis County  
Resolution 10-13-06

**RESOLUTION TO AUTHORIZE A MUTUAL-AID AGREEMENT  
FOR THE PROVISION OF EMERGENCY ASSISTANCE TO OTHER LOCAL  
GOVERNMENTS BY LEWIS COUNTY**

WHEREAS, the legislative body of Lewis County, Tennessee, recognizes that many emergencies, whether arising from natural disaster, technological hazard, man-made disaster, or other source, transcend political jurisdictional boundaries and that intergovernmental coordination of resources is often the best means to address the disaster, and,

WHEREAS, few, if any, individual local governments have all the resources they may need in all types of emergencies or the capability of delivering the resources to areas where emergencies exist, and,

WHEREAS, the equipment and personnel of several county and/or municipal departments and agencies, including, but not limited to, law enforcement, emergency services, and highway and public works departments, are often vital importance in responding to disasters, rendering aid and restoring safe means of transportation for residents or affected areas, and,

WHEREAS, the General Assembly has provided authority for cooperation between local governments in times of emergency through the Interlocal Cooperation Act, codified in *Tennessee Code Annotated Title 12, Chapter 9*, and specifically for Mutual-Aid Agreements through *Tennessee Code Annotated, Section 58-2-112*.

NOW, THEREFORE BE IT RESOLVED, by the county legislative body of Lewis County, Tennessee, meeting in regular session at Hohenwald, Tennessee, on this 18<sup>th</sup> day of October, 2006, that;

SECTION 1. The Board of County Commissioners of Lewis County hereby approves the attached mutual aid agreement entered into with the other contracting local governments that are a party to the attached agreement.

SECTION 2. For the purpose of approving or rejecting the provisions of this Resolution, it shall be effective upon being approved by a majority vote of the county legislative body of Lewis County, Tennessee.

We the undersigned County Commissioners move the adoption of the above resolution.

Commissioner Joyce A. Chubb move to adopt the resolution.

Commissioner Leon Hunter seconded the motion.

Voting in Favor 17

Voting Against 0

APPROVED:

[Signature]  
COUNTY MAYOR

ATTEST:

[Signature]  
COUNTY CLERK

## MUTUAL-AID AGREEMENT

This agreement entered into \_\_\_\_\_ day of \_\_\_\_\_, 2006.

### THE UNDERSIGNED PARTNERS AGREE AS FOLLOWS

WHEREAS, the General Assembly has provided authority for cooperation between local governments or public agencies in times of emergency through the Interlocal Cooperation Act, codified in *Tennessee Code Annotated Title 12, Chapter 9*, and specifically for Mutual-Aid Agreements through Tennessee Code Annotated, Section 58-2-112, and

WHEREAS, the undersigned parties to this agreement desire to avail themselves of the authority conferred by these acts, and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this agreement for mutual aid between local governments and public agencies to assure each party of adequate services to address the needs of their residents in times of emergency, and

WHEREAS, the Federal Emergency Management Agency (FEMA) has established, pursuant to Response and Recovery Policy Number 9523.6 – Mutual Aid Agreements for Public Assistance, a requirement that in order for FEMA to reimburse costs arising from disaster assistance provided to one governmental entity by another government, there must be a written agreement requiring the reimbursement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

*Section 1. Definitions.* The following terms used in this agreement shall be defined as follows:

“COSTS” shall include compensation of employees of the responding party for actual time spent rendering aid pursuant to this agreement as well as travel time and expenses related to such work; mileage and maintenance necessitated on vehicles and equipment used in response; miscellaneous supplies which are consumed or destroyed in providing emergency assistance; and any other incidental costs agreed to by the parties. Any amount of compensation claimed as a cost or a response by a local government or public agency shall not exceed the actual amount expended for compensation and benefits provided to the individual employees.

“EMERGENCY ASSISTANCE” means fire fighting assistance, law enforcement assistance, public works assistance, emergency medical assistance, civil defense assistance, or other emergency assistance provided by local government in an emergency situation in which the resources of the requesting local government are not adequate to respond to the emergency.

“EMPLOYEE” means any and all paid, volunteer, and auxiliary employees and emergency management services workers of the local government or public agency.

“LOCAL GOVERNMENT” means any incorporated city or town, metropolitan government, county, utility district, metropolitan airport authority, or other regional district or authority. Local government also includes any public agency as defined in *Tennessee Code Annotated, Section 12-9-103*.

“REQUESTING PARTY” means a local government which requests emergency assistance.

“RESPONDING PARTY” means a local government which responds to a request for emergency assistance.

*Section 2. Procedure for Requesting Assistance.* All requests for assistance shall be directed to the chief executive officer, or his or her designee, or the local government from which aid is requested. A responding party will respond to calls for assistance from a requesting party only upon request for such assistance is made by the chief executive officer, or his or her designee, of the requesting party.

*Section 3. No Duty to Respond.* Each party’s response to a request for assistance shall be determined by the chief executive officer of the responding party, or his or her designee, and measured by the severity of the emergency in the requesting party’s jurisdiction as well as the internal emergency services needs of the responding party. This agreement does not create a duty on the part of any local government to respond to a request from another local government for emergency assistance. Therefore, the chief executive officer, or designee, of any government receiving a request for assistance may determine that the government cannot respond to requests for assistance due to existing or anticipated needs in the government’s own jurisdiction. In such event, the chief executive officer, or his or her designee, shall inform the requesting party of the decision not to render emergency assistance.

*Section 4. Multiple Requests.* In the event that two or more requests for mutual assistance are directed to the same local government at the same time, thereby making compliance with the requests impossible for the responding party, the chief executive officer, or his or her designee, shall determine, based upon a reasonable appraisal of the respective emergencies or the requesting parties, how best to respond and in what manner to respond to the requests. The officer, or his or her designee, shall inform the requesting parties of his or her determination or the government’s ability to render assistance to one or both of the requesting parties.

*Section 5. Authority and Jurisdiction of Employees.* Pursuant to *Tennessee Code Annotated, Section 5, 9-2-111*, when employees are sent from one jurisdiction to another in response to a request for emergency assistance pursuant to this agreement, those employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the local governments in which they are normally employed. At all times employees of a responding party shall be considered to be employees of the responding party and to be acting within the course and scope of their employment for purposes of the Governmental Tort Liability Act or Workers Compensation Law of the State of Tennessee.

*Section 6. Command and Control of Employees.* The senior officer of the requesting party on the scene of the emergency shall be in command of the emergency as to strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations or the responding party shall be relayed to the senior officer in command of the responding party unless a different arrangement is determined by the parties in the field to be more advantageous. However, the provisions of this section shall not be construed as creating a duty on the part of the responding party to stay at the scene of an emergency for any length of time. The responding party may depart the scene of the emergency at any time at the discretion of the officer in command of the responding party at the scene of the emergency.

*Section 7. Liability.* Pursuant to *Tennessee Code Annotated, Section 58-2-111*, the requesting party shall not be liable for damages to equipment or personnel or the responding party in responding to a request for emergency assistance. Furthermore, neither the requesting party nor its employees shall be liable for any damages caused by the negligence of the personnel of the responding party while en route to or returning from the scene of the emergency. Neither the responding party nor its employees shall be liable for any property damage or bodily injury at the actual scene or any emergency due to actions which are personnel in responding to a request for emergency assistance.

*Section 8. Reimbursement of Costs.* Pursuant to the authority found in *Tennessee Code Annotated, Section 8-2-111 (c) (4) (B) (iv) and (v)*, to adopt policies and procedures to guide the provision of emergency assistance, and in order to comply with Federal Emergency Management Agency Response and Recovery Policy Number 9523.6, the parties of this agreement are hereby establishing the following provisions regarding compensation for emergency assistance rendered. Under the terms of this agreement, any party responding to a request for emergency assistance shall be entitled to reimbursement of the costs of the emergency assistance rendered. Costs shall be defined as provided in Section 1, above. Pursuant to Section 7, above, costs shall not include damages to personnel or equipment of the responding party. A responding party shall be entitled to reimbursement of costs regardless of whether the event to which the local government responds is declared a major disaster or emergency by the Federal government and regardless of whether Federal or State funds are available to defer the costs of the emergency response.


*Section 9. Schedule of Costs.* In order to be reimbursed for costs, any responding party due reimbursement for emergency assistance provided shall provide the requesting party with an itemized schedule of costs relating to the emergency assistance within 60 days after the costs are incurred.

*Section 10. Cancellation or Revocation of Agreement.* A local government may withdraw and cancel its participation in this agreement at the discretion of its chief executive officer upon sixty (60) days written notice to all other undersigned parties.

*Section 11. Effect on prior agreements.* This agreement shall only supercede any prior existing mutual aid agreements or related contracts between the undersigned local governments or departments or agencies of the undersigned local governments to the extent that it is inconsistent with such prior agreements.

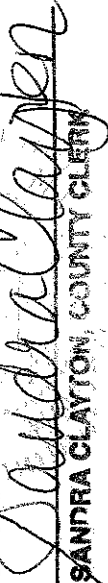
Section 12. *Effective Date.* This agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party, and shall remain in full force and effect until canceled as provided herein.

In WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below:

Jurisdiction	Approval Certified by Chief Executive Officer	Date	Date of Ratification by Governing Body
<u>Lewis</u>		<u>10/16/07</u>	<u>10-16-06</u>
<u>Lawrence</u>			

STATE OF TENNESSEE  
LEWIS COUNTY

I, THE UNDERSIGNED COUNTY CLERK, DO  
HEREBY CERTIFY THIS TO BE A TRUE COPY  
OF THE ORIGINAL OF THIS INSTRUMENT

  
SANDRA CLAYTON, COUNTY CLERK



## MUTUAL-AID AGREEMENT

This agreement entered into 27<sup>th</sup> day of March, 2007.

### THE UNDERSIGNED PARTNERS AGREE AS FOLLOWS

WHEREAS, the General Assembly has provided authority for cooperation between local governments or public agencies in times of emergency through the Interlocal Cooperation Act, codified in *Tennessee Code Annotated Title 12, Chapter 9*, and specifically for Mutual-Aid Agreements through Tennessee Code Annotated, Section 58-2-112, and

WHEREAS, the undersigned parties to this agreement desire to avail themselves of the authority conferred by these acts, and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this agreement for mutual aid between local governments and public agencies to assure each party of adequate services to address the needs of their residents in times of emergency, and

WHEREAS, the Federal Emergency Management Agency (FEMA) has established, pursuant to Response and Recovery Policy Number 9523.6 – Mutual Aid Agreements for Public Assistance, a requirement that in order for FEMA to reimburse costs arising from disaster assistance provided to one governmental entity by another government, there must be a written agreement requiring the reimbursement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

*Section 1. Definitions.* The following terms used in this agreement shall be defined as follows:

“COSTS” shall include compensation of employees of the responding party for actual time spent rendering aid pursuant to this agreement as well as travel time and expenses related to such work; mileage and maintenance necessitated on vehicles and equipment used in response; miscellaneous supplies which are consumed or destroyed in providing emergency assistance; and any other incidental costs agreed to by the parties. Any amount of compensation claimed as a cost or a response by a local government or public agency shall not exceed the actual amount expended for compensation and benefits provided to the individual employees.

“EMERGENCY ASSISTANCE” means fire fighting assistance, law enforcement assistance, public works assistance, emergency medical assistance, civil defense assistance, or other emergency assistance provided by local government in an

emergency situation in which the resources of the requesting local government are not adequate to respond to the emergency.

“EMPLOYEE” means any and all paid, volunteer, and auxiliary employees and emergency management services workers of the local government or public agency.

“LOCAL GOVERNMENT” means any incorporated city or town, metropolitan government, county, utility district, metropolitan airport authority, or other regional district or authority. Local governments also includes any public agency as defined in *Tennessee Code Annotated Section 12-9-103*.

“REQUESTING PARTY” means a local government which requests emergency assistance.

“RESPONDING PARTY” means a local government which responds to a request for emergency assistance.

*Section 2. Procedure for Requesting Assistance.* All requests for assistance shall be directed to the chief executive officer, or his or her designee, or the local government from which aid is requested. A responding party will respond to calls for assistance from a requesting party only upon request for such assistance is made by the chief executive officer, or his or her designee, of the requesting party.

*Section 3. No Duty to Respond.* Each party’s response to a request for assistance shall be determined by the chief executive officer of the responding party, or his or her designee, and measured by the severity of the emergency in the requesting party’s jurisdiction as well as the internal emergency services needs of the responding party. This agreement does not create a duty on the part of any local government to respond to a request from another local government for emergency assistance. Therefore, the chief executive officer, or designee, of any government receiving a request for assistance may determine that the government cannot respond to requests for assistance due to existing or anticipated needs in the government’s own jurisdiction. In such event, the chief executive officer, or his or her designee, shall inform the requesting party of the decision not to render emergency assistance.

*Section 4. Multiple Requests.* In the event that two or more requests for mutual assistance are directed to the same local government at the same time, thereby making compliance with the requests impossible for the responding party, the chief executive officer, or his or her designee, shall determine, based upon a reasonable appraisal of the respective emergencies of the requesting parties, how best to respond and in what manner to respond to the requests. The officer, or his or her designee, shall inform the requesting parties of his or her determination or the government’s ability to render assistance to one or both of the requesting parties.

*Section 5. Authority and Jurisdiction of Employees.* Pursuant to *Tennessee Code Annotated, Section 5, 9-2-111*, when employees are sent from one jurisdiction to another in response to a request for emergency assistance pursuant to this agreement, those employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the local governments in which they are normally employed. At all times employees of a responding party shall be considered to be employees of the responding party and to be acting within the course and scope of their employment for purposes of the Governmental Tort Liability Act or Workers Compensation Law of the State of Tennessee.

*Section 6. Command and Control of Employees.* The senior officer of the requesting party on the scene of the emergency shall be in command of the emergency as to strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations or the responding party shall be relayed to the senior officer in command of the responding party unless a different arrangement is determined by the parties in the field to more advantageous. However, the provisions of this section shall not be construed as creating a duty on the part of the responding party to stay at the scene of an emergency for any length of time. The responding party may depart the scene of the emergency at any time at the discretion of the officer in command of the responding party at the scene of the emergency.

*Section 7. Liability.* Pursuant to *Tennessee Code Annotated, Section 58-2-111*, the requesting party shall not be liable for damages to equipment or personnel or the responding party in responding to a request for emergency assistance. Furthermore, neither the requesting party nor its employees shall be liable for any damages caused by the negligence of the personnel of the responding party while en route to or returning from the scene of the emergency. Neither the responding party nor its employees shall be liable for any property damage or bodily injury at the actual scene or any emergency due to actions which are personnel in responding to a request for emergency assistance.

*Section 8. Reimbursement of Costs.* Pursuant to the authority found in *Tennessee Code Annotated, Section 8-2-111(c)(4)(B)(iv) and (v)*, to adopt policies and procedures to guide the provision or emergency assistance, and in order to comply with Federal Emergency Management Agency Response and Recovery Policy Number 9523.6, the parties of this agreement are hereby establishing the following provisions regarding compensation for emergency assistance rendered. Under the terms of this agreement, any party responding to a request for emergency assistance shall be entitled to reimbursement of the costs of the emergency assistance rendered. Costs shall be defined as provided in Section 1, above. Pursuant to Section 7, above, costs shall not include damages to personnel or equipment of the responding party. A responding party shall be entitled to reimbursement of costs regardless of whether the event to which the local government responds is declared a major disaster or emergency by the Federal government and regardless of whether Federal or State funds are available to defer the costs of the emergency response.

*Section 9. Schedule of Costs.* In order to be reimbursed for costs, any responding party due reimbursement for emergency assistance provided shall provide the requesting party with an itemized schedule of costs relating to the emergency assistance within 60 days after the costs are incurred.

*Section 10. Cancellation or Revocation of Agreement.* A local government may withdraw and cancel its participation in this agreement at the discretion of its chief executive officer upon sixty (60) days written notice to all other undersigned parties.

*Section 11. Effect on prior agreements.* This agreement shall only supercede any prior existing mutual aid agreements or related contracts between the undersigned local governments or departments or agencies of the undersigned local governments to the extent that it is inconsistent with such prior agreements.

*Section 12. Effective Date.* This agreement shall take effect upon execution by the authorized representative of each party after approval of the governing body of each party, and shall remain in full force and effect until canceled as provided herein.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below:

Jurisdiction	Approval Certified by Chief Executive Officer	Date	Date of Ratification by Governing Body
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Lewis

<u>Lawrence</u>	<u>Paul T. Pearson</u>	3/27/07	3/27/07
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LAWRENCE COUNTY TN RESOLUTION NO: 2007032710

RESOLUTION TO AUTHORIZE A MUTUAL-AID AGREEMENT FOR THE  
PROVISION OF EMERGENCY ASSISTANCE TO OTHER LOCAL  
GOVERNMENTS BY LAWRENCE COUNTY

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.	X		X			X	
8	Niedergereses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.		X	X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

RESOLUTION NO. 2007032711


RESOLUTION TO APPROVE CHANGES TO THE LAWRENCE COUNTY HIGHWAY  
DEPARTMENT PERSONNEL POLICY MANUAL

WHEREAS, the Lawrence County Highway Department has recently amended its Personnel Policy Manual as set forth in Exhibit A attached hereto and incorporated herein.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, that the amendments to the Lawrence County Highway Department Personnel Policy Manual are hereby approved.

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

Passed this 27th day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: LAWRENCE COUNTY HIGHWAY DEPARTMENT

This manual **DOES NOT** create any contractual rights in favor of you or Lawrence County Highway Department. Lawrence County Highway Department reserves the right to amend, rescind, supplement or otherwise alter in whole or in part any of the policies and procedures of this manual at any time.

### **NON-DISCRIMINATION-EQUAL EMPLOYMENT OPPORTUNITY**

Lawrence County Highway Department provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age or disability, in accordance with applicable state and federal law. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, training, promotion, retention, discipline, termination, layoff, recall, transfer, compensation and benefits. It is our policy to make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship.

#### **DEFINITION OF TERMS**

Full Time Employee - Any person scheduled to work thirty (30) or more hours every week of and/or a minimum of 1,560 hours per calendar year.

Part Time Employee – Any person scheduled to work less than thirty (30) hours per week.

#### **HIRING POLICY/EMPLOYMENT-AT-WILL**

As an equal opportunity employer, this department will consider on the qualifications of all applicants, regardless of applicant's race, sex, religion, national origin, age or handicap. No policy, benefit, or procedure contained herein creates an employment contract for any period of time. All employees will be considered employees-at-will. Employees may be terminated for failure to satisfactorily perform their duties or simply at the will of the Highway Superintendent, but they shall not be terminated for a discriminatory or illegal purpose. All new employees' hired must have a Commercial Drivers License and pass a CDL physical.

#### **PERSONNEL FILES**

An individualized personnel file will be maintained on each employee. It is the responsibility of each employee to provide accurate information to the employer. Employees are also responsible for reporting to the employer any change in the information which they have previously provided.

#### **IMMIGRATION PAPERS**

Upon initial employment, all employees are required to complete a Form I-9 to attest that they are lawfully eligible to work in the United States. Employees are further required to supply to the employer copies of documents proving this eligibility.

#### **WORKWEEK**

All employees of the Lawrence County Highway Department are paid on a weekly basis. The workweek will begin at 5:00 p.m. on Thursday and end at 4:59 p.m. on the following Thursday. The regular salary of non-exempt employees who receive a salary covers all hours worked up to 40 during each week.

#### **WORKING HOURS**

January through December  
Monday – Thursday 6:30 a.m. until 5:00 p.m.

Working hours may vary at the discretion of the Highway Superintendent, depending on existing conditions or emergency situations.

All employees should be ready to begin their day promptly at 6:30 a.m. Employees delayed or prevented from coming to work are expected to notify their supervisor of superintendent before the scheduled starting time. If all possible, the employee should call in personally. **PLEASE DO NOT** have other family members or friends call for you unless it is an extreme emergency. An employee who is absent on three (3) separate occasions or absent three (3) consecutive work days without notifying his supervisor of superintendent will be subject to termination.

### **EMPLOYEE BREAKS**

Employees may take a fifteen (15) minute break for every four (4) hours worked. Such breaks shall be considered a privilege and not a right, and shall never interfere with proper performance of the work responsibilities and work schedule of each department. Break time shall not reduce working time under FLSA.

### **OVERTIME/COMPENSATORY TIME**

Overtime/Compensatory Time – All employees shall be paid overtime of given compensatory time (subject to allowable limits) for all hours worked over 40 during the workweek. No overtime or compensatory time will be earned until the employee has worked on the job over 40 hours during the workweek, with approval of the Superintendent.

Overtime Rate – Hourly rate employees who work overtime will receive overtime pay at a rate of time and one-half their regular pay. For salaried employees, the employee's annual salary is then divided by the number of hours in a normal workweek to determine the regular hourly rate of pay. The rate will then be multiplied by one and one-half to determine the overtime rate of pay. The overtime rate for both hourly and salaried employees applies only those hours worked over 40 during a week.

An employee cannot accrue more than 240 hours of compensatory time. The use of compensatory time is subject to the approval by the Highway Superintendent. Such approval will not be denied unless undue disruption to the office department will occur.

### **HOLIDAYS**

The following holidays will be declared official holidays and employees will be excused from work without charge to leave.

New Years Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
Presidents Day	3 <sup>rd</sup> Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Election Days – Days established by law for holding county, state or national elections throughout the state.

### **EMPLOYEES BIRTHDAY\*\***

Employees birthday must be taken or paid within 30 days before or after the actual birthday)

Every effort will be made to allow all employees off on each designated holidays. If it is necessary for an employee to work on a holiday, the employee will be compensated at a rate which is one and one-half times the employee's regular rate of pay for the hours actually worked during the holiday. The employee may elect to receive compensatory time which will be earned at the rate of one and one-half hours for each hour actually worked during the holiday.

To qualify for holiday compensation the employee must work the regularly scheduled day prior to and after the actual holiday. Scheduled vacation will qualify as a day worked.

### **ON CALL-TIME**

Supervisors are called upon to be a rotating shift for being on-call during the weekends, and/or holidays. Supervisors are paid a rate of \$50.00 for the weekend. If the supervisor is called out to



take care of a situation, he is paid at the overtime rate of pay for a minimum of two hours. Each supervisor must be willing to provide a phone number to the central dispatch office.

### **RETIREMENT**

Retirement Annuity---Your retirement plan provides for the payment of benefits for eligible employees at retirement, in accordance with the benefit formula of the Tennessee Consolidated Retirement System.

Eligibility---A full time employee is eligible for coverage under the plan on the first day of the month coincident with or next following completion of six months of continuous full time service and provided he/she has not reached age sixty. The county pays a substantial sum in addition to your individual contribution each year.

### **SICK LEAVE**

A. Earning and Accumulation Sick Days---Sick leave shall be considered a benefit and privilege and not a right. Full time employees will receive full pay during incapacity caused by illness if sick leave is taken. Sick leave is earned at the rate of one day per month (12 days per year), based on a 10 hour work day. There is no maximum accumulation of sick leave credits. Accumulated sick leave has no value except for the purpose granted, and in the event of retirement or separation, all unused sick leave shall be forfeited. Upon retirement all accumulated unused sick leave will be added to service time in calculating years of service.

If an employee is in a paid status for one-half of the month or more, he or she will be credited with one day of sick leave for the month. Otherwise, the employee will not accrue any time for the month.

### **B. General Sick Leave Rules and Procedures**

1. Use of Sick Leave---An employee may use sick leave allowance for absence due to his or her own illness or injury or any immediate family member. For the purposes of sick leave, immediate family shall be defined as spouse, parent, children, grandchildren, and legal dependents. Sick leave may also be used for appointments with a licensed doctor, dentist or recognized practitioners. When appropriate, a partial sick day may be used rather than a full day. Employees who become ill during the period of their vacation may request that their vacation be temporarily terminated and the time changed to sick leave. However, such request must be justified by means of a doctor's statement upon return to work. No employee may give or loan sick leave time to another employee.
2. Documentation of Sick Leave---Employees are required to notify the employer as early as possible on the first day of their sick leave absence, and shall notify the employer in advance whenever the need for leave is foreseeable. An employee who claims sick leave for three (3) or more consecutive scheduled days or more than twelve (12) days during any three consecutive months will be required to furnish a certificate from a physician stating that the employee has been incapacitated from work for the period of absence, and that the employee is again physically able to perform his or her duties.
3. Exhaustion of Sick Leave---Employees who have used all of their accumulated sick leave will not receive financial compensation for additional days needed due to illness or injury. For any additional time needed, the employee will be considered on leave without pay status unless the employee has accumulated vacation time of compensation time remaining.

### **LAYOFFS**

At times, it is necessary to have layoffs in our workforce. Every effort will be made to take volunteers first. However, an employee may be laid off at the discretion of the Superintendent, depending on job duties or seniority. Lawrence County Highway Department will pay for the employee's health coverage for no longer than four (4) months. Any payments for family coverage premiums, or other payroll deductible insurance policies, must be paid by the employee or the benefits may not be continued.

### **LEAVE WITHOUT PAY**

Except as provided or otherwise herein, any employee, at the discretion of the employer, may be granted leave without pay for sufficient reason as determined by the employer. During the period of absence, the employee will not accrue vacation, sick leave or other benefits. The absence without pay leave shall not extend for a period in excess of (3) months. More time if needed,

may be granted at the discretion of the Highway Superintendent. During leave without pay, the employee shall be solely responsible for any insurance coverage, or other payroll deductions.

#### **VACATION—ANNUAL TIME**

Full time employees shall begin accruing Vacation/Annual time as of the date of their employment. However, an employee is not eligible to use or receive compensation for time until the employee has completed six months of continuous service at which time six (6) days of time will be available, based on a 10 hour work day. Part-time employees do not qualify for vacation leave.

0-5 years of service will accrue 1 day per month.

5-10 years of service will accrue 1 ¼ day per month.

10 or more years of service will accrue 1 ½ day per month.

#### **USE OF VACATION/ANNUAL TIME**

Vacation leave may be used only at times approved in advance by the Superintendent. Vacation request will be honored to the extent possible. If two or more employees request vacation for the same period of time, it will be the employer's decision if this will create a hardship upon the department. If it is determined that it is not possible for both employees to be on vacation at the same time, the request for vacation time will be honored at the discretion of the superintendent or department head. No employee may give or loan vacation time to another employee.

The Superintendent may schedule up to 2 weeks of vacation each year. One week will normally be around the Christmas Holiday. Employees will be paid for these days of vacation provided they have sufficient hours of accrued vacation/annual time.

Any unused vacation/annual time will be paid to the employee prior the ending of the calendar year.

Termination of Employment – Upon the termination of employment, an employee shall be entitled to payment for any unused vacation time which has accrued.

#### **BEREAVEMENT LEAVE**

In the event of death in the employee's immediate family, the employee will be given three (3) working days paid leave which will not be charged to vacation/annual leave.

Immediate family shall be defined as spouse, parent, children, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren and legal dependents of the employee. If more time is needed the superintendent should be contacted.

#### **VOTING LEAVE**

Any employee entitled to vote in an election in the state may be absent from work for a reasonable period of time, not to exceed three hours, necessary to vote while the polls are open in the county where the employee resides. The employer may specify the time the employee may be absent. The employee will receive regular compensation during this period and leave time will not be affected. Voting time shall not be counted as working time for overtime computation.

#### **JURY AND COURT DUTY**

The employer encourages all employees to fulfill their duty to serve as members of juries or to testify when called in both Federal and State courts. Therefore, the following procedures shall apply when an employee is called for jury duty or subpoenaed to court:

1. Upon receiving a summons to report for jury duty, the employee shall on the next day he/she is working, show the summons to his or her supervisor.
2. The employee will be granted a leave of absence when the employee is subpoenaed or directed by proper authority to appear in Federal or State Court as a witness or juror.
3. The employee will receive his or her regular compensation during time served on jury duty or when subpoenaed as witness.
4. The employee may retain all compensation or fees received for serving as a juror or as a witness.
5. If the employee is relieved from jury duty during working hours after serving less than three hours, the employee must report back to the employer. If the employee is relieved

from being a witness during working hours, the employee will report back to the employer.

6. The above provisions concerning compensation for time in court do not apply if the employee is involved as a plaintiff or defendant in private litigation. On these occasions the employee must take vacation/annual leave, comp. time or leave without pay.

#### **IN LINE OF DUTY INJURY SICKNESS**

The department is concerned for your health and safety in the performance of your job. You must observe all safety rules and regulations of the department. They are designed for your benefit and protection.

Any employee sustaining an injury or an illness during the course and scope of his or her employment which is determined to be compensable under the provisions of the Workers' Compensation Law shall be entitled to receive in line of duty injury leave. This leave shall not be counted against any accrued sick leave which the employee has accumulated. Benefits which are receivable by the employee will be determined by the provisions of the Workers' Compensation Law.

A list of approved board certified doctors have been arranged through Lawrence County to review and treat Workers' Compensation claims. As soon as possible after an injury or illness, you are required to notify the Lawrence County Safety Director. They will arrange for you to be seen by one or the approved doctors. It will be the doctor's decision to refer the employee to a specialist if deemed necessary. **IMPORTANT NOTE\*\*\*** If an employee is seen by any other physician besides one of the approved doctors, they will be subject to have all Workers' Compensation Claims denied.

**NOTE\*\***In extreme medical emergencies such as broken bones, profuse bleeding, head or internal injuries, go to the nearest emergency medical facility. They will contact the department for claim information.

#### **MILITARY LEAVE**

Full time employees who are members of any military reserve component, including the Tennessee Army and Air National Guard, will be granted military leave for such time as they are in the military service or field training or active duty for periods not to exceed fifteen (15) working days per calendar year. This time may not be used for weekend drills unless the employee is regularly scheduled to work on that weekend. Such requested leave shall be supported with copies of the armed forces orders.

Full time employees who are members of a military reserve unit who have completed their military training duty for the calendar year, and are reactivated for additional training, will be allowed an additional fifteen (15) day military leave if the additional military training:

1. Occurs during the same calendar year; and
2. Fulfills the employee's military training obligation for the subsequent calendar year.

During such time that the employee is on military training leave, the employee will receive full pay and benefits to which he or she would otherwise be entitled.

#### **PREGNANCY LEAVE**

Pregnancy, childbirth and related conditions will be treated the same as any other temporary medical disability with regard to leave policies. Leave is available under the same terms and conditions as for other similar purposes.

**T.C.A. 4-21-408 Maternity Leave** (a) A female employee who has been employed by the same employer for at least twelve (12) consecutive months as a full time employee, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for pregnancy, childbirth and nursing the infant, where applicable (such period to be hereinafter referred to as "maternity leave").

1. A female employee who gives at least three months' advance notice to her employer of her anticipated date of departure for maternity leave, her length of maternity leave, and her intention to return to full-time employment after maternity leave, shall be

- restored to her previous or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave.
2. A female employee who is prevented from giving three months' advance notice because of a medical emergency which necessitates that maternity leave begin earlier than originally anticipated, shall not forfeit her rights and benefits under this part solely because of her failure to give three months' advance notice.
  3. Maternity leave may be with or without pay at the discretion of the employer. Maternity leave shall not affect the employee's right to receive vacation time, sick leave bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other benefits or rights of her employment incident to her employment position: provided that the employer need not provide for the cost of any benefits, plans or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence.
  4. If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under this part for failure to reinstate the employee at the end of her maternity leave period.
  5. The purpose of this section is to provide leave time to female employees for pregnancy, childbirth, and nursing the infant, where applicable. Therefore if an employer finds that the female employee has utilized the period of maternity leave to actively pursue other employment opportunities, or if the employer finds that the employee has worked part-time or full-time for another employer during the period of maternity leave, the employer shall not be liable under this section for failure to reinstate the employee at the end of her maternity leave.
  6. Whenever the employer shall determine that the employee will not be reinstated at the end of her maternity leave because her position cannot be filled temporarily or because she has used maternity leave to pursue employment opportunities or to work for another employer shall so notify the employee.

Nothing contained within the provisions of this section shall be construed to:

1. Affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section;
2. Require any employer to provide maternity leave to male employees;
3. Apply to any employer who employs fewer than one hundred (100) full time employees on a permanent basis at the job site or location.

#### **FAMILY AND MEDICAL LEAVE**

Under the federal Family and Medical Leave Act of 1993 (FMLA) eligible county employees are entitled to twelve (12) workweeks of unpaid leave during each 12 month period. The 12-month period during which an employee is entitled to 12 workweeks of FMLA leave is measured forward from the date the employee's first FMLA leave begins. The next 12-month period will begin the first time the employee request FMLA leave after the completion of the previous 12 month period. An employee is entitled to 12 weeks of leave for the birth of a child, the placement of a child for adoption or foster care, a serious health condition of the employee that makes the employee unable to perform the functions of his or her job, or the serious health condition of a spouse, son, daughter, parent or grandchild which requires the employee's presence, during the illness. Both male and female employees are eligible for leave in connection with the birth or placement of a child or a family illness, but special rules may apply if both husband and wife are county employees. Subject to certain conditions, accrued paid leave may be substituted for unpaid FMLA leave.

#### **\*\*LEAVE PROVISIONS\*\***

1. Eligible employees are those who have been employed for at least 12 months, who have provided at least 1,250 hours of service during the 12 months before leave is requested and who work at a work site where at least 50 employees are on the payroll (either at that site or within a 75 mile radius).
2. Serious Health Condition-An illness, injury, impairment, or physical or mental condition involving either inpatient care or continuing treatment by a health care provider. Examples of serious health conditions include but are not limited to heart attacks, heart conditions requiring heart bypass or valve operations, most cancers,

- back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, severe arthritis, etc.
3. Unpaid leave for the purpose of care for a newborn child or a newly placed adopted or foster care child must be taken before the end of the first 12 months following the date of birth or placement.
  4. An expectant mother may take unpaid medical leave upon the birth of the child, or prior to the birth of her child for necessary medical care and if her condition renders her unable to work. Similarly for adoption or foster care, leave may be taken upon the placement of the child or leave may begin prior to the placement if absence from work is required for the placement to proceed.
  5. An employee may take unpaid leave to care for a parent or spouse of any age who, because of a serious mental or physical condition, is in the hospital or other health care facility. An employee may also take leave to care for a spouse or parent of any age who is unable to care for his or her own basic hygiene, nutritional needs, or safety. Examples include a parent or spouse whose daily living activities are impaired by such conditions as Alzheimer's disease, stroke, or who is recovering from major surgery, or who is in final stages of terminal illness.
  6. Employees requesting medical leave due to their own illness or injury may use any balance of sick leave, annual leave, floating holidays prior to unpaid leave beginning. The combination of sick leave, annual leave, floating holidays are unpaid leave may not exceed 12 weeks. Employees requesting family leave may use unpaid leave. The combination of annual leave, floating holidays and unpaid leave may not exceed 12 weeks.
  7. The term serious health condition, is intended to cover conditions or illnesses that affect an employee's health to the extent that he or she must be absent from work on a recurring basis or for more than a few days for treatment or recovery.
  8. During periods of unpaid leave, an employee will not accrue any additional seniority or similar employment benefits during the leave period.
  9. If spouses are employed by the same employer and wish to take leave for the care of a new child or a sick parent, their aggregate leave is limited to 12 weeks. For example, if the father takes 8 weeks to care for a child, the mother would be entitled to 4 weeks leave, for a total of 12 weeks of leave.

#### **\*\*NOTIFICATION AND SCHEDULING\*\***

1. An eligible employee must provide the employer at least 30 days advance notice of the need of leave for birth, adoption, or planned medical treatment, when the need for leave is foreseeable. This 30 day advance notice is not required in cases of medical emergency or other unforeseen events, such as premature birth, or sudden changes in a patient's condition that require a change in scheduled medical treatment.
2. Parents who are awaiting the adoption of a child and are given little notice of the availability of the child may also be exempt from this 30 day notice.

#### **\*\*CERTIFICATION\*\***

1. The employer reserves the right to verify an employee's request for family/medical leave.
2. If an employee request leave because of a serious health condition or to care for a family member with a serious health condition, the employer requires that the request be supported by certification issued by the health care provider of the eligible employee or the family member as appropriate. If the employer has reason to question the original certification, the employer may, at the employer's expense, require a second opinion from a different health care provider chosen by the employer. That health care provider may not be employed by the employer on a regular basis. If a resolution of the conflict cannot be obtained by a second opinion, a third opinion may be obtained from another provider and that opinion will be final and binding.
3. This certification must contain the date on which the serious health condition began, its probable duration, and appropriate medical facts within the knowledge of the health care provider regarding the condition. The certification must also state the employee's needed to care for the individual, and must include an estimate of the amount of time that the employee is needed to care for the family member.
4. Medical certifications given will be treated as confidential and privileged information.

5. An employee will be required periodically to the employer the status and the intention of the employee to return to work.
6. Employees who have taken unpaid leave under this policy must furnish the employer with a medical certification from the employee's health care provider that the employee is able to resume work before return is granted.

**\*\*MAINTENANCE OF HEALTH AND COBRA BENEFITS DURING UNPAID (FMLA) LEAVE\*\***

1. The employer may maintain health insurance benefits paid by the employer for the employee, during periods of unpaid leave without interruption. Any payment for family coverage premiums, or other payroll deductible insurance policies, must be paid by the employee or the benefits may not be continued.
2. The employers has the right to recover from the employee all health insurance premiums paid during the unpaid leave period if the employee fails to return to work after leave. Employees who fail to return to work because they are unable to perform the functions of their job because of their own serious health condition or because of the continued necessity of caring for a seriously ill family member may be exempt from the recapture provision.
3. Leave taken under this policy does not constitute a qualifying event that entitles an employee to COBRA insurance coverage. However, the qualifying event triggering COBRA coverage may occur when it becomes clearly known that an employee will not be returning to work, and therefore ceases to be entitled to leave under this policy.

**\*\*REDUCED AND INTERMITTENT LEAVE\*\***

1. Leave taken under this policy can be taken intermittently or on a reduced leave schedule when medically necessary as certified by the health care provider. Intermittent or reduced leave schedules for routine care of a new child can be taken only with approval of the employer. The schedule must be mutually agreed upon by the employee and the employee.
2. Employees on intermittent or reduced leave schedules may be temporarily transferred by the employer to an equivalent alternate position that may better accommodate the intermittent or reduced leave schedule.
3. Intermittent or reduced leave may be spread over a period of time longer than 12 weeks, but will not exceed the equivalent of 12 workweeks total leave in a one 12-month period.

**\*\*RESTORATION\*\***

1. Employees who are granted leave under this policy will be reinstated to an equivalent or the same position held prior to the commencement of their leave.
2. Certain highly compensated key employees, who are salaried or among the 10% highest paid employees may be denied restoration. Restoration may be denied if (A) the employer shows that such denial is necessary to prevent substantial and grievous economic injury to the employer's operations, (B) the employer notifies the employee that it intends to deny restoration on such basis at the time the employer determines that such injury would occur, and (C) in any case in which the leave has commenced, the employee elects not to return to work within a reasonable period of time after receiving such notice.

**OPERATION OF COUNTY VEHICLES**

Department employees who drive county owned vehicles will be required at all times to operate them in a safe manner, adhering to all county, city, state and federal traffic laws. No employee will operate a county vehicle unless he possesses a valid Tennessee driver's license. **County vehicles are not to be used for personal purposes at any time.** The employee is solely responsible and will be held accountable as to the use and operation of the vehicle assigned and shall never operate a county owned vehicle under the influence of drugs or alcohol. No citations will be paid by the county highway department where the operator is in violation of any of these laws. At no time will an employee be allowed to have a non-employee passenger travel with him or her in a county owned vehicle. (EXCEPTION: County Business where State personnel, contractors, vendors, engineers, etc. are included in travel plans, with prior approval from the superintendent).

## **WORK ASSIGNMENTS AND JOB POSITIONS**

Normal work assignments and job positions will be established by the superintendent or supervisor on the basis of the kind of work, the level of difficulty and responsibility, and the qualifications required. However, when the needs arise, the employee will be expected to perform duties outside his/her assignment or position.

## **TERMINATION PAY**

An employee, whose services are being terminated, either voluntarily or involuntarily, shall be paid for all regular earnings which are due and accrued plus all accrued vacation time, overtime and compensatory time. The employee will not be compensated for any unused sick leave days. The last payroll check will be held until an inventory of tools, equipment, or other county owned property has been returned. In the event of death, the amount owing to the employee shall be paid to the employee's beneficiary designated in writing for this purpose. If no beneficiary has been designated, amounts owing at the time of death will be paid to the surviving spouse, surviving children, or to the estate, as may be required by law.

## **ELECTRONIC MAIL**

Under the provisions of Tennessee Code Annotated 10-7-512, employees and officials of Lawrence County Highway Department do not have any right to privacy in any electronic mail (e-mail) that travels over Lawrence County's electronic mail system. All e-mail that travels over Lawrence County's system is subject at any time to being examined by officials of Lawrence County Highway Department and their designees. In addition, correspondence of Lawrence County Highway Department Employees and officials in the form of e-mail may be a public record under the public records law and may be subject to public inspection.

## **SEXUAL HARASSMENT**

All employees of this department should be aware that sexual harassment of any type will not be tolerated. No employee shall be allowed to sexually harass, either verbally or physically, another employee. It shall be the responsibility of supervisors and superintendent to take all steps necessary to ensure that the provisions of this policy are enforced. Any complaint of harassment will be investigated immediately and corrective action taken if the charges are found to be true.

**\*\*NOTE\*\*** Sexual harassment can take nature, sexually suggestive objects or pictures, obscene gestures, sexually graphic stories, as well as unwanted touching, can all constitute sexual harassment.

## **DISCIPLINARY POLICY**

In order for Lawrence County Highway Department to operate in an orderly and efficient manner, we must on occasions take disciplinary (corrective) action when a situation occurs that the superintendent feels the county or fellow employee's are at jeopardy. These actions will be taken in a positive manner with the intention of improving each employee's level of performance. The Superintendent will use his discretion when using disciplinary action. The Superintendent may use verbal or written reprimands, with such reprimands recorded in the employee's personnel file, or termination of employment if the superintendent deems necessary.

## **DRUG FREE WORKPLACE**

Lawrence County Highway Department recognizes the importance of a work environment free from the use, possession and effect of both the illegal use of controlled substances and of alcoholic beverages. We recognize that drugs and alcohol impair employee judgment, which may result in increased safety risks, hazards to the public, employee injuries, faulty decision-making and reduced productivity. Therefore, the County Highway Department expects all employees to be in a state of mind and physical condition fit to complete their assigned duties safely and competently during work hours.

**THE FOLLOWING ARE STRICTLY PROHIBITED** during working hours, while on Lawrence County Highway Department property, or while on Lawrence County Highway Department business.

1. Being under the influence of illegal drugs or alcohol;
2. the sale, possession, transfer or purchase of illegal drugs; or
3. the possession or consumption of alcoholic beverages



Any employee whose off-duty substance abuse results in on-the-job impairment (including, but not limited to excess absenteeism or tardiness, carelessness or disregard for safety, or poor work), or who commits an unlawful act or whose conduct discredits Lawrence County Highway Department in any way is in violation of this policy. Violation of this policy is grounds for disciplinary action, up to and including immediate termination from employment. Lawrence County Highway Department may take appropriate actions against violators, which may include referral for legal prosecution or requiring the employee to satisfactorily complete an approved drug use/alcohol abuse assistance or rehabilitation program. Aside from Lawrence County Highway Department policy consideration, the use of illegal drugs and/or the abuse of alcohol may be harmful to your health.

### **DRUG AND ALCOHOL TESTING POLICY**

Lawrence County Highway Department recognizes the importance of a work environment free from the use, possession and effect of both the illegal use of controlled substances and of alcoholic beverages. The Lawrence County Highway Department recognizes that drugs and alcohol impair employee judgment, which may result in increased safety risks, hazards to the public, employee injuries, faulty decision-making and reduced productivity. Therefore, the county highway department expects all employees to be in a state of mind and physical condition fit to complete their assigned duties safely and competently during work hours.

### **DRUG AND ALCOHOL POLICY**

#### **A. Substance Abuse Policy Statement**

Lawrence County is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Lawrence County employee illegally uses or sells drugs in the workplace, or abuses alcohol on the job. Therefore, Lawrence County has established the following policy, pursuant to T.C.A. Section 50-9-100 et. Seq.:

- (1) It is a violation of county policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.
- (2) It is a violation of county policy for any employee to report to work under the influence of or while possessing in his or her body, blood, or urine, illegal drugs in any detectable amount.
- (3) It is a violation of county policy for any employee to report to work under the influence of or impaired by alcohol.
- (4) It is a violation of county policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. However, nothing in this policy precludes the appropriate use of legally prescribed medications.
- (5) Violations of this policy are subject to disciplinary action up to and including termination.

It is the responsibility of the county's supervisors to counsel employees whenever they see changes in performance or behavior that suggests an employee has a drug problem. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment, and co-workers should encourage anyone who has a drug problem to seek help.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at Lawrence County.

Any employee reporting to work impaired will be deemed unable to perform required duties and will not be allowed to work. If possible, the employee's supervisor will first seek another supervisor's opinion to confirm the employee's status. Next, the supervisor will consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative depending on the determination of the observed impairment-and accompanied by the supervisor or another employee if necessary. A drug or alcohol test may be in order. An impaired employee will not be allowed to drive.

#### **C. Opportunity to Contest or Explain Test Results**



Employees and applicants who have a positive confirmed drug or alcohol test may explain or contest the result to the medical review officer within five (5) working days after receiving written notification of test result from medical review officer; if an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the company; a person may contest the drug test result pursuant to rules adopted by the Tennessee Department of Labor.

#### **D. Confidentiality**

The confidentiality of any information received by the employer through a substance abuse testing program shall be maintained, except as otherwise provided by law.

#### **E. Job Applicant Drug Testing**

All job applicants of Lawrence County will undergo testing for substance abuse as a condition of employment. Any applicant with a confirmed positive test result will be denied employment.

Applicants will be required to submit voluntarily to a urinalysis test at a laboratory chosen by the county, and by signing a consent agreement will release this company from liability.

If the physician, official, or lab personnel has reasonable suspicion to believe that the job applicant has tampered with the specimen, the applicant will not be considered for employment.

Lawrence County will not discriminate against applicants for employment because of past history of drug or alcohol abuse. It is the current illegal use of drugs and/or alcohol, preventing employees from performing their jobs properly, that Lawrence County will not tolerate.

#### **F. Employee Drug Testing**

Lawrence County has adopted testing practices to identify employees who illegally use drugs on or off the job or who abuse alcohol on the job. It shall be a condition of employment for all employees to submit to substance abuse testing under the following circumstances:

(1) When there is reasonable suspicion to believe that an employee is illegally using drugs or abusing alcohol. 'Reasonable suspicion' is based on a belief that an employee is using or has used drugs or alcohol in violation of the employer's policy drawn from a specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following.

- a. Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- c. A report of substance abuse provided by a reliable and credible source;
- d. Evidence that an individual has tampered with any substance abuse test during his or her employment with the current employer;
- e. Information that an employee has caused or contributed to an accident while at work; or
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

(2) When employees have caused or contributed an on-the-job injury that resulted in a loss of work-time, which means any time during which an employee stops performing the normal duties of employment and leaves the place of employment to seek care from a licensed medical provider.

(3) As part of a follow-up program to treatment for drug abuse.

(4) Routine fitness-for-duty drug or alcohol testing. A covered employer must require an employee to submit to a drug or alcohol test if the test is conducted as a part of a routinely scheduled employee fitness-for duty medical examination where the examinations are required by; law, regulation, are part of the covered employer's established policy, or one that is scheduled routinely for all members of an employment classification group.

Supervisors who have employees who meet any of the above criteria should request

testing on the Request for Employee Alcohol/Drug Testing form found on back page of policy manual.

### **G. Alcohol Testing**

The consumption or possession of alcoholic beverages on county premises is prohibited. An employee whose normal faculties are impaired due to alcoholic beverages, or whose blood alcohol level tests .10% by weight for non-safety position, or .04% for safety sensitive positions, while on duty/company business shall be guilty of misconduct, and shall be subject to discipline up to and including termination.

### **H. Refusal to Submit**

Failure to submit to a required substance abuse test also is misconduct and also shall be subject to discipline up to and including termination.

### **I. Important Information for Job Applicants and Employees**

When an employee or job applicant submits to a drug and/or alcohol test, they will be given a form by the specimen collector that contains a list of common medications and substances which may alter or affect the outcome of a drug or alcohol test. This form will also have a space for the donor to provide any information that he/she considers relevant to the test, including the identification of currently or recently used prescription or non-prescription medication or other relevant information. The information form should be kept by the job applicant or employee for their personal use. If the job applicant or employee has a positive confirmed test result a medical review officer will attempt to contact the individual in order to privately discuss the findings with that person. The job applicant or employee should keep the form as a "reminder" to discuss this information at that time. The medical review officer will take this information into account when interpreting any positive confirmed test results. The information provided shall be treated as confidential and will not be given to the employer. Employees and job applicants have the right to consult with a medical review officer for technical information regarding prescription and non-prescription medicine.

It is the responsibility of every employee or job applicant to notify the testing laboratory of any administrative or civil action brought pursuant to TCA Section 50-9-100 et. Seq., Drug-Free Workplace Programs.

The provisions of this policy are subject to any applicable collective bargaining agreement or contract and include the right of appeal to the applicable court.

**Substance abuse testing for job applicants and employees will include a urinalysis screen for the following drugs:**

Alcohol: (not required for job applicant testing)

Any "Alcoholic Beverage", all liquid medications containing ethyl alcohol (ethanol).

Please read the label for content. For example; Vicks Nyquil™ 25% (50 proof) ethyl alcohol, Comtrex™ is 20% (40 proof), Contact Severe Cold Formula Night Strength™ is 25% (50 proof), and Listerine™ is 26.9% (54 proof).

Amphetamines: "speed," "uppers," ect.

Cannabinoids: THC, marijuana, hashish, "pot," "grass," "hash," etc.

Cocaine: "coke," "crack," etc.

Phencyclidine: PCP, "angel dust."

Opiates: Narcotics, Heroin, Codeine, Morphine, "smack," "dope," etc.

### **J. Smoking**

All Lawrence County buildings are smoke-free environments for the health, safety and comfort of employees and all Lawrence Countians served by our government. Those employees who smoke must consult their department heads concerning smoke breaks and designated places for smoking.

### **COMPLAINT PROCEDURE**

A complaint should initially be filed within twenty (20) working days of the occurrence or reasonable knowledge of the alleged discrimination. If it is a continuing problem, the complainant should state when it began and the progression to the time of the complaint.

A complaint may be filed by a current employee or by an applicant, and by an individual or a group of people. Any complainant shall have the right to choose one representative to be with him or her at all stages of the complaint procedure. Confidentiality will be maintained during the complaint procedure, to the degree allowed by law. Reprisal or retaliation against the complainant or witnesses participating in the investigation is prohibited and is grounds for disciplinary actions.

(A) Although individuals are encouraged to try to settle problems on an informal basis, any employee or applicant who feels that he or she has been subjected to discrimination may file a complaint with his or her supervisor. The supervisor shall try to remedy any actual or perceived problem without the necessity of additional formal procedures. The supervisor shall inform the

complainant of his or her decision within five (5) working days. If the complaint is not resolved at this level, the complainant may proceed to Step B as long as the complainant does so within ten (10) working days of receiving the supervisor's decision. If the supervisor is the offending party, or if the employee feels that the supervisor will not or cannot objectively handle the complaint, the employee should file the complaint in accordance with Step B.

(B) A complaint of discrimination may be filed in writing, with the department head or his or her designee. (If the department head is the alleged offending party, the individual should file the complaint with the Lawrence County Highway Department as set out in Step C.) The department head or designee, after thorough investigation, should take the necessary steps to correct any problem found to exist. Such correction may include disciplinary action against an offending employee, especially if the charge involves harassment. The departmental investigation shall be completed within twenty (20) working days following the conclusion of the investigation. If the department head feels that the charges warrant a third party investigation, or if the charges involve rules or policies which are beyond his or her scope of authority, the department head may refer the complaint to Step C.

(C) If the individual feels that the complaint has not been remedied by the department head, the complainant should file a written complaint with Lawrence County Highway Department. The written complaint should be filed within ten (10) working days for the date of the letter sent by the department head as set out in Step B. Upon receipt of a written complaint or referral by a department head. The Grievance Committee will conduct an investigation within twenty (20) working days, with an extension of up to twenty (20) additional working days if needed. The employer will make a full report to the complainant and the department head which shall include findings as to the truth of the allegations of discrimination. As a result of the investigation and the findings of employer, the department head shall then review his or her previous decision to determine if the appropriate action was taken. Within ten (10) working days after receipt of the final report, the department head shall send a written notice to the complaining party of action being taken.

Lawrence County Highway Department recognizes that allegations of discrimination are difficult and often embarrassing for all parties involved. Efforts should be made by employees and management to deal with such allegations in a professional and responsible manner.

#### **AMENDMENT OF POLICIES**

It is the responsibility of all employees to carry out and comply with the rules and regulations contained in this manual. The employee should be aware that these rules and regulations are subject to periodic review and change by the employer. Before relying upon the provisions set out herein, it is the employee's responsibility to check with the employer to see if any changes have occurred.

**EMPLOYEE ACKNOWLEDGEMENT**

I acknowledge, by signing this form, receipt of the personnel policy handbook.

I have read the handbook and understand the policies. This handbook does not create any contractual rights in favor of me or Lawrence County Highway Department. I understand Lawrence County Highway Department reserves the right to amend, rescind, supplement or otherwise alter in whole or in part any of the policies and procedures of this manual at any time.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**LAWRENCE COUNTY GOVERNMENT  
REQUEST FOR EMPLOYEE ALCOHOL/DRUG TESTING**

DATE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_ TIME: \_\_\_\_\_



**CHECK THE APPROPRIATE BOX BELOW FOR THE EMPLOYEE LISTED ABOVE**

- \_\_\_\_\_. Observable phenomena while at work such as direct observation of substance abuse or the physical symptoms or manifestations of being impaired due to substance abuse.
- \_\_\_\_\_. Abnormal conduct or erratic behavior while at work or a significant deterioration of work performance.
- \_\_\_\_\_. A report of substance abuse provide by a reliable and credible source.
- \_\_\_\_\_. Evidence that an individual had tampered with any substance test during his or her employment with the current employer.
- \_\_\_\_\_. Information that an employee has caused or contributed to an accident while at work.
- \_\_\_\_\_. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employers' premises or while operating the employers' vehicle, machinery, or equipment.
- \_\_\_\_\_. When employees have caused or contributed to an-on-the job injury that results in loss of work-time, which means any period of time during which an employee stops performing the normal, duties of employment and leaves the place of employment to seek care from a licensed medical provider. An employer may send employees for substance abuse test if they are involved in on-job accidents where personal injured or damaged to County property occurs.
- \_\_\_\_\_. As part of a follow-up program to treatment for drug abuse.

\_\_\_\_\_. Routine fitness-for-duty drug test or alcohol testing. A covered employer must require an employee to submit to a drug or alcohol test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination where the examinations are required by: law, regulations, are part of the covered employer's established policy, or one that is scheduled routinely for all members of an employment classification group.

\_\_\_\_\_  
**DEPARTMENT HEAD** **DATE/TIME**

\_\_\_\_\_  
**WITNESS** **DATE/TIME**

RESOLUTION NO. 2007032712

RESOLUTION TO PROVIDE MATCHING FUNDS FOR VARIOUS GRANTS RECEIVED BY THE LAWRENCE COUNTY RESCUE SQUAD AND VARIOUS MEMBERS THEREOF

WHEREAS, the following entities have received or is entitled to receive either a forestry grant or a FEMA grant as set forth below:

Forestry Grants

<u>Entity</u>	<u>Grant</u>	<u>Required Match</u>
Ethridge	\$2,745.00	\$1,322.50
Center Point	\$4,080.00	\$2,040.00
New Prospect	\$5,937.00	\$2,968.50
Gandy	\$6,000.00	\$3,000.00

FEMA Grants

<u>Entity</u>	<u>Grant</u>	<u>Required Match</u>
Rescue Squad	\$90,000.00	\$4,500.00
West End	\$90,000.00	\$4,500.00
Leoma	\$69,585.00	<u>\$3,480.00</u>
Total		\$21,861.00

WHEREAS, the Lawrence County Legislative Body deems it in the best interest of Lawrence County that Lawrence County government provide the matching amounts for the above grants.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, that there is hereby appropriated the sum of \$21,861.00 from Fund 119 to provide the various entities named above the amount of the required match so that said entities may receive said grant funds.

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

Passed this 27th day of March, 2007.

  
JERRY DRYDEN, CHAIR

  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2007032712

RESOLUTION TO PROVIDE MATCHING FUNDS FOR VARIOUS GRANTS  
RECEIVED BY THE LAWRENCE COUNTY RESCUE SQUAD AND VARIOUS  
MEMBERS THEREOF

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.				X		X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.	X		X			X	
8	Niedergereses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.		X	X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>17</b>	<b>1</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

RESOLUTION NO. 2007032713

RESOLUTION TO ENCOURAGE BETTER ATTENDANCE BY COUNTY COMMISSIONERS  
AT COMMITTEE MEETINGS AND REGULAR MEETINGS OF THE LAWRENCE COUNTY  
LEGISLATIVE BODY

WHEREAS, the office of County Commissioner is important to the administration of Lawrence County government; and

WHEREAS, in order to facilitate and insure the efficient operation of the Board of County Commissioners of Lawrence County, it is imperative that County Commissioners attend all committee meetings as well as regular meetings of the full County Commission; and

WHEREAS, the salary of County Commissioners is paid regardless of the Commissioners attendance and in order to encourage better attendance, the Lawrence County Legislative Body deems it necessary to create an incentive for better attendance.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, that any prior resolutions concerning the salary of the County Commissioners for Lawrence County are amended to state that if a County Commissioner is absent from the meeting of a regular session of the County Commission or a committee meeting, that County Commissioner's salary shall be reduced by Fifty Dollars (\$50.00); provided, however, if the County Commissioner presents an excuse in writing to the Chairman of the Lawrence County Legislative Body within seven (7) days of the date the meeting is missed, then in the sole discretion of the Chairman of the Lawrence County Legislative Body, there shall be no reduction in the salary.

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

Failed this 27th day of March, 2007.

\_\_\_\_\_  
JERRY DRYDEN, CHAIR

\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: CHRIS JACKSON

LAWRENCE COUNTY TN RESOLUTION NO: 2007012313

RESOLUTION TO ENCOURAGE BETTER ATTENDANCE BY COUNTY COMMISSIONERS AT COMMITTEE MEETINGS AND REGULAR MEETINGS OF THE LAWRENCE COUNTY LEGISLATIVE BODY

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano				X		X	
9	Benefield, Ronald L.				X		X	
13	Brazier, Ray				X		X	
16	Brown, Anne N.				X		X	
6	Clifton, Bobby R.				X		X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.				X		X	
3	Gillespie, Dennis C.				X		X	
12	Hill, Richard L.				X		X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.	X		X			X	
4	Keener, Alan J.				X		X	
8	Niedergereses, Mark				X		X	
14	Putman, Jerry N.				X		X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.		X	X			X	
17	Wray, Joe R.				X		X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>6</b>	<b>12</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

FAILED



RESOLUTION NO. 2007032714

RESOLUTION TO RENAME CEMETERY LANE TO FAWN LANE  
AND ADD ROAD TO THE ROAD LIST

WHEREAS, the Lawrence County legislative body deems that it is in the best interest of the citizens of Lawrence County that the name of Cemetery Lane be renamed to Fawn Lane in order to avoid confusion with Cemetery Road; and

WHEREAS, the Lawrence County legislative body deems that it is in the best interest of the citizens of Lawrence County that Cemetery Lane be renamed to Fawn Lane and Fawn Lane added to the County road list said change having been previously approved by the office of the Lawrence County Emergency Communications District (911).


NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 27th day of March, 2007, that the name of Cemetery Lane be renamed to Fawn Lane and Fawn Lane added to the County road list:

BE IT RESOLVED by the Lawrence County legislative body meeting in regular session this 27th day of March, 2007, that the County Road Superintendent for Lawrence County is hereby requested to erect appropriate signs to reflect the above change to the county road list.

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

Passed this 27th day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: RICHARD L. HILL

LAWRENCE COUNTY TN RESOLUTION NO: 2007032714

RESOLUTION TO RENAME CEMETERY LANE TO FAWN LANE AND ADD ROAD TO THE ROAD LIST

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerfing, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergerges, Mark		X	X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.	X		X			X	
<b>TOTAL</b>				<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

RESOLUTION NO. 2007032715

RESOLUTION TO ESTABLISH SPEED LIMIT ON DUGOUT ROAD

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

WHEREAS, the Lawrence County Legislative Body deems that the public safety requires a 45 mile per hour speed limit on Dugout Road and to erect appropriate traffic control devices.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, that the speed limit on Dugout Road from Military Road to Jonestown Road is hereby established at 45 miles per hour and to erect appropriate traffic control devices.

BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, that the County Road Superintendent for Lawrence County is hereby requested to erect appropriate signs and traffic signals to reflect that the speed limit on Dugout Road from Military Road to Jonestown Road is 45 miles per hour.

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

Passed this 27<sup>th</sup> day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: DELANO BENEFIELD

LAWRENCE COUNTY TN RESOLUTION NO: 2007032715

RESOLUTION TO ESTABLISH SPEED LIMIT ON DUGOUT ROAD

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano	X		X			X	
9	Benefield, Ronald L.		X	X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergereses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

RESOLUTION NO. 2007032716

RESOLUTION TO PROHIBIT ANY CONTRACTORS DOING BUSINESS WITH LAWRENCE COUNTY, TENNESSEE, TO HAVE IN ITS EMPLOYMENT UNAUTHORIZED ALIENS

WHEREAS, Federal law requires that certain conditions be met before a person may be authorized to work in this country; and

WHEREAS, unlawful workers, illegal aliens, and unauthorized aliens as defined by this resolution and Federal law, do not normally meet the Federally mandated law authorizing them to work or reside in this country; and

WHEREAS, the Lawrence County Legislative Body desires that such unlawful workers and illegal aliens be prohibited from working for Lawrence County or any contractor doing business with Lawrence County.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, as follows:

SECTION 1. Definitions.

- A. "Alien" means a person who is not a United States citizen or United States national.
- B. "Illegal Alien" means an alien who is deportable if apprehended because of one of the following conditions:
  - 1. The alien entered the United States illegally without the proper authorization and documents.
  - 2. The alien once entered the United States legally and has since violated the terms of the statutes under which the alien entered the United States, making that alien an "out of statute" alien.
  - 3. The alien once entered the United States legally but has overstayed the time limits of the original legal status.
- C. "Unauthorized Alien" means an alien who is not authorized to be employed as determined in accordance with Section 1.01(a) of the "Immigration Reform and Control Act of 1986," 100 Statutes 3360, 8 U.S.C. 1324a.
- D. "Contractor" means a person, joint stock company, or other legal business entity or successor thereof that enters into a contract for the construction of any public improvement in Lawrence County and includes any subcontractor and lower tier subcontractor of a contractor.
- E. "Public Improvement" means all buildings, roads, streets, alleys, waterworks, and all other structures or works constructed by Lawrence County government or to which Lawrence County government is furnishing any of the funds for the construction of such work.

SECTION 2. No contractor for a Public Improvement shall begin work on that Public Improvement unless the contractor submits to the Director of Accounts and Budgets an affidavit that contains a statement affirming both of the following:

- 1. The contractor shall not employ, hire, recruit, or refer either for the contractor or on behalf of another contractor, for a public improvement within Lawrence County, an Unauthorized Alien.
- 2. The contractor shall not fail to verify prospective employees' legal status or authorization to work prior to employing the individual or contracting with the individual for employment services for that Public Improvement.

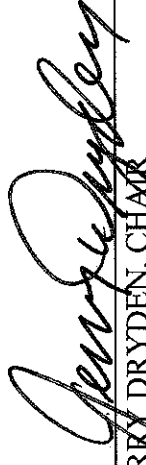
SECTION 3. A contractor or person has not violated Section 2 above if the contractor establishes that the contractor has made a good faith attempt to verify whether an employee or prospective employee is an Unauthorized Alien and the employee or prospective employee has presented false documents to the contractor.

SECTION 4. Any contractor who violates Section 2 above is subject to one of the following penalties.

1. For the first offense, the contractor is prohibited from working on or participating in Lawrence County funded Public Improvement Projects for one year after the date of the violation.
2. For all subsequent offenses, the contractor is prohibited from working on or participating in Lawrence County funded Public Improvement Projects for three years after the date of the violation.

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

Passed this 27th day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2007032716

RESOLUTION TO PROHIBIT ANY CONTRACTORS DOING BUSINESS WITH  
LAWRENCE COUNTY, TN, TO HAVE IN ITS EMPLOYMENT UNAUTHORIZED  
ALIENS

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano	X		X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.		X	X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

NOTARY LIST  
March 27, 2007 Regular Session

APPLICANTS NAME	BONDING AGENT
Hope Y. Beaulieu	Western Surety Co.
Howard W. Tignor, Jr.	RLI Surety
Bobbie Weaver	Western Surety Co.
Paul Martin	Universal Surety of America
Daniel Carroll	Universal Surety of America
Pamela Matthews	Western Surety Co.
Janice Moore	CNA Surety
Bobby Newton	Luther Brown & Ted Sisk
Jo Molloy	Western Surety Co.
R. Lee Sanford	Western Surety Co.
Judy Keeton	Western Surety Co.

LAWRENCE COUNTY TN  
March 27, 2007 Regular Session  
NOTARIES

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.		X	X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergerges, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.	X		X			X	
<b>TOTAL</b>				<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

**TYPE OF VOTE:**     **Voice**     **Roll Call**

**Comments:**



**LAWRENCE COUNTY TN  
MARCH 27, 2007 REGULAR SESSION  
SUSPEND THE RULES**

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.	X		X			X	
8	Niedergereses, Mark		X	X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

**TYPE OF VOTE:**  Voice  Roll Call

**Comments:**

RESOLUTION NO. 2007032717

RESOLUTION TO ESTABLISH SPEED LIMIT ON NORTHPOINT DRIVE

WHEREAS, Northpoint Drive is in a residential area in Lawrence County, Tennessee; and

WHEREAS, the Lawrence County Legislative Body deems that the public safety requires a 35 mile per hour speed limit on Northpoint Drive and to erect appropriate traffic control devices.


NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, that the speed limit on Northpoint Drive is hereby established at 35 miles per hour and to erect appropriate traffic control devices.

BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 27th day of March, 2007, that the County Road Superintendent for Lawrence County is hereby requested to erect appropriate signs and traffic signals to reflect that the speed limit on Northpoint Drive is 35 miles per hour.

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

Passed this 27th day of March, 2007.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: SANDRA K. HYATT

LAWRENCE COUNTY TN RESOLUTION NO: 2007032717

RESOLUTION TO ESTABLISH SPEED LIMIT ON NORTHPOINT DRIVE

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.		X	X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.	X		X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

RESOLUTION NO. 2007032718

RESOLUTION HAS NOT YET BEEN RECEIVED FROM COUNTY ATTORNEY

LAWRENCE COUNTY TN RESOLUTION NO: 2007032718

RESOLUTION REGARDING GEOGRAPHIC INFORMATION SYSTEMS (G.I.S.)

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.		X	X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.	X		X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergereses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

Will provide more detailed resolution description once we receive the actual resolution from the attorneys office.

RESOLUTION NO. 2007032719

RESOLUTION HAS NOT YET BEEN RECEIVED FROM COUNTY ATTORNEY

LAWRENCE COUNTY TN RESOLUTION NO: 2007032719

RESOLUTION SUPPORTING GOVERNORS PROPOSAL (CIGARETTE TAX) TO GENERATE EDUCATION INITIATIVE FUNDS

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.		X	X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.	X		X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		TOTAL		18	0	0	18	0

TYPE OF VOTE:  Voice  Roll Call

Comments:

Will provide more detailed resolution description once we receive the actual resolution from the attorneys office.

RESOLUTION NO. 2007032720

RESOLUTION HAS NOT YET BEEN RECEIVED FROM COUNTY ATTORNEY



LAWRENCE COUNTY TN RESOLUTION NO: 2007032720

BUDGET AMENDMENT TO GENERAL FUND 101

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.			X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.		X	X			X	
8	Niedergereses, Mark	X		X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>		<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments:

Will provide more detailed resolution description once we receive the actual resolution from the attorneys office.

LAWRENCE COUNTY COMMISSION  
 March 27, 2007 Regular Session

ADJOURNMENT

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
10	Benefield, Delano			X			X	
9	Benefield, Ronald L.		X	X			X	
13	Brazier, Ray			X			X	
16	Brown, Anne N.			X			X	
6	Clifton, Bobby R.			X			X	
18	Doerflinger, Chuck			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.	X		X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Wray, Joe R.			X			X	
1	Yocom, Wayne A.			X			X	
		<b>TOTAL</b>	<b>18</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>

TYPE OF VOTE:  Voice  Roll Call

Comments: