

The Lawrence County Board Of Commissioners
Lawrence County, Tennessee
September 25, 2007
Regular Session
5:00 P.M.

Agenda

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

Invocation:
Pledge:

Public Comments

Kay Dotson, Report on Technology Initiative
Bi-Monthly Financial Report Fiscal Agent
Bi-Monthly Financial Report School Superintendent
Report of Resolution Committee

1. Resolution No. 2007092501
Resolution to Elect Chair of the Legislative Body and Chair Pro Tempore
2. Resolution No. 2007092502
Resolution Approving Minutes of July 24, 2007, Regular Sessions
Sponsor: Jerry Dryden
3. Resolution No. 2007092503
Resolution Approving Minutes of August 20, 2007, Special Session
Sponsor: Jerry Dryden
4. Resolution No. 2007092504
Resolution to Approve Amendments to the 2006-2007 Lawrence County Budget
Sponsor: Accounts and Budgets
5. Resolution No. 2007092505
Resolution to Approve Amendments to the 2006-2007 Lawrence County Board of Education Budget
Sponsor: Lawrence County Board of Education
6. Resolution No. 2007092506
Initial Resolution Authorizing the Issuance of not to Exceed Fourteen Million Two Hundred Fifty Thousand Dollars (\$14,250,000) General Obligation Public Improvement Bonds of Lawrence County, Tennessee
Sponsor: Budget Committee
7. Resolution No. 2007092507
A Resolution Authorizing the Issuance of General Obligation Public Improvement Bonds in the Aggregate Principal Amount of not to Exceed Fourteen Million Two Hundred Fifty Thousand Dollars (\$14,250,000) of Lawrence County, Tennessee; Making Provision for the Issuance, Sale and Payment of said Bonds; Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds
Sponsor: Budget Committee
8. Resolution No. 2007092508
Resolution to Authorize Lawrence County to Pay Sales Tax or Reimburse for Sales Tax Paid in Alabama
Sponsor: Budget Committee
9. Resolution No. 2007092509
Resolution to Contract with Private Haulers of Solid Waste
Sponsor: Solid Waste Committee
10. Resolution No. 2007092510
Resolution to Provide for the Design and Renovation of First Farmers and Merchants Bank Building Located in Leoma, Tennessee, Donated to Lawrence County for Use as the Lawrence County Archives
Sponsor: Facilities Committee

11. Resolution No. 2007092511
Resolution to Confirm Appointments to the Budget Committee
Sponsor: Paul Rosson
 12. Resolution No. 2007092512
Resolution to Confirm Appointments to the Purchasing Committee
Sponsor: Paul Rosson
 13. Resolution No. 2007092513
Resolution Appointing One Member to Lawrence County Emergency Communications Board
Sponsor: Paul Rosson
 14. Resolution No. 2007092514
Resolution to Set the Salaries of Teresa Purcell as Director of Accounts and Budgets and Carla R. Burden as Purchasing Agent/Grants Manager for Lawrence County
Sponsor: Paul Rosson
 15. Resolution No. 2007092515
Resolution to Fund Waterline Projects and to Repeal Portions of Resolution No. 2007072410
Sponsor: Paul Rosson
 16. Resolution No. 2007092516
Resolution to Approve Leasing Of Space from Lawrence County by the Lawrence County Master Gardeners
 17. Resolution No. 2007092517
Resolution to Study the Standardization of Speed Limits on the Roads in Lawrence County
Sponsor: Ray Brazier
 18. Resolution No. 2007092518
Resolution to Establish Speed Limit on Beasley Road
Sponsor: Ronnie Benefield and Jerry Putman
 19. Resolution No. 2007092519
Resolution to Extend the Hours of Operation for Establishments Selling Beer in Lawrence County
Sponsor: Chris D. Jackson, Ray Brazier, Alan Keener, W. Charles Doerflinger and Richard L. Hill
 20. Resolution No. 2007192520
Resolution Urging Local Utility Districts and Municipalities to Work with County Government to Fund Emergency Water Line Requests
Sponsor: Chris D. Jackson
 21. Resolution No. 2007092521
Resolution to Require the Volunteer Fire Departments that Receive Contributions from Lawrence County Government to Furnish Financial Records and a List of all Equipment for the Two Previous Fiscal Years
Sponsor: Alan Kenner, Richard Hill and W. Charles Doerflinger
 22. Resolution No. 2007092522
Resolution to Urge Compliance with the Federal Fair Housing Law
Sponsor: Paul Rosson
- Election of Notaries

LAWRENCE COUNTY COMMISSION
September 25, 2007 Regular Session

CALL TO ORDER BY: Jerry Dryden, Chair

ROLL CALL: Chuck Kizer, County Clerk

INVOCATION: Charles H. Robertson, County Commissioner

PLEDGE: Richard L. Hill, County Commissioner

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

LCSS Technology Upgrade Report

by Kay Dotson

Jay Ridgway

Supervisor of Technology

Lawrence County Schools

931-762-2273

Current Project Status: On Schedule

After the approval of the County Commission's resolution to reimburse the School Board for technology, the plan for LCSS technology upgrade started moving forward.

Dr. Heath's 90 day plan included a technology committee to be formed and made up of supervisors, administrators, and teachers to brainstorm and develop an implementation plan. Jay has met with the school technology committees to review the plans and the individuals responsible for each part of the technology upgrade. Each school now has a detailed plan in place that addresses every aspect of the project. Jay is working on final order for each school.

Principals were required to provide an updated summary of their school status on Wednesday, Sept. 19th. That summary includes their list of everything they will need to setup and connect the new hardware with verification that all the needs are met.

The current timeframe is to have all hardware ordered around the first of October.

New computers should start arriving within a week, but our plan allows two weeks just to provide vendors time to complete the orders. Schools will secure the new equipment and complete all inventory documentation within the first day of delivery. They will also have the computers moved to the assigned classrooms, set up, and ready to use within the next three days. Software and license will be provided during this timeframe so software installation will follow the equipment setup. The upgrade is expected to be completed by the end of October.

The elementary software bid has been awarded to Riverdeep, Inc. and has been approved by the board for purchase. Riverdeep, Inc. is a browser and research based curriculum and will be implemented with a formative assessment, which is required by the state department of education. The RFP has gone out for the secondary courseware and bids will open soon.

LAWRENCE COUNTY TN
 September 25, 2007 Regular Session
 BI-MONTHLY REPORT FISCAL AGENT

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

TYPE OF VOTE: Voice Roll Call

Comments:

NO REPORT AVAILABLE!!

Summary Financial Statement
 AUGUST 31, 2007

141 GENERAL PURPOSE SCHOOL

Account	Description	Year-To-Date		AUGUST	
		Budget Estimate	Actual Of Budget Percent	Estimate Avg/Mth	Actual Of Avg Percent
40110	CURRENT PROPERTY TAX	5,173,878.00	0.6	431,156.50	7.2
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	140,000.00	50.4	11,666.67	147.4
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	0.0	0.00	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	39,000.00	8.7	3,250.00	104.2
40140	INTEREST AND PENALTY	31,000.00	17.9	2,583.33	60.3
40210	LOCAL OPTION SALES TAX	4,249,928.00	8.8	354,160.67	106.2
40350	INTERSTATE TELECOMMUNICATIONS TAX	0.00	0.0	0.00	0.0
4110	MARRIAGE LICENSES	15,000.00	10.3	1,250.00	124.0
43511	TUITION - REGULAR DAY STUDENTS	0.00	0.0	0.00	0.0
43542	CONTRACT FOR INSTRUCT SERV W/OTHER LEA'S	0.00	0.0	0.00	0.0
43543	CONTRACT FOR STUDENT SUP SRV W/OTHER LEA	55,000.00	2.3	4,583.33	23.1
43570	RECEIPTS FROM INDIVIDUAL SCHOOLS	32,760.00	10.9	2,730.00	98.2
43581	COMMUNITY SERVICE FEES - CHILDREN	18,000.00	31.1	1,500.00	186.7
44120	LEASE/RENTALS	0.00	0.0	0.00	0.0
44130	SALE OF MATERIALS AND SUPPLIES	0.00	0.0	0.00	0.0
44560	DAMAGES RECOVERED FROM INDIVIDUALS	0.00	0.0	0.00	0.0
44570	CONTRIBUTIONS & GIFTS	28,849,467.00	10.0	2,404,122.25	120.0
46511	BASIC EDUCATION PROGRAM	18,000.00	0.0	1,500.00	0.0
46550	DRIVER EDUCATION	135,527.00	0.0	11,293.92	0.0
46590	OTHER STATE EDUCATION FUNDS	423,670.00	0.0	35,305.83	0.0
46610	CAREER LADDER PROGRAM	145,779.00	0.0	12,148.25	0.0
46612	CAREER LADDER - EXTENDED CONTRACT	200,000.00	0.0	16,666.67	0.0
46851	STATE REVENUE SHARING - T.V.A.	53,300.00	0.0	4,441.67	0.0
46980	OTHER STATE GRANTS	84,240.00	13.4	7,020.00	160.2
46990	OTHER STATE REVENUES	121,580.00	0.0	10,131.67	0.0
47120	ADULT EDUCATION STATE GRANT PROGRAM	0.00	0.0	0.00	0.0
47990	OTHER DIRECT FEDERAL REVENUE	11,366.00	0.0	947.17	0.0
49800	TRANSFERS IN	39,797,495.00	8.4	3,316,457.93	98.7
Total REVENUES		3,342,296.88		3,273,852.34	
EXPENDITURES		3,342,296.88		3,273,852.34	
71100	REGULAR INSTRUCTION PROGRAM	21,753,714.00	2.5	1,812,809.51	9.9
71150	ALTERNATIVE INSTRUCTION PROGRAM	115,723.00	0.6	9,643.60	6.7
71200	SPECIAL EDUCATION PROGRAM	2,324,709.00	0.8	193,725.75	9.3
71200	SPECIAL EDUCATION PROGRAM	2,166,862.00	2.3	180,060.67	22.2
71300	VOCATIONAL EDUCATION PROGRAM	86,754.00	7.0	7,229.51	79.0
71600	ADULT EDUCATION PROGRAM	88,558.00	13.8	7,379.84	165.2
72110	ATTENDANCE	342,345.00	2.7	28,528.75	28.5
72120	HEALTH SERVICES	1,072,301.00	1.8	89,358.42	18.0
72130	OTHER STUDENT SUPPORT	1,266,009.00	4.6	105,500.75	49.2
72210	REGULAR INSTRUCTION PROGRAM	47,048.00	0.0	3,920.67	0.0
72215	ALTERNATIVE INSTRUCTION PROGRAM	265,420.00	10.0	22,118.34	116.5
72220	SPECIAL EDUCATION PROGRAM	113,850.00	12.3	9,487.50	144.9
72260	ADULT PROGRAMS	96,353.00	6.5	8,029.41	76.5

Summary Financial Statement
AUGUST 31, 2007

Fiscal Year Time Lapse: 16.66

141 GENERAL PURPOSE SCHOOL

Account	Description	Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual Of Avg Percent
-----Year-To-Date-----						
-----AUGUST-----						
EXPENDITURES						
72310	BOARD OF EDUCATION	748,836.00-	298,601.21	39.9	62,402.99-	45.3
72320	OFFICE OF THE SUPERINTENDENT	304,343.00-	53,861.35	17.7	25,361.91-	166.5
72410	OFFICE OF THE PRINCIPAL	2,205,267.00-	116,335.08	5.3	183,772.26-	52.3
72510	FISCAL SERVICES	243,024.00-	42,182.02	17.4	20,251.99-	204.0
72610	OPERATION OF PLANT	3,132,105.00-	507,103.67	16.2	261,008.73-	101.4
72620	MAINTENANCE OF PLANT	610,865.00-	124,428.45	20.4	50,905.41-	186.9
72710	TRANSPORTATION	2,299,490.00-	173,076.72	7.5	191,624.16-	45.4
72810	CENTRAL AND OTHER	103,088.00-	12,023.81	11.7	8,590.67-	136.2
73300	COMMUNITY SERVICES	117,000.00-	12,263.45	10.5	9,749.99-	122.7
73400	EARLY CHILDHOOD EDUCATION	0.00	3,395.31	0.0	0.00	0.0
76100	REGULAR CAPITAL OUTLAY	379,752.00-	13,424.49	3.5	31,646.01-	42.4
82130	EDUCATION	300,000.00-	0.00	0.0	25,000.00-	0.0
99100	TRANSFERS OUT	116.00-	0.00	0.0	9.67-	0.0
Total EXPENDITURES						
		40,183,532.00-	2,122,416.38	5.3	3,348,627.71-	32.0
Total GENERAL PURPOSE SCHOOL						
		386,037.00-	1,219,880.50-	316.0	32,169.78-	6841.1

G/L Month: 08 AUGUST
 Beginning Fund: 141 Beginning Function: ZZZZZ
 Ending Fund: 141 Ending Function: ZZZZZ
 * End of Report: LAWRENCE CO BD OF EDUCATION *

LAWRENCE COUNTY TN
 September 25, 2007 Regular Session
 BI-MONTHLY REPORT SUPERINTENDENT

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

TYPE OF VOTE: Voice Roll Call

Comments:

REPORT OF THE RESOLUTION COMMITTEE

TO THE LAWRENCE COUNTY BOARD OF COMMISSIONERS
LAWRENCE COUNTY, TENNESSEE

September 25, 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. 2007092501
Resolution to Elect Chair of the Legislative Body and Chair Pro Tempore
2. Resolution No. 2007092502
Resolution Approving Minutes of July 24, 2007, Regular Sessions
Sponsor: Jerry Dryden
3. Resolution No. 2007092503
Resolution Approving Minutes of August 20, 2007, Special Session
Sponsor: Jerry Dryden
4. Resolution No. 2007092504
Resolution to Approve Amendments to the 2006-2007 Lawrence County Budget
Sponsor: Accounts and Budgets
5. Resolution No. 2007092505
Resolution to Approve Amendments to the 2007-2008 Lawrence County Board of Education Budget
Sponsor: Lawrence County Board of Education
6. Resolution No. 2007092506
Initial Resolution Authorizing the Issuance of not to Exceed Fourteen Million Two Hundred Fifty Thousand Dollars (\$14,250,000) General Obligation Public Improvement Bonds of Lawrence County, Tennessee
Sponsor: Budget Committee
7. Resolution No. 2007092507
A Resolution Authorizing the Issuance of General Obligation Public Improvement Bonds in the Aggregate Principal Amount of not to Exceed Fourteen Million Two Hundred Fifty Thousand Dollars (\$14,250,000) of Lawrence County, Tennessee; Making Provision for the Issuance, Sale and Payment of said Bonds; Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds
Sponsor: Budget Committee
8. Resolution No. 2007092508
Resolution to Authorize Lawrence County to Pay Sales Tax or Reimburse for Sales Tax Paid in Alabama
Sponsor: Budget Committee
9. Resolution No. 2007092509
Resolution to Contract with Private Haulers of Solid Waste
Sponsor: Solid Waste Committee
10. Resolution No. 2007092510
Resolution to Provide for the Design and Renovation of First Farmers and Merchants Bank Building Located in Leoma, Tennessee, Donated to Lawrence County for Use as the Lawrence County Archives
Sponsor: Facilities Committee
11. Resolution No. 2007092511
Resolution to Confirm Appointments to the Budget Committee
Sponsor: Paul Rosson
12. Resolution No. 2007092512
Resolution to Confirm Appointments to the Purchasing Committee
Sponsor: Paul Rosson

13. Resolution No. 2007092513
Resolution Appointing One Member to Lawrence County Emergency Communications Board
Sponsor: Paul Rosson
14. Resolution No. 2007092514
Resolution to Set the Salaries of Teresa Purcell as Director of Accounts and Budgets and Carla R. Burden as Purchasing Agent/Grants Manager for Lawrence County
Sponsor: Paul Rosson
15. Resolution No. 2007092515
Resolution to Fund Waterline Projects and to Repeal Portions of Resolution No. 2007072410
Sponsor: Paul Rosson
16. Resolution No. 2007092516
Resolution to Approve Leasing Of Space from Lawrence County by the Lawrence County Master Gardeners
17. Resolution No. 2007092517
Resolution to Study the Standardization of Speed Limits on the Roads in Lawrence County
Sponsor: Ray Brazier
18. Resolution No. 2007092518
Resolution to Establish Speed Limit on Beasley Road
Sponsor: Ronnie Benefield and Jerry Putman
19. Resolution No. 2007092519
Resolution to Extend the Hours of Operation for Establishments Selling Beer in Lawrence County
Sponsor: Chris D. Jackson, Ray Brazier, Alan Keener, W. Charles Doerflinger and Richard L. Hill
20. Resolution No. 2007192520
Resolution Urging Local Utility Districts and Municipalities to Work with County Government to Fund Emergency Water Line Requests
Sponsor: Chris D. Jackson
21. Resolution No. 2007092521
Resolution to Require the Volunteer Fire Departments that Receive Contributions from Lawrence County Government to Furnish Financial Records and a List of all Equipment for the Two Previous Fiscal Years
Sponsor: Alan Kenner, Richard Hill and W. Charles Doerflinger
22. Resolution No. 2007092522
Resolution to Urge Compliance with the Federal Fair Housing Law
Sponsor: Paul Rosson

Alan Keener, Chair Pro Tempore of the Resolution Committee

LAWRENCE COUNTY TN
 September 25, 2007 Regular Session
 APPROVAL OF THE REPORT OF THE RESOLUTION COMMITTEE

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092501

RESOLUTION TO ELECT CHAIR OF THE LEGISLATIVE BODY AND
CHAIR PRO TEMPORE

NOW, THEREFORE be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, elects Jerry Dryden as Chair of the Legislative Body of Lawrence County, Tennessee and Wayne Yocom as Chair Pro Tempore of the Legislative Body of Lawrence County, Tennessee.

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

PASSED this the 25th day of September, 2007.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY TN RESOLUTION NO: 2007092501

Resolution To Elect Chair Of The Legislative Body And Chair Pro
Tempore

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

TYPE OF VOTE: Voice Roll Call

Comments:
For Chairman Pro Tempore-Wayne Yocom nominated by Alan Keener and seconded by Ronnie Benefield – nominations ceased.
For Chairman – Jerry Dryden nominated by Ronnie Benefield and seconded by Wayne Yocom – nominations ceased.
Both were elected by unanimous voice vote.

RESOLUTION NO. 2007092502

RESOLUTION APPROVING MINUTES OF JULY 24, 2007, REGULAR SESSION

WHEREAS, the Lawrence County Legislative Body met on July 24, 2007, in regular session.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, that the attached minutes of the July 24, 2007, regular session are approved.

PASSED this the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

Minutes of
The Lawrence County Commission
July 24, 2007 Regular Session
5:00 P.M.

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

15 Members Present: Wayne Yocom, Joe Wray, John C. Sanders, Jr., Charles Robertson, Jerry Putman, Alan Keener, Chris Jackson, Richard Hill, Dennis Gillespie, Jerry Dryden, Chuck Doerflinger, Anne Brown, Ray Brazier, Ronald Benefield and Delano Benefield.

3 Members Absent: Mark Niedergeses, Sandra Hyatt and Bobby Clifton

Invocation was given by Jerry Putman.
Pledge was led by Delano Benefield.

No Public Comments

Bi-Annual Report on Governor's Three Star Economic Development Plan **PASSED**
Bi-Monthly Financial Report Fiscal Agent **PASSED**
Bi-Monthly Financial Report School Superintendent **PASSED**
Report of Resolution Committee **PASSED**

1. Resolution No. 2007072401 Sponsor: Jerry Dryden
Resolution Approving Minutes of May 22, 2007, Regular Session **PASSED** by
unanimous voice vote
2. Resolution No. 2007072402 Sponsor: Jerry Dryden
Resolution Approving Minutes of June 28, 2007, Special Session **PASSED** by **unanimous**
voice vote
3. Resolution No. 2007072403 Sponsor: Chris Jackson
Resolution to Establish Speed Limit and Erect "Slow Children at Play" sign on Joanne
Avenue **PASSED** by **unanimous voice vote**
4. Resolution No. 2007072404 Sponsor: Chris Jackson
Resolution to Establish Speed Limit and Erect "Caution Curve" sign on Rigling Road
PASSED AS AMENDED by **unanimous voice vote**
5. Resolution No. 2007072405 Sponsor: Jerry Dryden
Resolution to Establish Speed Limit on Horseshoe Bend Road **PASSED** by **unanimous**
voice vote
6. Resolution No. 2007072406 Sponsor: Delano Benefield
Resolution to Establish Speed Limit and Erect "Slow Children at Play" sign on Vaughan
Staggs Road **PASSED** by **unanimous voice vote**
7. Resolution No. 2007072407 Sponsor: Paul Rosson
Resolution to Confirm Appointment of Members to Lawrence County Library Board
PASSED by **unanimous voice vote**
8. Resolution No. 2007072408 Sponsor: Paul Rosson
Resolution to Adopt the Updated Five Year Strategic Economic Development Plan
PASSED by **unanimous voice vote**
9. Resolution No. 2007072409 Sponsor: Paul Rosson
Resolution Re-Appointing One Member to Lawrence County Emergency Communications
Board **PASSED** by **unanimous voice vote**

Election of Notaries **PASSED** by **unanimous voice vote**
Travis R. Moore, Katrina Stokes, Brittany Staggs, Tanya Purcell, Shela D. Daniel, Cathy
Tenison, Myra Jo Conner, Holly Winters, Sandy Williams, Felicia Y. Brown, Cynthia D.
Tease, Brenda Irvin, Shannon D. Rigsbay and Eula Green

- SUSPEND THE RULES **PASSED** by **unanimous voice vote**
10. Resolution No. 2007072410 Sponsor: Paul Rosson
Resolution to Fund Waterline Projects **PASSED** by **unanimous roll call vote**
 11. Resolution No. 2007072411 Sponsor: Paul Rosson
Resolution to Transfer Ownership of Surplus Concrete Drainage Boxes **PASSED** by
unanimous voice vote

12. Resolution No. 2007072412 Sponsor: Technology Committee
Resolution to approve funding for construction of a Wireless Network Tower **PASSED** by
unanimous roll call vote

13. Resolution No. 2007072413 Sponsor: Paul Rosson
Resolution to donate surplus office equipment to the City of Iron City **PASSED** by roll
call vote 14 members present voted AYE. 1 member voted NAY – Chuck
Doerflinger

Motion to adjourn made by Ronnie Benefield; seconded by Wayne Yocom.

LAWRENCE COUNTY TN RESOLUTION NO: 2007092502

Resolution Approving Minutes Of July 24, 2007, Regular Session

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092503

RESOLUTION APPROVING MINUTES OF AUGUST 20, 2007, SPECIAL SESSION

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

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, that the attached minutes of the August 20, 2007, special session are approved.

PASSED this the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

Minutes of
The Lawrence County Commission
August 20, 2007 Special Session
5:00 P.M.

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

15 Members Present: Delano Benefield, Ronald Benefield, Ray Brazier, Anne Brown, Bobby Clifton, Chuck Doerflinger, Jerry Dryden, Dennis Gillespie, Richard Hill, Sandra Hyatt, Chris Jackson, Alan Keener, Mark Niedergeses, Charles Robertson, John C. Sanders, Jr., Joe Wray and Wayne Yocom.

1 Member Absent: Jerry Putman

Invocation was given by W. Charles Doerflinger.
Pledge was led by Alan Keener.

Public Comments made by Dallas Luna concerning his firing from the Lawrence County Ambulance Service.

1. Resolution No. 2007082001 Sponsor: Jerry Dryden
Resolution Approving Minutes of May 31, 2007, Special Session **PASSED BY UNANIMOUS VOICE VOTE**

2. Resolution No. 2007082002 Sponsor: Budget Committee
Resolution Making Appropriations for the Various Funds, Departments, Institutions, Offices and Agencies of Lawrence County, Tennessee, for the Year Beginning July 1, 2007 and Ending June 30, 2008. Motion made by Ray Brazier to amend resolution taking away ambulance service raises and putting that money back toward non-profit and charitable contributions. MOTION FAILED AFTER ROLL CALL VOTE. Voting AYE to amend: Delano Benefield, Ronnie Benefield, Ray Brazier, Bobby Clifton and Dennis Gillespie. Voting NAY to amend: Anne Brown, Chuck Doerflinger, Jerry Dryden, Richard Hill, Sandra Hyatt, Chris Jackson, Alan Keener, Mark Niedergeses, Charles Robertson, John Sanders, Jr., Joe Wray and Wayne Yocom. **BY ROLL CALL VOTE AFTER ATTEMPT TO AMEND FAILED. Conflict of Interest statements were read by Chuck Doerflinger, Jerry Dryden and Sandra Hyatt because of their connections to the Lawrence County School System. Voting AYE: Delano Benefield, Ronnie Benefield, Anne Brown, Chuck Doerflinger, Jerry Dryden, Dennis Gillespie, Richard Hill, Sandra Hyatt, Chris Jackson, Alan Keener, Mark Niedergeses, Charles Robertson, John Sanders, Jr., Joe Wray and Wayne Yocom. Voting NAY: Ray Brazier and Bobby Clifton**

3. Resolution No. 2007082003 Sponsor: Budget Committee
Resolution Fixing the Tax Levy in Lawrence County, Tennessee, for the Year Ending June 30, 2008 **PASSED BY ROLL CALL VOTE. Conflict of Interest statements were read by Chuck Doerflinger, Jerry Dryden and Sandra Hyatt because of their connections to the Lawrence County School System. Voting AYE: Delano Benefield, Ronnie Benefield, Ray Brazier, Anne Brown, Chuck Doerflinger, Jerry Dryden, Dennis Gillespie, Richard Hill, Sandra Hyatt, Chris Jackson, Alan Keener, Mark Niedergeses, Charles Robertson, John Sanders, Jr., Joe Wray and Wayne Yocom Voting NAY: Bobby Clifton**

4. Resolution No. 2007082004 Sponsor: Budget Committee
Resolution to Approve Non-Profit and Charitable Contributions **PASSED BY ROLL CALL VOTE. Voting AYE: Delano Benefield, Ronnie Benefield, Anne Brown, Chuck Doerflinger, Jerry Dryden, Dennis Gillespie, Richard Hill, Sandra Hyatt, Chris Jackson, Alan Keener, Mark Niedergeses, Charles Robertson, John Sanders, Jr. and Wayne Yocom Voting NAY: Bobby Clifton and Joe Wray Voting PASS: Ray Brazier**

5. Resolution No. 2007082005 Sponsor: Budget Committee
Resolution to Approve Distribution of the Hotel-Motel Tax **PASSED BY ROLL CALL VOTE. Voting AYE: Delano Benefield, Ronnie Benefield, Anne Brown, Chuck Doerflinger, Jerry Dryden, Dennis Gillespie, Richard Hill, Sandra Hyatt, Chris Jackson, Alan Keener, Mark Niedergeses, Charles Robertson, John Sanders, Jr., Joe Wray and Wayne Yocom Voting NAY: Ray Brazier and Bobby Clifton**

6. Resolution No. 2007082006 Sponsor: Budget Committee

Resolution Declaring the Intent of Lawrence County, Tennessee, to Reimburse Itself in an Amount not to Exceed \$500,000.00 for Expenditures Relating to Technology Improvements for the Lawrence County Schools with the Proceeds of Bonds or Other Debt Obligations to be Issued by Lawrence County **Conflict of Interest statements were read by Chuck Doerflinger, Jerry Dryden and Sandra Hyatt because of their connections to the Lawrence County School System. PASSED AS AMENDED BY ROLL CALL VOTE. Voting AYE: Delano Benefield, Ronnie Benefield, Ray Brazier, Anne Brown, Chuck Doerflinger, Jerry Dryden, Dennis Gillespie, Richard Hill, Sandra Hyatt, Chris Jackson, Alan Keener, Mark Niedergeses, Charles Robertson, John Sanders, Jr., Joe Wray and Wayne Yocom Voting NAY: Bobby Clifton**

7. Resolution No. 2007082007 Sponsor: Purchasing Committee
Resolution to Exempt County Purchases Under the Amount of \$10,000.00 from the Sealed Bid Requirement **PASSED BY UNANIMOUS ROLL CALL VOTE.**

8. Resolution No. 2007082008 Sponsor: Safety Committee
Resolution to Fix Mileage Rates for the Lawrence County Ambulance Service **PASSED BY UNANIMOUS VOICE VOTE.**

Election of Notaries **PASSED BY UNANIMOUS VOICE VOTE.**

Joyce M. Wright, Matthew B. Phillips, Jessica Sublett, Joyce M. Hardy, Tammy L. Matthews, Tammy R. Telker, Shonda Long, Mary M. Randolph and Thomas H. Kobeck

Motion to adjourn made by Dennis Gillespie and seconded by Wayne Yocom. Motion approved by unanimous voice vote.

LAWRENCE COUNTY TN RESOLUTION NO: 2007092503

Resolution Approving Minutes Of August 20, 2007, Special Session

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092504

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 25th day of September, 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 this the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: ACCOUNTS AND BUDGETS

General Fund - 101

Assessor of Property				
Account	Sub	Description	Debit	Credit
52300	317	Data Processing Services		\$ 2,000.00
52300	334	Maintenance Agreements		\$ 3,000.00
52300	719	Office Equipment		\$ 800.00
58400	317	Data Processing Services	\$ 3,000.00	\$ -
58400	599	Other Charges	\$ 2,800.00	\$ -
			\$ 5,800.00	\$ 5,800.00

FUND BALANCE IS NOT BEING AFFECTED BY ADJUSTMENTS TO ASSESSOR OF PROPERTY'S BUDGET. LINE ITEMS ARE BEING MOVED TO THE APPROPRIATE FUNCTION TO REFLECT EXPENDITURES RELATED TO GIS PROJ.

Sheriff's Department				
Account	Sub	Description	Debit	Credit
54110	790	Other Equipment - Food Trailer		\$ 17,000.00
39000		Fund Balance	\$ 17,000.00	\$ 17,000.00

TO ESTABLISH BUDGET LINE ITEM FOR FOOD TRAILER AS RECOMMENDED BY BUDGET COMMITTEE ON 9-10-07.

TOTAL AMENDMENTS - GENERAL FUND 101 \$ 22,800.00 \$ 22,800.00

Library Fund - 115

Account	Sub	Description	Debit	Credit
48130		Contributions	\$ 36,418.00	\$ 36,418.00
39000		Fund Balance	\$ 36,418.00	\$ 36,418.00

CONTRIBUTIONS ARE BEING DECREASED TO REFLECT THE CITY OF LAWRENCEBURG'S DECISION NOT TO FUND THE LIBRARY AS SPECIFIED IN THE LOCAL AGREEMENT AT 1/3 OF OPERATIONS.

TOTAL AMENDMENTS - LIBRARY FUND 115 \$ 36,418.00 \$ 36,418.00

HIGHWAY PUBLIC WORKS FUND - 131

Account	Sub	Description	Debit	Credit
61000	101	County Official		\$ 110.00
61000	599	Other Charges	\$ 110.00	\$ 110.00

TO ADJUST HIGHWAY SUPERINTENDANT'S SALARY AS REVISED BY STATUTE.

TOTAL AMENDMENTS - HIGHWAY FUND - 131 \$ 110.00 \$ 110.00

LAWRENCE COUNTY TN RESOLUTION NO: 2007092504

Resolution To Approve Amendments To The 2007-2008 Lawrence County Budget

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092505

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 25th day of September, 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 the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: LAWRENCE COUNTY BOARD OF EDUCATION

Resolution #2007092505

Budget Amendments General Purpose School

Fund 141

Account Number	Description	Debit	Credit
1 Cost Center LOTT			
	46515 Early Childhood Ed	180,903.00	
73400-116	Teachers		66,223.00
73400-163	Educational Assistants		24,920.00
73400-195	Substitutes		11,000.00
73400-201	Social Security		6,332.87
73400-204	Retirement		6,392.06
73400-207	H. Insurance		15,325.00
73400-207	H. Insurance		8,715.00
73400-212	Medicare		1,481.07
73400-307	Communication		600.00
73400-336	Maint. of Equipment		1,500.00
73400-348	Postage		200.00
73400-399	Other Contracted Svcs		2,837.00
73400-429	Instr Supplies & Materials		-
73400-355	Travel		1,000.00
73400-499	Other Supplies & Materials		16,743.00
73400-524	Staff Development		1,000.00
73400-599	Other Charges		2,000.00
73400-722	Equipment		14,000.00
99100-504	Indirect Cost		634.00
	TOTAL	\$180,903.00	\$180,903.00
To account for Preschool grant awarded to LCBOE			
2 Cost Center PILOT			
	46515 Early Childhood Education	814,063.00	
73400-116	Teachers		388,445.00
73400-163	Educational Assistants		127,351.00
73400-195	Substitutes		20,000.00
73400-201	Social Security		33,219.26
73400-204	Retirement		35,789.70
73400-207	H. Insurance		97,295.00
73400-207	H. Insurance		31,500.00
73400-212	Medicare		7,769.04
73400-307	Communication		1,400.00
73400-336	Maint. of Equipment		5,000.00
73400-348	Postage		400.00
73400-399	Other Contracted Svcs		7,000.00
73400-429	Instr Supplies & Materials		-
73400-355	Travel		2,000.00
73400-499	Other Supplies & Materials		27,550.00
73400-524	Staff Development		2,495.00
73400-599	Other Charges		4,000.00
73400-722	Equipment		20,000.00
99100-504	Indirect Cost		2,849.00
	TOTAL	\$814,063.00	\$814,063.00
To account for Preschool grant awarded to LCBOE			
3 Cost Center LEAD			
	47131 Voc Ed Basic Grants to States	29,000.00	
71300-429	Voc Instr Supplies		18,500.00
71300-730	Voc Equipment		5,500.00
72230-524	Staff Development		5,000.00
		\$29,000.00	\$29,000.00
To account for Gateway Lead the Way to Technology Grant awarded to LCBOE			
4 Cost Center AT			
	47143 Spec Ed Grants to States	3,233.00	
71100-499	Instr Supplies & Materials		3,233.00
	TOTAL	\$3,233.00	\$3,233.00
To Account for Assistive Technology Grant awarded to LCBOE			
5 Cost Center SEEP			
	Revenue	3,025.00	
72210-499	Materials & Supplies		1,900.00

72210-355	Travel		300.00
72210-196	In-Service Training		825.00
TOTAL		\$3,025.00	\$3,025.00

To account for Summer Enrichment Program thru Talent Search

LAWRENCE COUNTY TN RESOLUTION NO: 2007092505
 Resolution To Approve Amendments To The 2007-2008 Lawrence County Board
 Of Education Budget

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

TYPE OF VOTE: Voice Roll Call

Comments:

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
FOURTEEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$14,250,000)
GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF LAWRENCE COUNTY,
TENNESSEE

BE IT RESOLVED by the Board of County Commissioners of Lawrence County, Tennessee (the "County") that for the purpose of providing all or a portion of funds for (i) construction, repair, renovation and equipping of a jail and related facilities; (ii) construction, repair, renovation and equipping of schools and school related facilities in and for the County; (iii) construction, repair, renovation and equipping of County Courthouse, Courthouse Annex and other County buildings, (iv) construction and repair of water-line extensions within the County; (v) acquisition of all property, real and personal, appurtenant to any of the foregoing; (vi) payment of legal, fiscal, administrative, architectural and engineering costs incident to any of the foregoing; (vii) refinancing the County's outstanding General Obligation Capital Outlay Note, Series 2007, dated May 8, 2007, maturing April 1, 2010, proceeds of which were used to pay a portion of the costs associated with (a) acquisition of land for and site development for school purposes, (b) construction, repair, renovation and equipping of schools and related facilities, (c) acquisition of school buses, (d) construction and repair of water-line extensions, and (d) and costs related thereto (the "Note") by converting the Note to bonds; (viii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (ix) payment of costs incurred in connection with the issuance and sale of the bonds authorized herein, there shall be issued bonds, in one or more emissions, of said County in the aggregate principal amount of not to exceed \$14,250,000 which shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

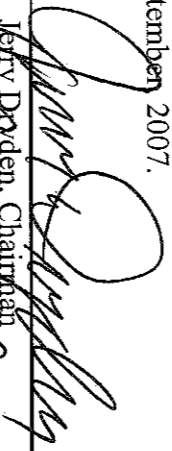
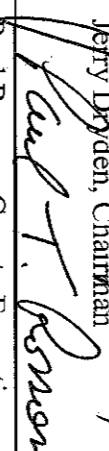
BE IT FURTHER RESOLVED by the Board of County Commissioners of Lawrence County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$14,250,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds will be issued as proposed.

Chuck Kizer, County Clerk

Adopted and Approved this 25th day of September 2007.

By: 
Jerry Dryden, Chairman
By: 
Paul Rosson, County Executive

ATTEST:


Chuck Kizer, County Clerk

The Board of County Commissioners of Lawrence County, Tennessee, met in regular session at the Lawrence County Courthouse, Lawrenceburg, Tennessee, at 5:00 o'clock, p.m., on September 25, 2007, with Jerry Dryden, Chairman, presiding.

The following members present:

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

There were absent:

Ray Brazier

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

It was announced that public notice of the time, place and purpose of the meeting had been given and accordingly, the meeting was called to order.

The following resolution was introduced by Chuck Doerflinger seconded by Richard L. Hill and after due deliberation, was adopted by the following vote:

AYE: 13

NAY: 4

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 the meeting of the governing body of said County held on September 25, 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 \$14,250,000 General Obligation Public Improvement Bonds of said County.

WITNESS my official signature and seal of said County on this the 25 day of Sept., 2007.



Chuck Kizer, County Clerk

(SEAL)

LAWRENCE COUNTY TN RESOLUTION NO: 2007092506

Initial Resolution Authorizing The Issuance Of Not To Exceed \$14,250,000
 General Obligation Public Improvement Bonds Of Lawrence County, Tennessee

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092507

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FOURTEEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$14,250,000) OF LAWRENCE COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance public works projects; and

WHEREAS, the Board of County Commissioners of Lawrence County, Tennessee (the "County") hereby determines that it is necessary and advisable to issue not to exceed \$14,250,000 in aggregate principal amount of general obligation public improvement bonds, to be issued in one or more emissions, for the purpose of providing funds for (i) construction, repair, renovation and equipping of a jail and related facilities; (ii) construction, repair, renovation and equipping of schools and school related facilities in and for the County; (iii) construction, repair, renovation and equipping of County Courthouse, Courthouse Annex and other County buildings; (iv) construction and repair of water-line extensions within the County; (v) acquisition of all property, real and personal, appurtenant to any of the foregoing; (vi) payment of legal, fiscal, administrative, architectural and engineering costs incident to any of the foregoing; (vii) refinancing the County's outstanding General Obligation Capital Outlay Note, Series 2007, dated May 8, 2007, maturing April 1, 2010, proceeds of which were used to pay a portion of the costs associated with (a) acquisition of land for and site development for school purposes, (b) construction, repair, renovation and equipping of schools and related facilities, (c) acquisition of school buses, (d) construction and repair of water-line extensions, and (d) and costs related thereto (the "Note") by converting the Note to bonds; (viii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (ix) payment of costs incurred in connection with the issuance and sale of the bonds authorized herein; and

WHEREAS, on the date hereof, the Board of County Commissioners of the County adopted an Initial Resolution proposing the issuance of not to exceed \$14,250,000 in the aggregate principal amount of general obligation public improvement bonds, the proceeds of which shall be used for the purposes hereinabove set forth; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, has or will be published as required by law; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing not to exceed \$14,250,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax under certain conditions for the payment of principal thereof, premium, if any, and interest thereon.

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

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

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

(a) "Bonds" means the not to exceed \$14,250,000 General Obligation Public Improvement Bonds of the County, to be the date of issuance and having such series designation or such other dated date as shall be determined by the County Executive pursuant to Section 7 hereof;

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

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

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

(e) "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;

(f) "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;

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

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

(i) "Note" means the County's outstanding General Obligation Capital Outlay Note, Series 2007, dated May 8, 2007, maturing April 1, 2010;

(j) "Projects" means (i) construction, repair, renovation and equipping of a jail and related facilities; (ii) construction, repair, renovation and equipping of schools and school related facilities in and for the County; (iii) construction, repair, renovation and equipping of County Courthouse, Courthouse Annex and other County buildings, (iv) construction and repair of water-line extensions within the County; (v) acquisition of all property, real and personal, appurtenant to any of the foregoing; and (vi) payment of legal, fiscal, administrative, architectural and engineering costs incident to any of the foregoing; and

(k) "Registration Agent" means the registration and paying agent appointed by the County Executive, or any successor designated by the Governing Body.

Section 3. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to (i) finance the cost of the Projects; (ii) reimburse the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; (iii) converting the Note to Bonds; and (iv) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation public improvement bonds of the County in the aggregate principal amount of not to exceed \$14,250,000. The Bonds shall be issued in one or more emissions, in fully registered, book-entry form, without coupons, and subject to the adjustments permitted under Section 7, shall be known as "General Obligation Public Improvement Bonds", shall be dated the date of issuance, and having such series designation or such other dated date as shall be determined by the County Executive pursuant to Section 7 hereof. Subject to the changes permitted in Section 7 hereof, the Bonds shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, payable (subject to the adjustments permitted under Section 7) semi-annually on June 1 and December 1 in each year, commencing June 1, 2008. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. The Bonds shall mature serially or be subject to mandatory redemption and be payable on June 1 of each year as follows (subject to the adjustments permitted under Section 7 hereof):

<u>Year</u>	<u>Amount</u>
2010	\$275,000
2011	285,000
2012	295,000
2013	305,000
2014	320,000

2015	330,000
2016	340,000
2017	355,000
2018	370,000
2019	385,000
2020	405,000
2021	420,000
2022	440,000
2023	460,000
2024	480,000
2025	505,000
2026	\$525,000
2027	550,000
2028	575,000
2029	605,000
2030	635,000
2031	665,000
2032	700,000
2033	730,000
2034	765,000
2035	805,000
2036	840,000
2037	885,000

(b) Subject to the adjustments permitted under Section 7 hereof, Bonds maturing June 1, 2010 through June 1, 2017, inclusive, shall mature without option of prior redemption and Bonds maturing June 1, 2018 and thereafter, shall be subject to redemption prior to maturity at the option of the County on June 1, 2017 and thereafter, 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 Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

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

(c) Pursuant to Section 7 hereof, the County Executive is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Executive. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 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 Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

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

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The Governing Body hereby authorizes and directs the County Executive to appoint the Registration Agent and hereby authorizes and directs the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County 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 Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration

records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

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

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

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County 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.

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

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

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

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. In the event the purchaser certifies that it intends to hold the Bonds for its own account and has no present intent to reoffer the Bonds to the public, then the County may issue the Bonds as fully registered Bonds without utilizing the DTC book-entry system.

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

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

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

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

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

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

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF LAWRENCE
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES _____

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

Registered Owner: CEDE & CO.

Principal Amount: _____

FOR VALUE RECEIVED, Lawrence County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [June 1, 2008], and semi-annually thereafter on the first day of [June] and [December] in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, _____, _____ as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities

depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds maturing June 1, 2010 through June 1, 2017, inclusive, shall mature without option of prior redemption and Bonds maturing June 1, 2018 and thereafter, shall be subject to redemption prior to maturity at the option of the County on June 1, 2017 and thereafter, 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 Bonds 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 Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

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

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

	Final	Redemption	Principal Amount
	<u>Maturity</u>	<u>Date</u>	of Bonds
			<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 (j) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory

sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

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

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

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds for (i) construction, repair, renovation and equipping of a jail and related facilities; (ii) construction, repair, renovation and equipping of schools and school related facilities in and for the County; (iii) construction, repair, renovation and equipping of County Courthouse, Courthouse Annex and other County buildings, (iv) construction and repair of water-line extensions within the County; (v) acquisition of all property, real and personal, appurtenant to any of the foregoing; (vi) payment of legal, fiscal, administrative, architectural and engineering costs incident to any of the foregoing; (vii) refinancing the County's outstanding General Obligation Capital Outlay Note, Series 2007, dated May 8, 2007, maturing April 1, 2010, proceeds of which were used to pay a portion of the costs associated with (a) acquisition of land for and site development for school purposes, (b) construction, repair, renovation and equipping of schools and related facilities, (c) acquisition of school buses, (d) construction and repair of water-line extensions, and (d) and costs related thereto (the "Note") by converting the Note to bonds; (viii) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs, if applicable; and (ix) payment of costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and pursuant to a

resolution duly adopted by the Board of County Commissioners of the County on the twenty-fifth day of September, 2007 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

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

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

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

LAWRENCE COUNTY

BY: Paul T. Benson
County Executive

(SEAL)
ATTESTED
Chuck Kiser
County Clerk

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

Date of Registration: _____

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

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

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

Section 7. Sale of Bonds. (a) The Bonds shall be offered for public sale, as required by law, in one or more emissions, at a price of not less than ninety-eight and one-half percent (98.25%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Executive, in consultation with Guardian Advisors, LLC, the County's financial advisor (the "Financial Advisor"). The Bonds, or any emission thereof, shall be sold at public sale by physical delivery of bids or by electronic bidding means of an Internet bidding service as shall be determined by the County Executive, in consultation with the Financial Advisor.

(b) If the Bonds are sold in more than one emission, the County Executive is authorized to cause to be sold in each emission an aggregate principal amount of Bonds 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 Bonds authorized to be issued herein.

(c) The County Executive is further authorized:

(1) to cause less than all of the Note to be converted to Bonds, so long as it will maximize the cost savings objectives of the County;

(2) to change the dated date of the Bonds or any emission thereof, to a date other than the date of issuance;

(3) to determine the series designation of the Bonds, or any emission thereof,

(4) to change the first interest payment date on the Bonds or any emission thereof to a date other than June 1, 2008, provided that such date is not later than twelve months from the dated date of the Bonds;

(5) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any emission thereof, provided that (A) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein, and (B) the final maturity date of each emission shall not exceed thirty (30) years from the dated date of its emission;

(6) to change the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any emission thereof does not exceed two percent (2%) of the principal amount thereof;

(7) to sell the Bonds, or any emission thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Executive, as he shall deem most advantageous to the County; and

(8) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the County and to enter into agreements with such insurance company with respect to any emission of Bonds to the extent not inconsistent with this Resolution.

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

(e) The County Executive is authorized to award the Bonds, or any emission thereof, to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed six percent (6.00%) per annum. The award of the Bonds by the County Executive to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. The form of the Bond set forth in Section 5 hereof, shall be conformed to reflect any changes made pursuant to this Section 7 hereof.

(f) The County Executive and County Clerk, or either of them, are authorized to cause the Bonds, in book-entry form, to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Executive and County Clerk are hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds.

(g) No Bonds, nor any emission thereof, shall be issued hereunder until the publication of the Initial Resolution adopted on the date hereof, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, and twenty (20) days have elapsed following such publication during which no legally sufficient petition protesting the issuance of the Bonds has been filed with the County Clerk. No portion of the Bonds allocated to the conversion of the Notes may be issued until receipt of approval of the State Director of Local Finance if the Notes are converted to Bonds more than two years after the dated date of the Notes.

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

(a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds; and

(b) the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2007 Public Improvement Construction Fund, or such other designation as shall be determined by the County Executive, (the "Construction Fund") to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and reimbursement for funds previously expended for such purposes, if any. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution. Any funds remaining in the Construction Fund after completion of the Projects and payment of authorized expenses shall be paid to the County Trustee and shall be used to pay principal of, premium, if any, and interest on the Bonds. Moneys in the Construction 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 Construction Fund or shall be transferred to the County Trustee to the County's debt service fund as directed by the County Executive unless otherwise directed by the Governing Body.

Section 9. Official Statement. The County Executive and County Clerk, or either of them, working with Guardian Advisors, LLC, (the "Financial Advisor"), are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Executive and the County Clerk, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Executive and the County Clerk, or either of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

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

No Official Statement need be prepared if the Bonds are sold to a purchaser that does not intend to reoffer the Bonds to the public.

Section 10. Tax Matters. The County recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out shall be used and spent

expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming taxable. The County Executive and County Clerk, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

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

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

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

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

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

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

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

Section 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 Bonds. The County Executive is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

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


Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101 et seq., Tennessee Code Annotated, is greater than thirty (30) years.

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

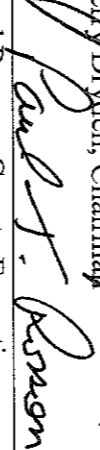
Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

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

Adopted and approved this twenty-fifth day of September, 2007.



Jerry Dryden, Chairman



Paul Rosson, County Executive



Chuck Kizer, County Clerk

STATE OF TENNESSEE)

COUNTY OF LAWRENCE)

I, Chuck Kizer, certify that I am the duly qualified and acting County Clerk of Lawrence County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of September 25, 2007 of the governing body of the County; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$14,250,000 General Obligation Public Improvement Bonds of said County.

WITNESS my official signature and seal of said County this 25th day of September, 2007.



Chuck Kizer, County Clerk

(SEAL)

The Board of County Commissioners of Lawrence County, Tennessee, met in a regular session at the Lawrence County Courthouse, Lawrenceburg, Tennessee, on September 25, 2007, at 5:00 o'clock p.m., with Jerry Dryden, Chairman, presiding.

The following Commissioners were present:

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

The following Commissioners were absent:

Ray Brazier

There were 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 **Chuck Doerflinger**, seconded by **Chris D. Jackson** and after due deliberation, was adopted by the following vote:

AYE: 13

NAY: 4

LAWRENCE COUNTY TN RESOLUTION NO: 2007092507

A Resolution Authorizing The Issuance Of General Obligation Public Improvement Bonds In The Aggregate Principal Amount Of Not To Exceed \$14,250,000 Of Lawrence County, Tennessee; Making Provision For The Issuance, Sale And Payment Of Said Bonds; Establishing The Terms Thereof And The Disposition Of Proceeds Therefrom; And Providing For The Levy Of Taxes For The Payment Of Principal Of, Premium, If Any, And Interest On The Bonds

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092508

RESOLUTION TO AUTHORIZE LAWRENCE COUNTY TO PAY SALES TAX OR
REIMBURSE FOR SALES TAX PAID IN ALABAMA

WHEREAS, occasionally, for the more efficient operation of county government, it is in the best interest of Lawrence County government to purchase supplies in the state of Alabama; and

WHEREAS, the state of Alabama requires Lawrence County to pay Alabama sales tax on items purchased by Lawrence County employees in the state of Alabama; and

WHEREAS, the state auditors have advised Lawrence County that it should have a policy regarding such sales tax.

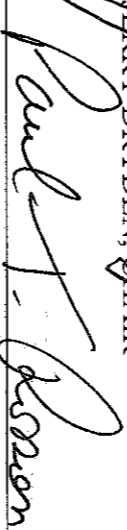
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, that Lawrence County is authorized to pay sales tax for items and supplies purchased in the state of Alabama and to reimburse for sales tax paid in Alabama.

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

PASSED this the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: BUDGET COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2007092508
 Resolution To Authorize Lawrence County To Pay Sales Tax Or
 Reimburse For Sales Tax Paid In Alabama

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092509

RESOLUTION TO CONTRACT WITH PRIVATE HAULERS OF SOLID WASTE

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

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

WHEREAS, the current contracts with the private haulers will expire.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2007, that the contract which is attached hereto and incorporated herein is hereby approved as the form of contract for such private haulers.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, that the County Executive is hereby authorized to extend said contracts for an additional three year period.

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

PASSED this the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: SOLID WASTE COMMITTEE

**AGREEMENT TO PROVIDE GARBAGE AND RUBBISH COLLECTION AND/OR
DISPOSAL SERVICES TO THE CITIZENS OF LAWRENCE COUNTY, TENNESSEE**

This agreement is made and entered into on this ____ day of _____, 2007 between Lawrence County, Tennessee, hereinafter called "the County" and ____ doing business as ____ of Lawrence County, Tennessee, hereafter called "the Contractor".

WITNESSETH:

Whereas, pursuant to Title 5, Chapter 19, Section 101 of the Tennessee Code Annotated, Lawrence County is authorized to provide garbage and rubbish collection and/or disposal services to the citizens of Lawrence County, Tennessee, and

Whereas, the Lawrence County Board of Commissioners has determined that to comply with the mandates of the State of Tennessee Solid Waste Act of 1991 the County has to establish a minimum level of service for door to door collection and/or disposal wastes under Tennessee Code Annotated §68-211-851, and

Whereas, the Contractor hereby applies to the County for a contract for the collection and disposal of solid wastes in Franchise District No. ____, as shown on the county map adopted by the county and on file in the County Executive Office.

Whereas, the county has adopted the necessary and proper resolution authorizing and directing its officers to bind itself by executing this contract, and

Whereas, the legislative body of Lawrence County has approved the award of this contract to ____.

Now, therefore, in consideration of these commitments and for other good and valuable considerations, the receipt whereof is hereby acknowledged, by each party hereto from the other and in consideration of the premises, agreements and covenants herein made and set out, the County and the Contractor promise, agree and covenant with the other as follows:

I.

DEFINITIONS

The definitions shall be those as set forth in the Tennessee Code Annotated.

II

AREA AND TERMS

1. The Contractor shall have the right to collect solid waste in Franchise District No. ____; the Contractor shall collect solid wastes from those owners requesting such service on a regularly scheduled basis, and actively solicit new business from all households therein and cannot refuse anyone that lives on a county maintained road within the Contractor's district.

2. The term shall begin on issuance of contracts from Lawrence County and terminate upon the revocation of such contracts, for violation of any requirements herein, or two years from issuance date, whichever may occur first. Notice of desire to negotiate for a new agreement shall be furnished in writing by the Contractors to the County as least sixty days prior to the end of the term of this Agreement.

III.

EQUIPMENT AND CARRIER THEREOF

1. Contractor shall furnish completely covered vehicles that shall meet the requirements of the State of Tennessee, and Lawrence County, which shall be properly identified with letters at least three inches high with the Contractor's name, address telephone number, and such other information as may be required by Lawrence County government.

2. This equipment shall be operated, cleaned, and stored in a manner approved by Lawrence County and be in compliance with Tennessee Code Annotated §39-14-503.

3. Sufficient equipment shall be provided to insure uninterrupted service.

IV. COLLECTION FEES

1. **RESIDENTIAL SOLID WASTE.** The Contractor may charge a maximum of \$12.50 per month per customer for one pickup per week at county or state maintained roadside, such pickups to comply with the following:
 - a. Maximum weight of garbage bag cannot exceed thirty pounds in weight.
 - b. Bag limit per household is two (2) – 30 gallon or less or six (6) small (kitchen) bags of garbage.
 - c. All household garbage must be properly bagged (Contractor is not required to pick-up loose garbage) and boxes must be broken down.
 - d. The Contractor may negotiate with customers about fees for pickup on private drives and other extra services, including pick-ups that exceed the above weight restrictions.

2. **COMMERCIAL SOLID WASTE.** The County will negotiate the fees and charges at commercial businesses and such other non-residential establishments and extra services. The Contractor will negotiate the charge for pickup service and report to County monthly the quantity of solid waste picked up at each such establishment.

3. **DELINQUENT PAYMENTS.** In the event payment is not made by the customer to the Contractor for the services rendered by the tenth day of the month following that for which the charges are made, the resident shall be deemed delinquent, unless the owner and Contractor have negotiated a different agreement. Thereafter, the Contractor shall not pick up the delinquent resident's solid waste until all fees and charges due are paid, including a delinquent charge of up to five (\$5.00) delinquent charge, and further including any such customer's annual Lawrence County Solid Waste Disposal Fee for which the Contractor is responsible pursuant to Section IV, Paragraph 7 hereof.

4. **ADJUSTMENTS OF FEES AND CHARGES.** All rates for fees and charges, set out herein, shall be subject to changes by the County; provided, however, that no charges shall be made until a public meeting has been held before the Solid Waste Committee, and Contract Haulers have been given notice thereof. The Lawrence County Board of Commissioners Solid Waste Committee shall make rules governing the operation of the Solid Waste pick up program. Any changes in fees and charges shall be incorporated in a resolution adopted by the County at the said hearing or a continuation thereof, and shall amend this agreement.

5. **RATE INCREASES.** In the base the contractor makes a request for an increase in rates and the county determines that an audit based on an examination of the contractor's book's and records should be made the Contractor shall pay the cost of such audit.

6. **ADDITIONAL CHARGES.** Any charges proposed by the County such as tipping fees, hauling fee, etc. may be passed on to the customer.

7. **NON-RESIDENTS OF LAWRENCE COUNTY.** For any customer who is not a resident of Lawrence County and for whom the Contractor provides garbage collection services, the Contractor is responsible for insuring such customer has paid the annual Lawrence County Solid Waste Disposal Fee, and if such fee is not paid, the Contractor is prohibited from providing garbage collection services to such individual(s).

V. TELEPHONE ANSWERING SERVICE

The Contractor shall maintain a telephone listed in the same name as the Contractor is doing business, in the telephone directory for all exchanges in their district, and the Contractor

shall provide reasonable answering service for those who need to contact them. The Contractor will maintain an up-to-date telephone number at the office of the County Executive for Lawrence County and the office of Lawrence County Solid Waste Services.

VI. SOLID WASTE DISPOSAL SITES AND FEES

TRANSFER STATION ACCESS. Access to the Lawrence County Transfer Station will be provided to the Contractor by the County. The Contractor shall dispose of garbage as directed by the operator of the Transfer Station.

VII. APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with all laws, ordinances, and rules and regulations during the term of this contract. Any change in laws, rules, or regulations directly effecting this operation may constitute a cause for contract renegotiation. Regulations pertaining to the size of garbage cans and related matters shall be the same as those adopted by the City of Lawrenceburg, and not to exceed regulation set forth in this contract.

VIII. COMMENCEMENT AND TERMINATION DATE

1. This contract shall take effect upon issuance to the Contractor by the County. This contract shall authorize the contractor to collect solid wastes on a regularly scheduled basis within the area defined.
2. The County, for good and sufficient cause, shall after thirty (30) days written notice forwarded by certified mail to the Contractor, have the right to cancel and terminate this contract in whole or in part.
3. This contract may be cancelled immediately for the following reasons:
 - a. Failure to give adequate and satisfactory service.
 - b. Failure to properly maintain solid waste collection equipment.
 - c. The Contractor shall not cancel this contract without giving a 60 day notice to the County.
 - d. Failure to maintain approved schedule of pickup of solid waste within a reasonable margin of time.
 - e. Violations of fees schedule.
 - f. Discontent and dissatisfaction among the customers.
 - g. Encroachment upon other Contractors' collection areas and unethical business practices and/or for other good and sufficient cause.
 - h. Failure to provide the Solid Waste Committee with a complete customer list, including the number of customers living in and outside Lawrence County such list to include the names and addresses of all customers and to be updated every six months with new and/or cancelled customers.
4. Termination of this contract shall be approved by the legislative body of Lawrence County.

IX. INSURANCE

The Contractor covenants and agrees at Contractor's own expense to provide and keep in force a comprehensive insurance program consisting of the following:

- a. General Automotive Liability Insurance;
- b. Employees Workers' Compensation Insurance;
- c. General Public Liability Insurance.

Contractor shall furnish to the County proof of such insurance by a Certificate of Insurance or copies of policies including declaration pages and written assurance that notice will be given immediately to the County should such insurance be cancelled or materially changed.

**X.
RIGHT TO ASSIGN**

This contract shall not be assigned by the Contractor without the written consent of the County.

**XI.
RECORDS**

The Contractor agrees to maintain accurate records of the business in manner and form established and/or approved by the County. The Contractor further agrees to make available to the County for inspection, the books, the records, business license(s) and the customer accounts during normal business hours.

**XII.
INDEMNITY CLAUSE**

Lawrence County shall not be liable to the Contractor for any claims for damages which may arise on account of the exercise by the Contractor of the right herein granted. The Contractor hereby agrees to indemnify, protect, and hold Lawrence County harmless against all claims, suits, demands, liens, judgments, and decrees instituted or asserted by any party because of any act of omission of the Contractor, his agents, or employees in performance of this contract, or pursuant to or in connection with the operation of this franchise.

IN WITNESS WHEREOF, the parties have caused their respective signatures to be affixed hereto this _____ of _____, 2007.

COUNTY OF LAWRENCE:

CONTRACTOR:

Paul Rosson, County Executive

Contractor's Signature

Printed Name: _____

Title: _____

(SEAL)
ATTEST:

COUNTY CLERK

WITNESSES:

**STATE OF TENNESSEE
COUNTY OF LAWRENCE**

I hereby certify that on this day before me, a notary public authorized in the State and County named above to take acknowledgments, personally appeared _____, _____, and _____, to me known to be the persons described herein and who executed the foregoing agreement and acknowledged before me that they executed the same for the purposes therein expressed.

In witness whereof, I have hereunto set my hand and seal this _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

LAWRENCE COUNTY TN RESOLUTION NO: 2007092509

Resolution To Contract With Private Haulers Of Solid Waste

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092510

RESOLUTION TO APPROVE THE DESIGN AND PLANS AND TO AUTHORIZE THE ARCHITECTS TO LET BIDS FOR THE RENOVATION OF THE BUILDING DONATED BY FIRST FARMERS AND MERCHANTS BANK BUILDING LOCATED IN LEOMA, TENNESSEE, TO LAWRENCE COUNTY FOR USE AS THE LAWRENCE COUNTY ARCHIVES

WHEREAS, by Resolution No. 2006092609, adopted on September 26, 2006, the Lawrence County Legislative Body accepted the donation of the First Farmers and Merchants Bank building located in Leoma, Tennessee; and

WHEREAS, it has been the intent of Lawrence County government to utilize said building for the Lawrence County Archives, however, said building will need certain renovations and an addition; and

WHEREAS, by Resolution No. 2007012315 adopted on January 23, 2007, the Lawrence County Legislative Body authorized the County Executive to contract with Lambert, Ezell and Durham Architects to provide a preliminary plan and cost estimates for the renovation and addition to said building subject to final approval by the Lawrence County Legislative Body; and

WHEREAS, Lambert, Ezell and Durham Architects have presented final plans and specifications for said renovation and addition and are ready to let bids for said project.

NOW, THEREFORE, BE IT RESOLVED, by the county Legislative Body of Lawrence County, Tennessee, meeting in regular session this 25th day of September, 2007, that (1) the final design plans and specifications as provided by Lambert, Ezell and Durham Architects are hereby approved; (2) the County Executive is authorized to proceed with directing Lambert, Ezell and Durham to obtain bids for the project; and (3) the final approval to proceed and fund the project shall be subject to the Lawrence County Legislative Body.

This Resolution shall be effective upon its passage and approval, the public welfare requiring it.

AMENDED this 25th day of September, 2007.

JERRY DRYDEN, CHAIR
PAUL ROSSON, COUNTY EXECUTIVE
ATTEST: CHUCK KIZER, COUNTY CLERK
SPONSOR: FACILITIES COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2007072410A1

RESOLUTION TO PROVIDE FOR THE DESIGN AND RENOVATION OF FIRST
FARMERS AND MERCHANTS BANK BUILDING LOCATED IN LEOMA, TN.
DONATED TO LAWRENCE COUNTY FOR USE AS THE LAWRENCE
COUNTY ARCHIVES

Amendment 1

Motion to amend resolution:

Paragraph 5 Line 5

“and is directed to coordinate obtaining such bids at as near simultaneously with
the taking of bids for the jail project in order for the Legislative Body to better
understand what the cost of both projects is to be;”

“no materials are to be removed from the building until final approval of the
County Legislative Body.”

LAWRENCE COUNTY TN RESOLUTION NO: 2007072410A1

Paragraph 5 Line 5

"and is directed to coordinate obtaining such bids at as near simultaneously with the taking of bids for the jail project in order for the Legislative Body to better understand what the cost of both projects is to be;"
 "no materials are to be removed from the building until final approval of the County Legislative Body."

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

TYPE OF VOTE: Voice Roll Call

Comments:

AMENDED RESOLUTION TO APPROVE THE DESIGN AND PLANS AND TO
AUTHORIZE THE ARCHITECTS TO LET BIDS FOR THE RENOVATION OF THE
BUILDING DONATED BY FIRST FARMERS AND MERCHANTS BANK BUILDING
LOCATED IN LEOMA, TENNESSEE, TO LAWRENCE COUNTY FOR USE AS THE
LAWRENCE COUNTY ARCHIVES

WHEREAS, by Resolution No. 2006092609, adopted on September 26, 2006, the Lawrence County Legislative Body accepted the donation of the First Farmers and Merchants Bank building located in Leoma, Tennessee; and

WHEREAS, it has been the intent of Lawrence County government to utilize said building for the Lawrence County Archives, however, said building will need certain renovations and an addition; and

WHEREAS, by Resolution No. 2007012315 adopted on January 23, 2007, the Lawrence County Legislative Body authorized the County Executive to contract with Lambert, Ezell and Durham Architects to provide a preliminary plan and cost estimates for the renovation and addition to said building subject to final approval by the Lawrence County Legislative Body; and

WHEREAS, Lambert, Ezell and Durham Architects have presented final plans and specifications for said renovation and addition and are ready to let bids for said project.

NOW, THEREFORE, BE IT RESOLVED, by the county Legislative Body of Lawrence County, Tennessee, meeting in regular session this 25th day of September, 2007, that (1) the final design plans and specifications as provided by Lambert, Ezell and Durham Architects are hereby approved; (2) the County Executive is authorized to proceed with directing Lambert, Ezell and Durham to obtain bids for the project and is directed to coordinate obtaining such bids at as near simultaneously with the taking of bids for the jail project in order for the Legislative Body to better understand what the cost of both projects is to be; (3) the final approval to proceed and fund the project shall be subject to the Lawrence County Legislative Body and (4) no materials are to be removed from the building until final approval of the County Legislative Body.

This Resolution shall be effective upon its passage and approval, the public welfare requiring it.

PASSED AS AMENDED this 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: FACILITIES COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2007092510

Resolution To Provide For The Design And Renovation Of First Farmers And Merchants Bank Building Located In Leoma, Tn, Donated To Lawrence County For Use As The Lawrence County Archives

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092511

RESOLUTION TO APPROVE APPOINTMENTS TO BUDGET COMMITTEE

WHEREAS, Lawrence County has adopted the county budgeting law of 1957; and

WHEREAS, pursuant to T.C.A. §5-12-104, a county Budget Committee is created which committee shall consist of five (5) members, one of whom is to be the County Executive and the other four to be appointed by the County Executive with the approval of the county Legislative Body; and

WHEREAS, the County Executive has appointed W. Charles Doerflinger, Alan Keener, Jerry Putman and Ann Brown to the Budget Committee.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, the appointments to the Budget Committee are hereby approved.

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

PASSED this the 25th day of September, 2007. .



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE
ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2007092511

Resolution To Confirm Appointments To The Budget Committee

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092812

RESOLUTION TO CONFIRM APPOINTMENTS TO
THE PURCHASING COMMITTEE

WHEREAS, pursuant to T.C.A. §5-14-106, the County Executive of Lawrence County shall appoint five members of the Purchasing Committee, one of whom shall be the County Executive, and such appointments are subject to confirmation by the Legislative Body; and

WHEREAS, the County Executive has made the following appointments to the Purchasing Committee:

Paul Rosson, County Executive

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, the appointments to the Purchasing Committee of the Lawrence County Legislative Body are confirmed.

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

PASSED this the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE
ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2007092512

Resolution To Confirm Appointments To The Purchasing Committee

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092513

RESOLUTION APPOINTING ONE MEMBER TO LAWRENCE COUNTY EMERGENCY
COMMUNICATIONS BOARD

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

WHEREAS, there is a vacancy on the Board and he should appoint Joey Hardin to serve a four year term on the Lawrence County Emergency Communications Board of Directors.


NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 25th day of September, 2007, that Joey Hardin is hereby confirmed to serve a four year term beginning October 1, 2007.

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

PASSED this the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2007092513

Resolution Appointing One Member To Lawrence County Emergency
Communications Board

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092514

RESOLUTION TO SET THE SALARIES OF TERESA PURCELL
AS DIRECTOR OF ACCOUNTS AND BUDGETS AND CARLA R. BURDEN AS
PURCHASING AGENT/GRANTS MANAGER FOR LAWRENCE COUNTY

WHEREAS, Lawrence County has adopted the County Budgeting Law of 1957, the County Fiscal Procedure Law of 1957, and the County Purchasing Law of 1957 as set forth in Title 5, Chapters 12, 13 and 14, respectively, of the Tennessee Code Annotated; and

WHEREAS, T.C.A. §§5-13-103 and 5-13-104 provide for the County Legislative Body to set the salaries of the Director of Accounts and Budgets and the Purchasing Agent/Grants Manager.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, the salary of Teresa Purcell as Director of Accounts and Budgets is set at \$50,000.00 annually, and the salary of Carla R. Burden as Purchasing Agent/Grants Manager for Lawrence County is set at \$38,000.00.

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

PASSED this the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: BUDGET COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2007092514

Resolution To Set The Salaries Of Teresa Purcell As Director Of Accounts And Budgets And Carla R. Burden As Purchasing Agent/Grants Manager For Lawrence County

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092515

RESOLUTION TO FUND WATERLINE PROJECTS AND TO REPEAL PORTIONS OF
RESOLUTION NO. 2007072410

WHEREAS, Lawrence County government has arranged with various city utility systems and utility districts to pay for the materials for the extensions of various waterlines in Lawrence County; and

WHEREAS, Resolution No. 2007072410 was passed July 24, 2007, by the Lawrence County Legislative Body; and

WHEREAS, there appears to the Lawrence County Legislative Body that two corrections need to be made to said resolution.

WHEREAS, the cost of materials for the City of St. Joseph to extend waterlines on McKinney Road is \$17,255.07; and

WHEREAS, the North East Utility District is installing a new eight inch waterline to a new water tank and the cost of materials is estimated to be \$30,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the Legislative Body of Lawrence County, Tennessee, meeting in regular session this 25th day of September, 2007, that the Lawrence County Legislative Body hereby corrects Resolution No. 2007072410 and approves the expenditure of:

\$17,255.07 for the City of St. Joseph to extend waterlines on McKinney Road;

\$30,000.00 for the North East Utility District to install and eight inch waterline to a new water tank.

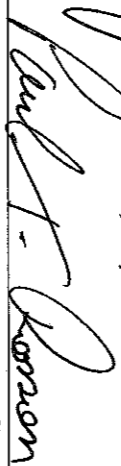
Any portion of Resolution No. 2007072410 in conflict with the provisions of this Resolution are hereby repealed.

This Resolution shall be effective upon its passage and approval, the public welfare requiring it.

PASSED this the 25th day of September, 2007.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2007092515

Resolution To Fund Waterline Projects And To Repeal Portions Of Resolution
No. 2007072410

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092516

RESOLUTION TO APPROVE LEASING OF SPACE FROM LAWRENCE COUNTY BY
THE LAWRENCE COUNTY MASTER GARDNERS

WHEREAS, the Lawrence County Master Gardeners are currently in need of greenhouse space and the Lawrence County Extension Office has greenhouse space located on Buffalo Road adjacent to the Extension Office that can be leased to the Lawrence County Master Gardeners.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, that the County Executive is hereby authorized to enter into a lease with the Lawrence County Master Gardeners in order to provide greenhouse space on Buffalo Road adjacent to the Lawrence County Extension Office to the Lawrence County Master Gardeners for One Dollar (\$1.00) per year and Lawrence County will provide utilities to said greenhouse at no cost to the Lawrence County Master Gardeners Association.

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

PASSED this the 25th day of September, 2007.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LEASE AGREEMENT

1. Parties. THIS LEASE, dated the _____ day of _____, 2007, by and between the Lawrence County, a political subdivision of the State of Tennessee, its successors and assigns (hereinafter referred to as "Lessor") and the Lawrence County Master Gardeners Association, not-for-profit organization, its successors and assigns (hereinafter referred to as "Lessee"),

W I T N E S S E T H:

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

3. Premises. The leased premises (hereinafter referred as the "Premises"), is identified and described as such land as is necessary to erect a greenhouse adjacent to the Lawrence County Extension Office on Buffalo Road, Lawrenceburg, Tennessee.

4. Term. The term of this lease is for three (3) years commencing on October 1, 2007, and expiring on September 30, 2010.

5. Rental. Lessee agrees to pay to Lessor, payable in advance, the sum of One (\$1.00) Dollar per year.

6. Kind of Business. Lessee represents and warrants that it shall use the premises for the Lessee's purpose of erecting a greenhouse to be used for educational purposes. Lessee represents and warrants that Lessee shall not use, store, handle or dispose of any petroleum products, or of any hazardous or toxic substances or wastes as those terms are defined by local, state or federal law at the premises. Lessee's use of the premises shall be restricted to the use set forth in this paragraph unless Lessee obtains Lessor's prior written consent to any change and use to which consent shall not be unreasonably denied.

7. Assignment and Subletting. This lease may not be assigned, and the premises may not be sublet by Lessee.

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

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

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

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

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

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

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

15. Default by the Lessee. In the event Lessee fails to comply with any of the terms and conditions of this lease, then Lessor may continue the lease and recover damages for such failure, or unless Lessee corrects or remedies any such failure or default within thirty (30) days or such other time limitation as may be specifically provided for elsewhere in this lease, after Lessor has mailed written notice of same to Lessee, then Lessor may elect to declare this lease forfeited and terminated and at an end in all respects, and may, thereupon enter and take possession of said premises for said breach and re-rent the same to such Lessee as in the discretion of Lessor may be deemed suitable and proper. Should, through no default of Lessee, the default be unable to be cured within said thirty (30) day period, Lessee shall have an additional reasonable time in which to cure said default. Should Lessor declare this lease terminated and forfeited as aforesaid, then Lessee agrees to surrender peaceful possession of same, and Lessor may re-enter with or without legal process.

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

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

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

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

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

Lawrence County Master Gardeners

Such notice to Lessee shall be mailed to:

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

With a copy to:

Director of Accounts and Budgets
119 Centennial Boulevard
Lawrenceburg, TN 38464

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

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

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

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

25. Renewal. At the expiration of the term of this lease and any renewal term, this lease agreement shall automatically renew upon the same terms and conditions except that the term shall be for one (1) year, unless either party shall give the other party written notice, no later than ninety (90) days prior to the expiration of the term.

Dated this _____ day of _____, 2007.

LESSOR:

LAWRENCE COUNTY MASTER GARDENERS ASSOCIATION

By: _____

Printed Name: _____

Title: _____

LESSEE:

LAWRENCE COUNTY, TENNESSEE

By: _____

Printed Name: _____

Title: _____

STATE OF TENNESSEE

COUNTY OF LAWRENCE

Before me, _____, a Notary Public for the above named State and County, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the _____ of the Lawrence County Master Gardeners Association, the within named bargainer; and she/he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lawrence County Rescue Squad.

Witness my hand and official seal at Lawrenceburg, Tennessee, on this the ____ day of _____, 2007.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

STATE OF TENNESSEE

COUNTY OF LAWRENCE

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

Witness my hand and official seal at Lawrenceburg, Tennessee, on this the ____ day of _____, 2007.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

LAWRENCE COUNTY TN RESOLUTION NO: 2007092516

Resolution To Approve Leasing Of Space From Lawrence County By The
Lawrence County Master Gardeners

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092517

RESOLUTION TO STUDY THE STANDARDIZATION OF SPEED LIMITS ON THE
ROADS IN LAWRENCE COUNTY

WHEREAS, the Lawrence County Legislative Body has over the years established speed limits on various roads that are maintained by Lawrence County; and

WHEREAS, the Lawrence County Legislative Body deems it in the best interest of the citizens of Lawrence County that a committee should be formed to study the standardization of speed limits on county roads and to develop criteria for such standardization.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, that there is hereby established a County Highway Speed Limit Committee. The Chairman of the Lawrence County Legislative Body shall appoint such committee and the Road Superintendent or his designee for Lawrence County is requested to be a member of said committee and the Lawrence County Sheriff or his designee is requested to be a member of the committee.

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

PASSED this the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: RAY BRAZIER

LAWRENCE COUNTY TN RESOLUTION NO: 2007092517

Resolution To Study The Standardization Of Speed Limits On The Roads In
Lawrence County

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092518

RESOLUTION TO ESTABLISH SPEED LIMIT ON BEASLEY ROAD

WHEREAS, Beasley Road 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 the entire length of Beasley Road and to erect appropriate
traffic control devices.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting
in regular session this 25th day of September, 2007, that the speed limit on the entire length of
Beasley Road is hereby established at 35 miles per hour and to erect appropriate traffic control
devices.

BE FURTHER IT RESOLVED by the Lawrence County Legislative Body meeting in
regular session this 25th day of September, 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 the entire length of Beasley Road is 35 miles per hour.

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

PASSED this the 25th day of September, 2007.




JERRY DRYDEN, CLERK



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: RONNIE BENEFIELD and JERRY PUTMAN

LAWRENCE COUNTY TN RESOLUTION NO: 2007092518

Resolution To Establish Speed Limit On Beasley Road

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092519

RESOLUTION TO EXTEND THE HOURS OF OPERATION
FOR ESTABLISHMENTS SELLING BEER IN LAWRENCE COUNTY

WHEREAS, the City of Lawrenceburg's beer ordinance provides for the sale of beer until 2:00 a.m. and on Sundays between the hours of 1:00 p.m. and midnight on Sunday; and

WHEREAS, to enable such retail sellers of beer outside of the City of Lawrenceburg to equitably compete with retail sellers of beer within the corporate limits of Lawrenceburg.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, that hours of operation for establishments licensed to sell beer in County are hereby extended, as follows:

It shall be unlawful for any beer permit holder to make or allow any sale, service, delivery, or dispensing of beer between the hours of 2:00 a.m. and 6:00 a.m. on weekdays and between the hours of 2:00 a.m. and 1:00 p.m. on Sundays. This prohibition shall not apply to any establishment which has a liquor by the drink license issued by the Tennessee Alcoholic Beverage Commission. Any establishment having a liquor by the drink license shall be allowed to sell beer during the same hours it is authorized to sell liquor by the drink as established by the Tennessee Alcoholic Beverage Commission.

This Resolution shall take effect October 1, 2007, the public welfare requiring it.

FAILED this 25th day of September, 2007.

JERRY DRYDEN, CHAIR

PAUL ROSSON, COUNTY EXECUTIVE

ATTEST: CHUCK KIZER, COUNTY CLERK

SPONSOR:

CHRIS D. JACKSON, RAY BRAZIER, ALAN KEENER,
W. CHARLES DOERFLINGER, and RICHARD L. HILL

LAWRENCE COUNTY TN RESOLUTION NO: 2007072419A1

RESOLUTION TO EXTEND THE HOURS OF OPERATION
FOR ESTABLISHMENTS SELLING BEER IN LAWRENCE COUNTY

Amendment 1

Motion to amend resolution:
Put vote before the people in the next general election – let the people
decide

LAWRENCE COUNTY TN RESOLUTION NO: 2007072419A1

Put vote before the people in the next general election – let the people decide

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

TYPE OF VOTE: Voice Roll Call

Comments:

FAILED

LAWRENCE COUNTY TN RESOLUTION NO: 2007092519

Resolution To Extend The Hours Of Operation For Establishments Selling Beer
In Lawrence County

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

TYPE OF VOTE: Voice Roll Call

Comments:

FAILED

RESOLUTION NO. 2007092520

RESOLUTION URGING LOCAL UTILITY DISTRICTS AND MUNICIPALITIES TO
WORK WITH COUNTY GOVERNMENT TO FUND EMERGENCY WATER LINE
REQUESTS

WHEREAS, a severe drought currently exists in Lawrence County causing a substantial decrease in water levels in rural areas which depend upon well water; and

WHEREAS, hundreds of people across Lawrence County currently have no access to water at all or access to sanitary, clean water.

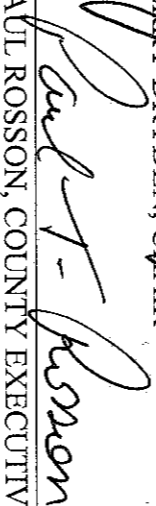
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, that local utility districts and municipalities which have jurisdiction over the areas which have expressed emergency water needs are urged to work with Lawrence County government to extend water lines which will provide clean and sustainable water to the areas of need by allowing the County to pay for the costs of pipe and materials while the local utility district/municipality shall hire a contractor and collect the tap fees, which can be used to fund the installation of the lines.

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

PASSED this the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: CHRIS D. JACKSON

LAWRENCE COUNTY TN RESOLUTION NO: 2007092520

Resolution Urging Local Utility Districts And Municipalities To Work With County Government To Fund Emergency Water Line Requests

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092521

RESOLUTION TO REQUIRE THE VOLUNTEER FIRE DEPARTMENTS THAT RECEIVE CONTRIBUTIONS FROM LAWRENCE COUNTY GOVERNMENT TO FURNISH FINANCIAL RECORDS AND A LIST OF ALL EQUIPMENT FOR THE TWO PREVIOUS FISCAL YEARS

WHEREAS, Lawrence County government makes significant contributions to the various volunteer fire departments in Lawrence County; and

WHEREAS, the Lawrence County Legislative Body deems it in the best interest of Lawrence County that there be some oversight of the expenditures made by the various volunteer fire departments.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, that prior to the County Executive and/or Director of Accounts and Budgets disbursing any more of the contributions approved to the various volunteer fire departments, that such disbursements shall not be made to a volunteer fire department until that volunteer fire department has provided to the Director of Accounts and Budgets (the Director) all of its financial records as requested by the Director for the two previous fiscal years, i.e., July 1, 2005, through June 30, 2006, and July 1, 2006, through June 30, 2007, and a list of all equipment owned by said volunteer fire department, all to be delivered to the Director on or before October 31, 2007.

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

PASSED this the 25th day of September, 2007.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: ALAN KEENER, RICHARD HILL and W. CHARLES DOERFLINGER

LAWRENCE COUNTY TN RESOLUTION NO: 2007092521

Resolution To Require The Volunteer Fire Departments That Receive
 Contributions From Lawrence County Government To Furnish Financial Records
 And A List Of All Equipment For The Two Previous Fiscal Years

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092522

RESOLUTION TO URGE COMPLIANCE WITH THE FEDERAL FAIR HOUSING LAW

WHEREAS, discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, sex, national origin, familial status, or handicap is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law). It is the policy of Lawrence County, Tennessee to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, familial status, or handicap. Therefore, Lawrence County does hereby pass the following resolution.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, that within available resources Lawrence county will assist all persons who feel they have been discriminated against because of race, color, religion, sex, national origin, familial status, or handicap to seek equity under Federal or State laws by filing a complaint with the Tennessee Human Rights Commission or the U.S. Department of Housing and Urban Development, Atlanta Regional Office Compliance Division.

BE IT FURTHER RESOLVED that Lawrence County shall publicize this resolution and through this publicity shall cause owners of real estate, developers and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing law and any applicable State or local laws or ordinances.

Said program will at a minimum include, but not be limited to: (1) the printing and publicizing of this policy and other applicable fair housing information through local media and community contacts; and (2) distribution of posters, flyers and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing.

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

PASSED this ~~the~~ 25th day of September, 2007.


JERRY DRYDEN, CHAIR


PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

FAIR HOUSING RESOLUTION

LET IT BE KNOWN TO ALL PERSONS of Lawrence County, Tennessee that discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, sex, national origin, familial status, or handicap is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing law). It is the policy of Lawrence County, Tennessee to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, familial status, or handicap. Therefore, Lawrence County does hereby pass the following resolution.

BE IT RESOLVED that within available resources Lawrence County will assist all persons who feel that they have been discriminated against because of race, color, religion, sex, national origin, familial status, or handicap to seek equity under Federal and State laws by filing a complaint with the Tennessee Human Rights Commission or the U.S. Department of Housing and Urban Development, Atlanta Regional Office Compliance Division.

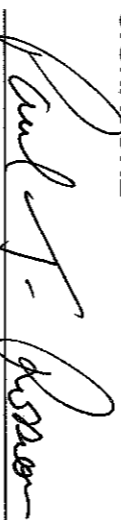
BE IT FURTHER RESOLVED that Lawrence County shall publicize this resolution and through this publicity shall cause owners of real estate, developers and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and any applicable State or local laws or ordinances.

SAID PROGRAM will at a minimum include, but not be limited to: (1) the printing and publicizing of this policy and other applicable fair housing information through local media and community contacts; (2) distribution of posters, flyers and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing.

EFFECTIVE DATE

This resolution shall take effect September, 2007

SIGNATURE



Paul Rosson, County Executive

LAWRENCE COUNTY TN RESOLUTION NO: 2007092522

Resolution To Urge Compliance With The Federal Fair Housing Laws

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

TYPE OF VOTE: Voice Roll Call

Comments:

NOTARY LIST
September 25, 2007 Regular Session

APPLICANTS NAME	BONDING AGENT
Tonya R. Holt Melba Scott Teresa Walker David L. Allen Jada N. Baxter Tracey Niedergeses	

LAWRENCE COUNTY TN
September 25, 2007 Regular Session
NOTARIES

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

TYPE OF VOTE: Voice Roll Call

Comments:

**LAWRENCE COUNTY TN
September 25, 2007 REGULAR SESSION
SUSPEND THE RULES**

23. Resolution to approve interlocal agreement between the City of Lawrenceburg and Lawrence County regarding a joint and cooperative effort utilizing the Lawrence County transfer station for the disposal of demolition solid waste in the City of Lawrenceburg's Class 4 (Demolition) solid waste landfill

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

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2007092523

RESOLUTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAWRENCEBURG AND LAWRENCE COUNTY REGARDING A JOINT AND COOPERATIVE EFFORT UTILIZING THE LAWRENCE COUNTY TRANSFER STATION FOR THE DISPOSAL OF DEMOLITION SOLID WASTE IN THE CITY OF LAWRENCEBURG'S CLASS IV (DEMOLITION) SOLID WASTE LANDFILL

WHEREAS, the City of Lawrenceburg operates a Class IV solid waste landfill for the purpose of disposing of demolition debris; and

WHEREAS, Lawrence County desires to make such demolition landfill available to all citizens of Lawrence County; and

WHEREAS, Lawrence County currently supplements the salary of a City of Lawrenceburg employee who manages the Solid Waste Transfer Station and the Lawrence County Recycling Center and the County desires to share equally with the City of Lawrenceburg the salary and benefits for such employee; and

WHEREAS, the Solid Waste Committee has recommended the purchase of five (5) 40 cubic yard dumpsters to enable to the City of Lawrenceburg residents and all Lawrence County residents to dispose of construction and demolition waste at the central location of the Transfer Station located on Baler Drive; and

WHEREAS, Lawrence County Legislative Body deems it in the best interest of all of the citizens of Lawrence County to enter into the Interlocal Agreement attached hereto to provide for the collection and disposal of construction/demolition waste at the City of Lawrenceburg demolition landfill.

NOW, THEREFORE be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of September, 2007, and under suspension of the rules, the County Executive is hereby authorized to enter into the Interlocal Agreement attached hereto and incorporated herein.

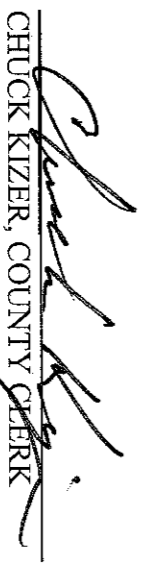
This Resolution shall take effect upon its passage, the public welfare requiring it.

PASSED this the 25th day of September, 2007.


JERRY DRYDEN, CHAIR


PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: SOLID WASTE COMMITTEE

INTERLOCAL AGREEMENT BETWEEN LAWRENCE COUNTY, TENNESSEE, AND THE
CITY OF LAWRENCEBURG, TENNESSEE, FOR THE DISPOSAL OF SOLID WASTE AT
THE CITY OF LAWRENCEBURG'S DEMOLITION LANDFILL

This Agreement is made and entered into this _____ day of September, 2007, by and between Lawrence County, Tennessee (hereinafter referred to as "County"), a political subdivision of the State of Tennessee, and the City of Lawrenceburg, Tennessee (hereinafter referred to as "City"), also a political subdivision of the State of Tennessee.

WHEREAS, the City has recently been licensed to operate a Class IV landfill for construction and demolition waste (hereafter "Demolition Landfill"); and

WHEREAS, the County desires to make such Demolition Landfill available to all citizens in Lawrence County; and

WHEREAS, Lawrence County currently supplements the salary of the City's Sanitation Manager who is also serves as the County's Solid Waste Director and the Recycling Coordinator for Lawrence County and the County desires to share equally with the City of Lawrenceburg the salary and benefits for such employee; and

WHEREAS, Lawrence County is in the process of purchasing five (5) 40 cubic yard dumpsters to enable the City of Lawrenceburg residents and all Lawrence County residents to dispose of construction and demolition waste at the Lawrence County Transfer Station ("Transfer Station") at the central location of the Transfer Station located on Baler Drive; and

WHEREAS, pursuant to the Interlocal Cooperation Act as set forth in T.C.A. §12-9-101, and pursuant to T.C.A. §5-19-106, the County and Lawrenceburg desire to enter into an interlocal cooperation agreement to provide for the management of solid waste in Lawrence County and for the collection and disposal of construction/demolition waste at the City of Lawrenceburg demolition landfill.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter made, it is agreed between the parties as follows:

1. Dumpsters. Lawrence County shall furnish and provide five (5) 40 cubic yard dumpsters to be located at the Transfer Station. The purpose of these dumpsters shall be for Lawrence County citizens and businesses to dispose of demolition waste at the Transfer Station. Furthermore, Lawrence County will be responsible for providing and constructing, if necessary, the site at the Transfer Station for the location of the 40 cubic yard dumpsters.

2. Trucking. The City of Lawrenceburg will provide a sufficient number of truck tractors to haul loaded 40 cubic yard dumpsters to the Demolition Landfill.

3. Sanitation Department Manager/Lawrence County Solid Waste Director and Recycling Coordinator. The initial salary of the Sanitation Department Manager who also serves as the Director of Lawrence County Solid Waste and the Recycling Coordinator for Lawrence County shall be \$52,000.00 per annum. For purposes of benefits such as hospitalization insurance, pension, etc., this employee shall be considered a city employee. The City and the County agree to share the salary and benefits for this employee equally. Such employee shall be entitled to raises as determined by the City of Lawrenceburg and the City and County shall share equally in any such raise.

4. Rees. Citizens and businesses who dispose of demolition waste at the Transfer Station shall be charged a fee as set by the City of Lawrenceburg. The City will retain all revenue collected for the disposal of demolition solid waste.

5. Clerical Employee. Because revenue will be collected at the Transfer Station, the City and the County agree to share equally in the cost of salary and benefits of a clerical employee who will be responsible for collecting all fees for the disposal of demolition waste and all other fees generated at the Transfer Station. This employee shall be considered a City employee. Such

employee shall be entitled to raises as determined by the City of Lawrenceburg and the City and County shall share equally in any such raise.

6. Use of Demolition Landfill. The City agrees that any Lawrence County citizen or business located in Lawrence County or demolition waste generated from Lawrence County may utilize the Transfer Station for the disposal of such demolition waste, subject to the fees as set by the City.

7. Term.

7.01 Unless terminated as provided herein, the term of this Agreement shall commence on _____, 2007, and shall continue for a period of five (5) years thereafter provided, however, that said five (5) year term shall constitute an initial Term which shall be automatically renewed upon the same terms and conditions for a second five (5) year term unless no later than six (6) months prior to the expiration of any then current term, either the County or the City gives written notice of its refusal to renew the term for any reason.

7.02 Early Termination. The City or the County may (but neither is obligated to) terminate this agreement upon:

- i. Any breach or default in this agreement by either of the parties hereto.
- ii. An event of Force Majeure, defined below, which continues unabated for a period of thirty (30) days in which either the City's or the County's reasonable discretion, renders the operation or maintenance of the demolition landfill or the Transfer station infeasible for any reason. Termination pursuant to this section shall be initiated by the City or the County notifying the other party by written notice, and the termination shall become effective ninety (90) days after receipt of the notice unless the underlying cause has been cured by the other party.
- iii. Termination of Specific Provisions. The parties recognize that it may be mutually beneficial under certain circumstances to terminate certain provisions of this Agreement without terminating the entire Agreement and they may do so upon written agreement.

Force Majeure: Any act, event or condition reasonably relied upon by City or the County as justification for delay in or excuse from performing or complying with any obligation, duty or agreement required by City or the County under this Agreement, which act, event or condition is beyond the reasonable control of City or the County or its agents relying thereon, including, without limitation: (i) an act of God, interference by third parties with any solid waste disposal operations or any other duties of City, or the County, pertaining to this Agreement or Addenda hereto, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, slowdown or similar industrial or labor action; (iii) an order or judgment (including, without limitation, a temporary restraining order, temporary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body, including, without limitation, such an order or judgment which limits the duration of this Agreement to less than its Term as set forth in Section 7 herein.

8. **REPRESENTATIONS AND WARRANTIES OF THE CITY AND THE COUNTY.**

The City and the County represent, warrant, and agree to the other, as follows:

8.01 **Existence and Good Standing:** The City and the County are (and will continue to be throughout the Term as set forth in Section 7 herein) validly existing as a governmental entities in good standing under the laws of the State of Tennessee.

8.02 **Approval and Authorization:** Both the City and the County have full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to the laws of the State of Tennessee. The governing bodies of each party hereto have duly authorized the execution and delivery of this Agreement and the City's and the County's performance of all of their respective duties and obligations contained herein, and this Agreement constitutes a valid and legal binding obligation and liability of the City and of the County.

8.03 No Litigation: There is no action, suit, or proceeding pending or, to the best of the City's or the County's knowledge and belief, threatened against or affecting the City or the County, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein, or the City's or the County's ability to perform its obligations pursuant to this Agreement.

8.04 Defaults; No Violations: The County is not in default under, and no event has occurred which, with the lapse of time or action by a third party, would result in default under, any outstanding contract or agreement to which the County is a party. Neither the execution and delivery of this Agreement nor the performance by the County of its obligations hereunder nor the consummation of the transactions contemplated hereby will violate any of the organizational documents of the County, violate, be in conflict with, constitute a default under or permit the termination of any contract to which the County is a party, require the consent of any other party to any agreement or commitment to which the County is a party, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental body to which the County is subject.

9. Notices. All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery or by registered or certified United States mail, return receipt requested, properly addressed to the respective addresses set forth below. Copies by overnight courier service and by fax, properly addressed to the respective addresses and fax number set forth below, may also be sent, but shall not take the place of personal delivery or by registered or certified United States mail, return receipt requested.

To the County:

Attention: Lawrence County Executive
Lawrence County Courthouse
240 West Gaines Street
Lawrenceburg, TN 38464

With a Copy to:

Charles W. Holt, Jr., County Attorney
P.O. Box 357
Lawrenceburg, TN 38464

To the City:

Attention: City Administrator
233 West Gaines Street
Lawrenceburg, TN 38464

With a Copy to:

Alan C. Betz, City Attorney
P.O. Box 488
Lawrenceburg, TN 38464

Change of address by either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered, or if such notice or other communication is sent by registered or certified United States mail, as above provided, upon the third regular business day following the day on which such notice or other communications deposited with a United States post office or branch post office or upon actual delivery as shown by the return receipt, whichever first occurs.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

11. Construction. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms, corporations, or other entities. The terms “herein”, “hereunder”, “hereto”, “hereof” and any similar terms, shall refer to this Agreement; the term “heretofore” shall mean before the date of adoption of this Agreement; and the term “hereafter” shall mean after the date of this Agreement. This Agreement is the result of joint negotiations and authorship and no part of this Agreement shall be construed as the product of any one of the parties hereto.

12. Entire Agreement; Addenda. This Agreement constitutes the entire understanding between the County and City, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendment, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

13. Counterparts. This Agreement may be executed in two counterparts, each of which will be considered an original.

14. Titles Not to Affect Interpretation. The titles of sections and subsections contained in this Agreement are for convenience only, and they neither form a part of this Agreement nor are to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, the County and WSD have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

ATTEST: LAWRENCE COUNTY, TENNESSEE

BY: _____

Paul Rosson, County Executive

ATTEST: CITY OF LAWRENCEBURG

BY: _____

Keith Durham, Mayor

LAWRENCE COUNTY TN RESOLUTION NO: 2007092523

Resolution To Approve Interlocal Agreement Between The City Of Lawrenceburg
 And Lawrence County Regarding A Joint And Cooperative Effort Utilizing The
 Lawrence County Transfer Station For The Disposal Of Demolition Solid Waste
 In The City Of Lawrenceburg's Class 4 (Demolition) Solid Waste Landfill

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

TYPE OF VOTE: Voice Roll Call

Comments:

LAWRENCE COUNTY COMMISSION
September 25, 2007 Regular Session
ADJOURNMENT

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

TYPE OF VOTE: Voice Roll Call

Comments: