

RESOLUTION NO. 2008092309

RESOLUTION TO DISTRIBUTE THE REQUEST FOR PROPOSALS FOR AN EMERGENCY
AMBULANCE SERVICE IN LAWRENCE COUNTY


WHEREAS, by resolution enacted November 27, 2007, the Lawrence County Legislative Body created an Ambulance Study Committee to study the feasibility of Lawrence County divesting itself of the Lawrence County Ambulance Service and emergency ambulance care and contracting with the private sector for emergency ambulance care;

WHEREAS, the Ambulance Study Committee has prepared Requests for Proposals to be distributed to emergency ambulance service in Lawrence County should be distributed to emergency ambulance service providers in order to examine if it is feasible to contract with a private company to provide emergency ambulance service in Lawrence County.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the Director of Purchasing is directed to distribute the Request for Proposals attached hereto as Exhibit A to the list of ambulance service providers furnished to the Director of Purchasing by the Ambulance Study Committee.

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

Passed this 23rd day of September, 2008.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: AMBULANCE STUDY COMMITTEE

EMERGENCY AMBULANCE SERVICE

**REQUEST FOR PROPOSALS
(RFP)**

**Emergency Ambulance
Service**

Lawrence County, Tennessee

APPENDIX A

The Lawrence County, Tennessee Executive's Office will receive proposals to provide Emergency Ambulance Service within the unincorporated areas of the County and the municipalities of Loretto, Saint Joseph, Iron City, Lawrenceburg, and Eithridge, Tennessee, located within the County, as specified in this Request for Proposal ("RFP"). Proposals must be received by **2 pm. on October 17th, 2008**. Late proposals will not be considered or returned.

Deliver Proposals To:

Carla Burden
Purchasing Agent
219 Centennial Blvd.
Lawrenceburg, Tennessee 38464

The RFP envelope must show the RFP name and opening date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION. Information about the Lawrence County Executive's Office and current proposals may be obtained on the Internet at the Lawrence County website (<http://www.co.lawrence.tn.us/index.html>) Vendors should carefully examine the entire RFP, and addenda thereto, and all related reference materials and data referenced in this RFP. Vendor will be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document will in no way relieve vendors from any obligation with respect to this proposal. Additional information or corrections will be posted to the Lawrence County website.

1.2 TECHNICAL INFORMATION. For additional technical information contact: Michele Tankersley, County Executive's Office, 931-766-4128.

1.3 COMMUNICATIONS. All communications should be communicated through the Lawrence County Executive's Office with subject title "Ambulance RFP".

1.3.1 FAX. Telephone inquiries will not be accepted. Any questions regarding the RFP should be submitted to Michele Tankersley, County Executive's Office, via fax at (931) 766-2219, or via electronic mail at mtankersley@lawcoun.org Your faxed requests for information must be on company letterhead, and include the following information: contact name, address, telephone number, RFP name, and RFP response due date.

1.4 CONFLICTS OF INTEREST. Vendors must disclose any potential conflicts of interest that the vendor may have due to other clients, contracts, or interests associated with the services under this RFP.

1.5 PROCESSING TIME FOR PAYMENT. Vendors are advised that a minimum of thirty days is required to process invoices for payment.

1.6 ALTERNATIVE PROPOSALS. The County will accept alternate proposals to those being solicited in this RFP.

1.7 TAXES. The County's purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.8 ACCEPTANCE. Vendors shall hold their price firm and subject to acceptance by the County for a minimum period of one hundred and twenty (120) working days from the date of the proposal opening.

1.9 NO ELECTRONIC TRANSMISSION OF PROPOSALS. The County Executive's Office will not accept or consider oral, telegraphic, electronic, facsimile, or telephone proposals or modifications. The receiving time in the County Executive's Office will be the governing time for acceptability of proposals.

1.10 AWARD. While the County is entertaining contracts for these services, it will not be bound to award a contract.

1.10.1 Award will be made to the vendor offering the most advantageous proposal after consideration of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. The County has established an Ambulance Committee, who will evaluate all proposals received in accordance with the evaluation criteria.

1.10.2 The Ambulance Committee may also contact and evaluate the vendor's and subcontractor's references; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

1.10.3 The County will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

1.10.4 The County will be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the vendor submitting the lowest total price and to negotiate with any or all vendors. Vendors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly,

proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

1.10.5 Award will be by means of a written agreement with the successful vendor. A Notification of Intent to Award may be sent to any vendor selected. Notwithstanding, any award is contingent upon the successful negotiation of final contract terms and approval of the Lawrence County Board of Commissioners. Negotiations will be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next vendor or withdraw the RFP.

1.11 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY.** Vendors must supply the most recent audited and certified financial statement of the corporation, as satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County will make the final determination as to the vendor's ability.

1.12 **VENDOR DEFAULT.** The County, reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. If a vendor's default is due to a failure to perform or because of a request for a price increase, the County reserves the right to remove the vendor from the County's vendors list for twenty-four months.

1.13 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS.** It is the responsibility of the prospective vendor to review the entire RFP packet and to notify the Executive's Office if the specifications are formulated in the manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Lawrence County Executive's Office not fewer than ten (10) business days prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.

1.14 **PROPOSAL DELIVERY.** The Lawrence County Purchasing Agent's Office will time date and stamp the envelope of all proposals upon receipt during its normal business hours.

1.15 **PROPOSAL ORIGINAL AND COPIES.** The County requires that the vendor submit one (1) original and ten (10) copies of its proposal. The package containing the proposal must be sealed and marked with the vendor's name and "Confidential – Ambulance Services – RFP – Ambulance Service Contract."

1.16 **COVER LETTER AND SIGNING OF PROPOSALS.** A cover letter, which will be considered an integral part of the proposal, must be signed by individual(s) who is (are) authorized to contractually bind the vendor(s).

- 1.16.1 Each signature must indicate the classification or position that the individual holds in the firm.
- 1.16.2 The cover letter must designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. For each listed individual, include the name, title, address, telephone number, fax number and email address.
- 1.17 **WAIVING OF INFORMALITIES.** The County reserves the right to waive minor informalities or technicalities when it is in the best interests of the County.
- 1.17.1 If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.
- 1.17.2 The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect will in no way modify the RFP documents or excuse the vendor from full compliance with the RFP requirements, if awarded a contract.
- 1.18 **SUBCONTRACTING.** The County will award this proposal to one vendor. The successful vendor may not subcontract the award or any part thereof without the prior written consent of the Lawrence County Executive.
- 1.19 **DECLARATIVE STATEMENTS.** Any statement or words (i.e., must, shall, will etc.) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.
- 1.20 **PROPOSAL FORMAT.** This solicitation is in the RFP format. Evaluation of the proposals will proceed as expeditiously as possible and the County will notify the successful, as well as unsuccessful, vendors.
- 1.21 **EVALUATION REVIEW.** The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. The County shall have sole responsibility for determining a reliable source. The County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and additional information to make an award that is in the best interest of the County.

- 1.22 **TITLE VI OF THE CIVIL RIGHTS ACT.** "Nondiscrimination in Federally Assisted Programs" – "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected

to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. Section 2000 et seq. It is the policy of the County that all its services and activities be administered in conformance with the requirements of Title VI.

1.23 CORRECTION OF PROPOSALS. Vendors are hereby cautioned that all corrections made before proposal submittal must be initiated by the person authorized to submit the proposal. The use of “white out”, “correction tape” and other means of covering up original figures shall not be accepted. If changes are made prior to submittal, the use of a black indelible ink pen shall be used to cover the original figures and the new figures shall be inserted with blue indelible ink and initialed as described above.

1.24 OMISSION OF INFORMATION. Vendors are hereby cautioned that failure to include any information requested may be just cause for rejection of proposal.

1.25 PRICING. The Contractor shall provide a proposed cost for each Option in accordance with Exhibit “A” attached hereto and incorporated by reference.

1.26 RFP SCHEDULE.

RFP Issue Date 09/26/08

Pre-Bid Tele-Conference 10/02/08 *Submit your phone number to Ms. Tankersley by 10/01/09*

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

2.1 CONTRACT TERMS. The contents of the proposal of the successful vendor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The terms and conditions contained in this Section II shall be part of the contract (“Contract”) between the County and the selected vendor. The County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public’s trust.

2.2 INCORPORATION. All specifications, drawings, technical information, the RFP, the proposal, award and similar items referred to or attached or which are the basis for the contract are deemed incorporated by reference as if set out fully in this RFP.

2.3 ALTERATIONS OR AMENDMENTS. No alterations, amendments, changes, modifications or additions to the contract shall be binding on the County without the prior written approval of the County.

2.4 ASSIGNMENT. Contractor shall not assign or sub-contract the contract, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of the County.

2.5 WARRANTY. Contractor warrants to the County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal or other descriptions furnished or incorporated by reference, and will be fit for the particular purpose purchased, of

merchantable quality, good workmanship, and free from defects. Contractor extends to the County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at Contractor's expense.

2.6 REMEDIES. The County shall have rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorneys fees.

2.7 INSPECTION AND ACCEPTANCE. Warranty periods shall not commence until the County inspects and formally accepts the goods or services. The terms, conditions and timing of acceptance shall be determined by the County. The County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.8 ORDER OF PRECEDENCE. In the event of inconsistent or conflicting provision of the contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Request for Proposal, (3) Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.9 SEVERABILITY. If any provision of the contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.10 GOVERNING LAW. The laws of the State of Tennessee shall govern the contract, and all obligations of the parties are to be performed in Lawrence County, Tennessee. The Chancery Court or the Circuit Court of Lawrence County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes that arise under the Contract.

2.11 DEFAULT. If Contractor fails to perform or comply with any provision of the contract or the terms or conditions of any documents referenced and made a part hereof, the County may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The County expressly retains all its rights and remedies provided by law in case of such breach, and no action by the County shall constitute a waiver of any such rights or remedies. In the event of termination for default, the County reserves the right to purchase its requirements elsewhere, with or without competitive proposals.

2.12 TERMINATION. The County may terminate the contract with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.13 NON-APPROPRIATION. In the event no funds are appropriated by the County for the

goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.14 COMPLIANCE WITH ALL LAWS. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.15 INDEMNIFICATION AND HOLD HARMLESS. Contractor shall indemnify, defend, save and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.16 INDEPENDENT CONTRACTOR. Contractor shall acknowledge that it and its employees serve as independent contractors and that the County shall not be responsible for any payment, insurance or incurred liability.

2.17 RIGHT TO INSPECT. The County and Commissioners or their designees, reserve the right to make periodic inspections regarding the manner and means in which the services are performed.

2.18 NONDISCRIMINATION AND NON-CONFLICT STATEMENT.

2.18.1 Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be executed from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the contract, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

2.18.2 Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any good provided or work contemplated or performed relative to the Contract.

2.19 BOOKS AND RECORDS. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under the contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract period for inspection by County or by any other governmental entity or agency participating in the funding of the contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by the contract.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 INTENT

- 3.1.1** The intent of this RFP is to receive proposals to provide Emergency and Non-Emergency care and transport with Advanced Life Support (ALS) Ambulance Service for the County. The County is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable price. Proposals not meeting this intent will be considered unresponsive.
- 3.1.2** The successful Contractor shall be responsible for providing ambulances for response to emergency and non-emergency requests throughout the County coverage areas, as well as additional associated support services.
- 3.1.3** In addition, the Contractor will provide additional, non-emergency ambulances for the round-trip, non-emergency transport of inmates at the Lawrence County Justice Complex, at no additional charge.
- 3.1.4** In this procurement, the County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Contractor should always be one of cooperation and not conflict. The services shall include, but not be limited to, the management and operation of all ambulances, including Advanced and Critical Care Units; additionally, the service shall include medical supply purchasing, management and operation of the medical supply warehouse, all fleet maintenance, and public education.
- 3.1.5** The Director of the Lawrence County Emergency Communications Center is designated as the EMS Coordinator, and will be the County liaison between the contractor and the County. The Coordinator will report to the QRC on a monthly basis or as designated by the County. Oversight and review of, and compliance with performance standards of the contract, will be conducted by the Quality Review Council, herein after referred to as the **QRC** or as otherwise directed by the County.
- 3.1.6** The Quality Review Council will be made up of the Lawrence County Ambulance Committee, a representative from each municipality, along with the Lawrence County Executive or his designee, and a representative of the Contractor as non-voting members.

3.2 MINIMUM REQUIREMENTS

Successful proposals will include, at minimum, the following:

3.2.1 GENERAL DUTIES

- 3.2.1.1** Contractor must maintain compliance with Tennessee Code Annotated, Section 68-140-201 *et seq.*
- 3.2.1.2** Contractor must maintain compliance with Rules of the Tennessee Department of Health, Chapter 1200-12-1, *et seq.*
- 3.2.1.3** ALS (Advanced Life Support) Vehicle Equipment List approved by the County and required by the State of Tennessee.
- 3.2.1.4** Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Contractor by the County.
- 3.2.1.5** The Contractor must allow ambulances to be dispatched, located and monitored by the Lawrence County 911 Emergency Communications Center.
- 3.2.1.6** The Contractor will be responsible for supplying vehicles, equipment and supplies, radios that meet or exceed standards for inter-operable communications (see 3.2.3.1) with the Lawrence County 911 Center and District 8 Homeland Security. The Contractor will also purchase and install or cause to be installed, or the County, at its option may install, new CAD (Computer Aided Dispatch) and AVL (Automatic Vehicle Locator) hardware to be used by Lawrence County 911 Dispatch. All CAD and AVL equipment shall meet specifications of the Lawrence County 911 Center. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs. The County at its option may purchase and have installed the above mentioned equipment. Maintenance and up keep of this will be the responsibility of the Contractor.
- 3.2.1.7** The Contractor must apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and Rules and Regulations of the Tennessee Department of Health, Emergency Medical Services Division ("EMS Division") for conducting services described in this RFP.
- 3.2.1.8** The Contractor must accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

- 3.2.1.9** The Contractor must make emergency and non-emergency services (as defined in this RFP) available to all persons within the service area defined in the Contract. Fees for services shall not escalate during the initial term of the Agreement.
- 3.2.1.10** The Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the County Executive, County Sheriff, Fire Chief's or Chief's of Police of any municipality, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.
- 3.2.1.11** Subject to the Contractor's reasonable policies and procedures regarding same, the Contractor shall permit paramedic and emergency medical technician trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the EMS Coordinator. The Contractor shall permit other observers to accompany ambulances at the request and designation of the EMS Coordinator. The Contractor's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.
- 3.2.1.12** The Contractor must comply with all the County Emergency Plans, or successor plans adopted and approved by Lawrence County Emergency Management Agency whenever the provisions of such plan or plans are in effect. The Contractor will participate in programs that are in support of community health and welfare as in the Chest Pain Program with Crockett Hospital
- 3.2.1.13** The Contractor further agrees to participate in at least two (2) community disaster drills per calendar year, as directed by the Lawrence County Emergency Management Agency. Personnel used for such drills will not affect the number of ambulances dedicated to the response areas of the contract.
- 3.2.1.14** The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.
- 3.2.1.15** The Contractor will provide four (4) full time ALS ambulances to service calls for the County.

3.2.2 TRANSPORT

3.2.2.1 The Contractor must transport, without charge, all employees of the County and other participating entities which are party to the contract who are injured while on duty in the contracted coverage area and in need of emergency services.

3.2.2.2 The Contractor must provide emergency services from the scene to the appropriate health facility or other location for all persons in the service area.

3.2.3 COMMUNICATIONS EQUIPMENT

3.2.3.1 The Contractor shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies required by the State of Tennessee, all Med frequencies and those used by the County and District Eight.

RX Freq	pl	Tx Freq	pl
155.205	CSQ	155.205	CSQ
154.370	100	150.775	100
154.025	141.3	158.925	141.3
154.310	141.3	154.310	141.3
155.16	DPL 156	153.95	DPL 156

Lawrenceburg FD new narrow band. All ambulances must be equipped and/or must be able to be equipped with Rx 155.400 pl 100, Tx 159.045 pl 100, currently used by Lawrence County at the time the contract goes into effect along with AVL (Automatic Vehicle Locator), GPS (Global Positioning System) and CAD (Computer Aided Dispatch) computer stations and equipment configured for use by Lawrence County. The Contractor must install and maintain this equipment during the term of the contract.

3.2.4 NOTIFICATION

3.2.4.1 The EMS Coordinator, must be notified immediately whenever the following occurs:
Any single incident or accident requires the response of three (3) or more ambulances;
Mass casualty incidents;

3.2.4.2 The Coordinator must be notified daily, via electronic communications, of the Contractor's daily activity report. Non-compliance reports will be forwarded daily to the Contractor.

3.2.4.3 The Coordinator must be notified in writing within forty-eight (48) hours whenever the following occurs:

The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;
The separation/termination or the employee status change of any of the Contractor's employees involved in the delivery of services related to the contract;
Any change in the Contractor's management or supervisory structure.

3.2.4.4 The Contractor shall notify the Lawrence County 911 Center via FAX the legal names of personnel and their Unit assignment at the start of each shift. The Contractor's FAX will include the employees EMS certification numbers, employee I.D. number and unit assignment. This will include shift supervisors. The Contractor shall maintain records of equipment in-service for each employee shift, and such records shall be made available to the County.

3.2.5 AVAILABLE AMBULANCES

3.2.5.1 Under any alternative, the Contractor will provide at least one (1) supervisor, twenty-four (24) hours a day, seven (7) days a week, who will be available for immediate response to emergencies, will deliver supplies and equipment to the ambulances and supervise Contractor personnel on a daily basis. This Supervisor shall be a Paramedic, licensed by the State of Tennessee and have been a resident of Lawrence County for at least 5 years in the last 20 years. All managers and supervisors of the Contractor will be residents of Lawrence County and have been residents for a minimum of 5 years. In the event no staff meeting the Contractor requirements, and the residency requirements, the Contractor may present candidates to the Ambulance Committee for review.

3.2.5.2 When an ambulance is taken out of service due to mechanical failure or accident, a replacement ambulance must be made available within two (2) hours.

3.2.5.3 When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance must be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

3.2.6 RESPONSE TIME

3.2.6.1 As used herein, the term emergency request shall include any response by the Contractor under the contract on an emergency service request received by the contractor from the Lawrence County 911 Center, a call received directly from the public within the service area or from any of the participating entities. Should a request for response be received from an agency other than the Lawrence County 911 Center, the Lawrence County 911 is to be notified immediately by the Contractor of this request.

3.2.6.2 Response to emergency requests shall be determined the moment the Contractor's ambulance is notified of the emergency service request. The contractor has a duty to immediately notify 911 that they are in Lawrence County and responding to an emergency service request.

3.2.6.3 If, in each monthly period, the Contractor fails to respond to emergency requests, it shall pay response damages set forth in this RFP

3.2.6.4 For purposes of determining the Contractor's compliance with the response time standards as set forth in this RFP, and for calculating damages every request for ambulance service shall be counted except as follows:

- Requests during a disaster, locally or in a neighboring jurisdiction, for assistance from the County, or inclement weather conditions exists.

3.2.6.5 The response for an emergency request may also be excluded when the EMS Coordinator and QRC determines there is other good cause for an exception.

3.2.7 AMBULANCE SPECIFICATIONS

3.2.7.1 All ambulances used for emergency patient transportation shall be not more than five (5) years old from the date of sale as a new vehicle, and shall not have been used more than 200,000 miles. All ambulances used for the non-emergency transportation of patients shall not be more than five (5) years old from the date of sale as a new vehicle, and shall not have been used more than 250,000 miles. This shall remain in effect unless otherwise approved in writing by the County and the QRC.

3.2.7.2 All maintenance and repair records and inventory records must be available for inspection by the EMS Coordinator and members of the Ambulance QRC.

3.2.7.3 All ambulances must be powered by diesel engine.

3.2.7.4 Each ambulance used in the emergency transportation and non-emergency transportation of patients must be equipped with all items listed on the daily ambulance inventory, including such items required by the State of Tennessee Department of Health Division of Emergency Medical Services.

3.2.7.5 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

3.2.7.6 Each ambulance must permanently display the name of other suitable corporate identification or logo on the outside of the vehicle along with that vehicle's identification number. The Contractor shall not use "Lawrence County Government" or any derivative thereof as part of its name.

3.2.7.7 Any ambulance used by the Contractor for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

3.2.8 PERSONNEL

3.2.8.1 All EMT's, Paramedics and clerical staff employed by the contractor must be current or former employees of Lawrence County Ambulance Service who wish to continue in that work, insofar as it is possible to do so, and are deemed sufficient by the Contractors employment policies and procedures, for a general probationary period of 90 days. If at any time there are no qualified applicants, the Contractor will present a potential list of employees to the Ambulance Committee for approval. All regards will be to employ Lawrence County residents, first.

3.2.8.2 The parties understand that the EMS System requires professional and courteous conduct at all times from Contractor's field personnel, communications personnel, middle management, and top executives. The Contractor shall employ highly trained paramedics, EMTs, and support staff to provide patient care and to operate Contractor's vehicles and equipment.

3.2.8.3 Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Contractor, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of Contractor's employees who operate under the contract shall conform to the Contractor's dress code.

3.2.8.4 The parties understand that training and educational requirements change from time to time for EMT's Paramedics and Communications personnel as new protocols and medical treatments are approved by EMS Division and/or the Medical Director for Lawrence County. The Contractor agrees that the Ambulance QRC may require additional training or education for EMT's, paramedics and Communications personnel for the benefit of patients receiving care under the contract. The cost of such training or education shall be the sole responsibility of the Contractor/employees.

3.2.8.5 The Contractor shall utilize reasonable work schedules and shift assignment that allow personnel to work no more than 36 consecutive hours followed by a minimum of 12 hours off-duty, with a maximum of 96 hours to be worked in any 7 day work week. The Contractor shall provide working conditions that assist in attracting and retaining highly qualified personnel.

3.2.8.6 The Contractor shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.

3.2.8.7 The Contractor shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. **Please provide a complete compensation and benefits package with your proposal.**

3.2.8.8 The Contractor must have in place a program for random drug screening of all personnel providing response under the contract. Further, the Contractor will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

3.2.8.8 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the EMS Coordinator must be answered within 48 hours to include actions taken, including disciplinary action and other corrective measures.

3.2.8.9 It shall be of the utmost importance that employees of the Contractor strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

3.2.8.10 The Contractor must provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract and meet annual State requirements for EVOC (Emergency Vehicle Operations Course) Training. The County is to be provided with monthly reports on driver performance or reports as requested by the EMS Coordinator and the Ambulance QRC.

3.2.8.11 All Contract personnel must be trained and receive certification as being NIMS (National Incident Management System) compliant.

3.2.8.12 Contractor will have staff available, during normal business hours, that is capable to discuss and resolve billing questions. This person cannot be a staff member who also has response responsibilities on an ambulance.

3.2.9 QUALITY IMPROVEMENT & MITIGATION PROGRAMS

The Contractor shall develop and have in conjunction a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the QRC prior to commencement of the contract. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

3.2.10 FIRST RESPONDERS

3.2.10.1 The fire departments of the participating entities and the County may have first responder programs. The Contractor shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

3.2.10.2 The first agency on the scene shall have primary responsibility for patient care until such

paramedic or EMT transfers said care as provided for in Tennessee law. The highest ranking fire department officer on the scene shall have full scene control as Incident Commander and all radio traffic to dispatch shall be handled through the Incident Commander or as directed by the commander on the scene.

3.2.11 MINIMUM INSURANCE REQUIREMENTS

3.2.11.1 On or before _____, 2008, the Contractor shall purchase and provide, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Contractor's operations under the contract, whether such operations are performed by Contractor or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor or subcontractor may be liable.

3.2.11.2 The insurance required shall be written for not less than any limits or liability specified below or required by law, whichever is greater. All policies shall provide for 30-day notice to the County of cancellation or alteration in coverage. The Contractor shall maintain through the life of the contract insurance, through insurers rated A- or better by A.M. Best, in the following minimal limits:

General liability claims made
Per occurrence \$ 1,500,000
Aggregate \$3,000,000
Medical professional liability claims made
Per occurrence \$ 1,500,000
Worker's compensation: Statutory
Excess liability coverage \$ 3,000,000

3.2.11.3 At the County's request, complete copies of the Contractor's required insurance policy shall be delivered to the County or otherwise be made available for inspection by the County. An original Certificate of Insurance shall be presented upon execution of the contract naming the County and each of the municipalities serviced under the contract as additional insured's. The Contractor shall maintain required insurance in full force and effect for the term of the Contract.

3.2.12 INDEMNIFICATION

3.2.12.1 The Contractor agrees to defend, indemnify and save harmless the County, Loretto, Lawrenceburg, Ethridge, Saint Joseph, Iron City, their officers, agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of the Contractor and arising out of the performance by the Contractor, its employees, subcontractors or agent in providing ambulance services under the contract for the County, Loretto, Lawrenceburg, Ethridge, Saint Joseph, Iron City.

3.2.12.2 Contractor expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County, Loretto, Lawrenceburg, Ethridge, Saint Joseph, Iron City or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

3.2.12.3 The County has no obligation to provide legal counsel or defense to Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to the contract against Contractor as a result of or relating to performance or obligations of the services under the contract.

3.2.12.4 Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against Contractor as a result of or relating to obligations under the contract.

3.2.12.5 Contractor shall immediately notify the County, c/o Lawrence County Executive's Office, Lawrence County Courthouse 240 West Gaines St. Lawrenceburg, Tennessee 38464 of any claim or suit made or filed against Contractor or its subcontractors regarding any matter resulting from or relating to Contractor's obligations under the contract, and will cooperate, assist and consult with the County in the defense or investigation thereof.

3.3 OVERVIEW OF THE COUNTY AND THE EMS SYSTEM

3.3.1 The County's contract service area will be defined as Lawrence County, Tennessee and all incorporated and unincorporated communities therein. This may include an area of approximately 1025 square miles and a population of approximately 40,934 people. There is one medical hospital in the county with hospitals in neighboring Counties; there is one level one trauma center, and one is a comprehensive children's hospital located in Nashville, Tennessee. There are three (3) skilled nursing facilities and three (3) assisted living centers within the county. Lawrence County is served by 3 helicopter ambulances, Vanderbilt LifeFlight has an average in county response time of approximately 6-8 minutes. Air Evac has an average in county response time of approximately 8-10 minutes, while Huntsville Medflight has an average in county response time of approximately 15-20 minutes.

We currently have a Class A service as defined by the Tennessee Division of EMS, and it must be maintained as a Class A service. Failure to maintain a Class A status will result in possible contract termination. We have four (4) 24/7 ALS units stationed in two locations. There is one stationed in Loretto, Tennessee and three are stationed in Lawrenceburg. The County will rent to the contractor all equipment and property currently occupied and used by the Lawrence County Ambulance Service for one dollar (\$1.00) per year. Contractor will pay all utilities and maintenance of buildings and equipment. The county currently has in service the following ambulances, fully stocked and equipped:

Year	Make	Model	VIN	Mileage as of 8/20/2008
1997	Ford	ECO	1FDJS34F2VHV47455	198,433
2003	Ford	3SD	1FDSS34FX3HB92769	195,538
2005	Ford	3SD	1FDSS34P85HA66392	139,981
2005	Ford	3SD	1FDSS34P25HA94298	140,813
2006	Ford	3SD	1FDSS34P7GHB20301	129,821
2007	Ford	3SD	1FDSS34P07DA56255	53,490

Many of our employees have several years of participation in the Tennessee Consolidated Retirement System. We would be interested in a benefits proposal that would take into account the contributions and time they have invested.

3.3.2 The new contract will be an exclusive E-911 emergency service contract with fully staffed and equipped paramedic units.

3.3.3 The EMS System transported 3735 patients in 2007, from 1/1/08-8/31/08 it is 2562 transports.

3.4 PERFORMANCE BASED CONTRACT

3.4.1 The most important aspect of this procurement is the fact that this procurement will result in the award of a *Performance-based contract*. Penalties will be assessed for failures to achieve minimum standards set forth in the Contract. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Specifically:

3.4.1.1 Ambulance response times must meet the response requirements set forth in this RFP.

3.4.1.2 Lawrence County 911 Emergency Communications Center would be responsible for dispatch of ambulances under the contract.

3.4.1.3 Every ambulance unit must at all times be equipped and staffed to operate at the paramedic level, on all emergency and non-emergency calls received under the contract.

3.4.1.4 Clinical performance must be consistent with approved medical standards and protocols and guidelines set forth by the State of Tennessee.

3.4.1.5 The conduct of personnel must be professional and courteous at all times.

3.4.1.6 There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

3.4.1.7 Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance,

protocol, procedure, performance auditing, and prompt and definitive corrective action as set out in 3.2.8.10 and 3.2.8.11.

3.4.2 This is not a level-of-effort contract. A contractor who fails to perform must and shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting a Vendor's offer, the County neither accepts nor rejects the Vendor's level-of-effort estimates; rather, the County accepts the Vendor's promise to employ whatever level of effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

3.5 USE OWN EXPERTISE AND JUDGEMENT

3.5.1 Vendor is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", the County means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each Vendor's own strategies and tactics for getting the job done.

3.5.2 The County hopes to promote innovation, efficiency, and superior levels of high performance.

3.6 COSTS INCURRED IN RESPONDING

3.6.1 County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the vendor.

3.6.2 It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County when received by the County and may be considered public information under applicable law.

3.6.3 The County assumes no liability for any costs incurred by vendors throughout the entire selection process.

3.7 ADDITIONAL INFORMATION

3.7.1 The award will be made to the most responsible, responsive and reliable vendor, not necessarily the lowest overall cost but the best service to the County and other entities of the covered response areas.

3.7.2 The County shall contract with a single entity for the provision of this RFP as specified in this RFP.

- 3.7.3** The County reserves the right to schedule site visits to the vendor's facilities or a current operational site in order to assess the capability and ability of the vendor to fulfill the requirements of this RFP.
- 3.7.4** If during the evaluation process, the County is unable to determine a vendor's ability to perform, the County has the option of requesting the vendor's ability. The vendor will be notified and permitted five working days to comply with any such request.
- 3.7.5** The County reserves the right to cancel this solicitation at any time, prior to or after the submittal deadline.
- 3.7.6** Vendors may be invited to make oral presentations to the County's Ambulance Committee.

3.8 TERM
The contract shall commence 00:00:01 AM, _____, 2008 through 24:00 hours _____, 2013.

3.9 PERFORMANCE REVIEW

- 3.9.1** The County Ambulance Committee shall conduct a monthly evaluation of the performance of the Contractor, which shall be conducted by the EMS Coordinator and the QRC, utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations as directed by the QRC. This will include but not be limited to issues of mere compliance with the terms of the contract.
- 3.9.2** The Contractor's performance should exceed the minimum requirements of the contract.

3.10 RENEWAL OPTION

- 3.10.1** The contract may be renewed for up to two (2) additional one (1) year terms upon written agreement of the parties. This option shall be exercised only if the Contractor is successful in completing the Performance Reviews outlined above and in the contract.
- 3.10.2** Price may be adjusted as provided within the contract. Price negotiations are not acceptable as a term of renewal.

3.11 COMPENSATION

- 3.11.1** The County agrees to compensate the Contractor for professional services as provided within the terms and conditions of the contract. Any requested subsidy must have a defined end point, and payback option.
- 3.11.2** Vendor must provide detailed costing information, including a complete, itemized price breakdown for each major component or functional capability, implementation and training. Cost proposals must include everything necessary for completion and fulfillment of the terms of this RFP.

3.11.3 No additional charges will be allowed unless so specified in this RFP.

3.12 RESPONSE DAMAGES

In each monthly period (beginning on the first day of each month), and commencing on the first day of operations, not less than one hundred percent (100%) of the Contractor's responses to emergency requests shall be performed as set forth in the RFP.

Failure of the Contractor to meet response time requirements may result in a deduction from the monthly operating fee based on the following:

- Between the Alabama state line and Leoma Elementary School on Hwy 43 and extending east and west to the county lines: 6-8 minutes response
- Between Leoma Elementary School and Ethridge Elementary School and extending east and West to the County lines: 6-8 minutes response
- Between Ethridge Elementary School and the Maury County Line and extending East and West to the County lines: 6-8 minutes response

Percentage of responses to emergency requests which satisfy response requirements:

Damages per monthly period (damages are cumulative)

100%

ALS Responses = No penalty

<100% but >90%

ALS Responses = \$2500.00 penalty

<90 % but >80%

ALS Responses = \$5000.00 penalty

<80%

ALS Responses = \$10,000 penalty and immediate review for possible contract termination.

3.12.1 SPECIFIC PERFORMANCE DAMAGES

Ambulance availability. The Contractor's failure to provide available ambulances as required in the RFP may result in a deduction from the monthly operating fee paid (subsidy) to the Contractor. Damages may be assessed, per hour as follows:

Ambulance availability level:
<2 (two) ALS units in county

Damages (cumulative)
\$1000.00/per hour

3.13 DEFINITIONS

3.13.1 The terms “vendor”, “organization”, “vendor”, “providers”, and “contractor” shall all refer to the service provider to be selected pursuant to this RFP.

3.13.2 The term “County” shall refer to Lawrence County, Tennessee, a geographic and political subdivision of the State of Tennessee, and governed by a charter form of government, and collectively the unincorporated areas of Lawrence County and the incorporated municipalities (also referred to as entities) of Loretto, Lawrenceburg, Iron City, Saint Joseph, Ethridge, Tennessee.

3.13.3 The term “Contract” shall refer to the ambulance services contract attached to this RFP. The successful Vendor will be expected to execute the contract in the same form and content.

3.13.4 The term “EMS Coordinator” shall refer to the Lawrence County 911 Emergency Communications Center Director.

3.13.5 The term “entity” shall refer to the municipalities taking part in the contract.

3.13.6 The term “QRC” refers to the Quality Review Council comprised of the Lawrence County Ambulance Committee, one member of each municipality, an appointee of the County Executive, the Chief of the Lawrence County Fire Association, along with a non-voting member who shall be a representative of the Contractor.

3.14 CERTIFICATE OF INSURANCE

The provider will be required to provide a certificate of insurance, in accordance with the insurance requirements contained in the Contract, prior to execution of a contract or commencement of any work under the contract.

3.15 INTERPRETATIONS AND CLARIFICATIONS

No oral interpretations will be made to any Vendors as to the meaning of specifications or any other contract documents. All addenda shall become part of the contract documents.

3.16 PERFORMANCE BOND

The successful Vendor must supply a Performance Bond, or irrevocable letter of credit, in the amount of 100% of the yearly subsidy price for each year that the contract is in effect. The County reserves the right to reduce bonding requirements. Contractor shall provide and pay for all costs associated with this bond. Bond reduction will occur only at contract renewal time and is based upon satisfactory contract performance, as determined by the County in its sole discretion.

3.17 CONFIDENTIAL AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received may be made available to the public. Proposals received will be subject to State of Tennessee's Public Information Act. Vendors should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

SECTION IV PROPOSAL FORMAT

To facilitate the review process, the following guidelines shall be adhered to:

4.1 AN INTRODUCTION TO THE PROPOSAL

Vendors should provide a brief understanding of the County's needs and the vendor's capability to perform the services described in this RFP.

4.2 A SIGNED STATEMENT AUTHORIZING SUBMISSION OF THE PROPOSAL

4.3 VENDOR INFORMATION

Name, address, contact person, telephone number, fax number, and Vendor's Tennessee sales tax number (if applicable)

4.4 VENDOR AND COMPANY HISTORY

Years in business, nature of business, location(s) of business, location of headquarters, number of employees, nature of business plan (in relation to continued growth).

4.5 FINANCIAL INFORMATION

Have you, or your parent company, filed for bankruptcy within the last five (5) years? If yes, please identify the date and the court where the filing was made. Please list any additional information you deem relevant to the bankruptcy proceedings. Please attach an audited financial statement from for the preceding three (3) years.

4.6 DETAILS OF PROPOSED ARRANGEMENT FOR A EXCLUSIVE PROVIDER CONTRACT

Exclusive provider contract: Contractor will be responsible for all emergency requests for transports from the ambulance service contract area.

4.7 COST PROPOSAL

Vendor's cost proposal shall include the (1) cost to the County (subsidy); (2)Subsidy end point and pay back options; (3) charges for services to citizens for Emergency ALS Base Transport, Non-Emergency BLS Base Transport, and additional charges; and (4) a mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted)

4.8 INITIALED COPY OF ORIGINAL RFP

Attach an initialed copy of the original RFP to the proposal. Initial in the space provided at the bottom right corner of the RFP.

SECTION V: PROPOSAL EVALUATION AND REVIEW PROCESS

- 5.1** The County's Ambulance committee shall review all the submitted RFP's. The Committee will select one contractor for submission to the County Executive.
- 5.2** The committee's recommendation will be forwarded to the County Executive for discussion and approval. If the County Executive approves the selection, the recommendation is forwarded to the Lawrence County Board of Commissioners, for discussion and approval. If at any time the selected proposal, is not forwarded for approval, the Ambulance Committee may then forward their next choice through the approval process.

Resolution to distribute the request for proposals for an Emergency
Ambulance Service in Lawrence County

DISTRICT	COMMISSIONERS	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
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			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
		TOTAL		10	7	0	17	1

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION TO ADOPT THE UPDATED FIVE YEAR STRATEGIC
ECONOMIC DEVELOPMENT PLAN

WHEREAS, the Three-Star Program was developed to meet the needs and challenges of the evolving economic environment in urban and rural communities and to partner with communities to create opportunities for sustained economic growth; and

WHEREAS, communities seeking certification as a Three-Star community must meet certain criteria, including the adoption of a five-year strategic economic development plan; and

WHEREAS, in achieving the mission of the Three-Star Program, the Department of Economic and Community Development commits to assist communities in developing and implementing a strategic economic plan;

NOW, THEREFORE, BE IT RESOLVED, by the Legislative Body of Lawrence County, Tennessee, meeting in regular session at Lawrenceburg, Tennessee, that:

SECTION 1. The legislative body of Lawrence County hereby adopts the five-year strategic economic development plan attached hereto.

SECTION 2. The strategic economic development plan includes the county's economic goals in promoting economic growth, a plan to accomplish those goals and a projected timeline in achieving those goals.

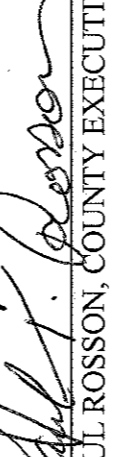
SECTION 3. The strategic economic development plan addresses the county's goals pertaining to existing industry, manufacturing recruitment, workforce development, retail/service, tourism, agriculture, infrastructure assessment and educational assessment.

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

Passed this 23rd day of September, 2008.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

2008

Lawrence County, TN

2008 Three-Star Five Year Strategic Plan



SELECTLAWRENCE
RIGHT CHOICE . RIGHT HERE . RIGHT NOW

6522

LAWRENCE COUNTY, TENNESSEE
Economic Development Plan

Chad Chancellor, Executive Director
Lawrence County Chamber of Commerce

Beth Keaton, Three Star Program Coordinator

Committee Chairs:

Beth Keaton
Education
Beautification

Daphene Cope
Tourism

Rose Boyd
Health

Lawrence County 5 Year Plan			Beautification			
Goals/Actions	2008	2009	2010	2011	2012	Responsible Parties
<p><u>Goal: Revitalize and beautify</u> <u>Strategic Action Steps:</u></p> <ul style="list-style-type: none"> ➤ Maintain Main Street Certification ➤ Encourage rehabilitation of existing buildings in the Main Street district ➤ Maintain Historic Character of downtown businesses (all Municipalities) ➤ Promote Beautification Plan with decorating theme and awards. ➤ Enhance landscape and streetscape projects (municipalities) ➤ Continue to administer litter grant (TDOT) ➤ Encourage businesses and homeowners to keep properties clean and litter-free 12 months of the year ➤ Encourage citizens to recycle ➤ Promote & educate through media, community organizations, and students 	X	X	X	X	X	<p><u>Lawrence County Beautification Committee</u></p> <ul style="list-style-type: none"> ▪ Lawrence Co. Solid Waste Management ▪ Lawrenceburg Beautification Board ▪ Main Street Lawrenceburg ▪ Loretto Lift-up ▪ St. Joe Beautification ▪ Master Gardeners ▪ County Council of Community Clubs ▪ FCE ▪ Lawrence County Senior Citizens ▪ Local Government

Lawrence County 5 Year Plan			Leadership Development			
Goals/Actions	2008	2009	2010	2011	2012	Responsible Parties
<p><u>Goal: Increase Community involvement from Business and Industry leaders.</u></p> <p><i>Strategic Action Steps:</i></p> <ul style="list-style-type: none"> ➤ Participation with School-To-Work Committee ➤ Participation on local boards ➤ Participation with School's Improvement Plan ➤ Network with other economic development organizations ➤ Continue to annually support, coordinate and implement Youth and Adult Leadership Lawrence County 	X	X	X	X	X	<p><i>Lawrence County Chamber of Commerce</i></p> <p><i>Lawrence County & Municipalities</i></p> <p><i>Lawrence County Board of Education</i></p>

Lawrence County 5 Year Plan			Education			
Goals/Actions	2008	2009	2010	2011	2012	Responsible Parties
<p>Goal: Strive to meet and/or exceed Three Star</p> <p>Benchmarks</p> <p><i>Strategic Action Steps:</i></p> <ul style="list-style-type: none"> ➤ SACS Accreditation for all K-12 Schools ➤ Highly Qualified Staff ➤ Graduation Rate ➤ ACT ➤ Voluntary Pre-K Programs ➤ Adult High School ➤ Local & Regional P-16 Council ➤ Education Foundation ➤ Imagination Library ➤ TN Scholars 	X	X	X	X	X	<p><i><u>Education Committee</u></i></p> <p><i>Lawrence County School System</i></p> <p><i>Lawrence County Education Foundation</i></p> <p><i>Lawrence County Chamber of Commerce</i></p> <p><i>Columbia State Community College</i></p> <p><i>TN Technology Centers</i></p> <p><i>Adult Learning Center</i></p> <p><i>Local Businesses & Industries</i></p> <p><i>Parents</i></p>

Lawrence County 5 Year Plan		Workforce Development				
Goals/Actions	2008	2009	2010	2011	2012	Responsible Parties
<p><u>Goal: Strive to meet and/or exceed Three Star Benchmark</u> <i>Strategic Action Steps:</i></p> <ul style="list-style-type: none"> - Create School-To-Work Committee - Recruit soon-to-be college graduates home for jobs - Develop a concise list of training programs & providers - Promote use of Career Center - Promote participation in WEOC - Encourage Drug Free Workplace - Encourage GED Completion Rates 	X	X	X	X	X	<p><i>Lawrence County Chamber of Commerce Lawrence County School System Lawrence County Education Foundation Columbia State Community College TN Technology Centers Adult Learning Center Business & Industry Leaders South Central TN Career Center TN Dept. of Labor & Workforce Dev. Parents</i></p>

Lawrence County 5 Year Plan			Economic Development			
Goals/Actions	2008	2009	2010	2011	2012	Responsible Parties
<p>GOAL: <u>Job Creation</u> Strategic Action Steps:</p> <ul style="list-style-type: none"> ➤ Build relationships with regional partners who market our area to prospective industries (State of Tennessee, TVA, MTIDA). ➤ Market Lawrence County with a professional approach to potential investors. ➤ Grow our local industrial buildings and sites inventory. ➤ Attend out of town trade shows which focus on target industries for the area. ➤ Participate in the development and improvement of infrastructure. ➤ Promote existing empty commercial buildings to potential retail investors. ➤ Organize a “familiarization tour” of our area for statewide economic development officials and nationwide corporate real estate consultants. ➤ Systematically build a statistical database which houses economic data needed by site selectors when comparing our area to others. ➤ Standardize our local incentives packages. 	X	X	X	X	X	Lawrence County Chamber of Commerce

Lawrence County 5 Year Plan			Economic Development			
Goals/Actions	2008	2009	2010	2011	2012	Responsible Parties
<p>GOAL: <u>Existing Industry Services</u> <i>Strategic Action Steps:</i></p> <ul style="list-style-type: none"> ➤ Develop a program which focuses on being a “problem solver” for local industries. ➤ Detail incentives and resources available at the state, local, and federal level which are available to help existing industries grow. ➤ Create a “CEO’s” committee which works with the city/county to promote policies which favor business/industry. ➤ Promote industrial leaders to serve on local boards and committees. <p>GOAL: <u>Small Business Development</u> <i>Strategic Action Steps:</i></p> <ul style="list-style-type: none"> ➤ Partner with SBA to provide small business counseling monthly. ➤ Organize a semiannual breakfast with the county executive and mayor to discuss policies which may help small businesses. ➤ Partner with the Career Center to organize “Doing Business with the Government” sessions to make small businesses aware of governmental bidding opportunities. ➤ Display guides to starting and financing your own business in the Chamber office and on the Chamber website. 	X	X	X	X	X	Lawrence County Chamber of Commerce

Lawrence County 5 Year Plan			Economic Development			
Goals/Actions	2008	2009	2010	2011	2012	Responsible Parties
<p>GOAL: <u>Tourism Development</u> Strategic Action Steps:</p> <ul style="list-style-type: none"> - Provide a "front door" for brochures and marketing materials which promote Lawrence County as a tourist's destination. - Convene regular meetings with local and national leaders to promote Lawrence County as the home of "Southern Gospel Music." - Maintain a tourism component to the Chamber's website. - Partner with other organizations to promote the Crockett Theater for events. - Continue to organize 7 Chamber Events and support 14 community events which bring tourists to the area. 	X	X	X	X	X	Lawrence County Chamber of Commerce

Lawrence County 5 Year Plan			Health			
Goals/Actions	2008	2009	2010	2011	2012	Responsible Parties
<p><u>Goal: Improve health care facilities and services for all ages.</u></p> <p><i>Strategic Action Steps:</i></p> <p>Provide the following core health services:</p> <ul style="list-style-type: none"> ➤ Immunizations ➤ Approved water supply ➤ Environmental health protection services ➤ Communicable disease control and prevention ➤ Women, infants, and Children Nutrition Program (WIC) ➤ Access to the following services: In-home services, alcohol and drug abuse service ➤ Lawrence County Health Council priorities: <ul style="list-style-type: none"> ○ Motor vehicle injuries/deaths ○ Substance abuse ○ Obesity/Diabetes ○ Heart disease ○ Family issues/domestic violence) ➤ Provide services for the growing retiree community (transportation, recreation, etc) 	X	X	X	X	X	<p><u>Lawrence County Health Council</u></p> <p><i>Lawrence County Health Department</i></p> <p><i>Crockett Hospital</i></p> <p><i>Home Health Services</i></p> <p><i>Harbor House</i></p> <p><i>Lawrence County Senior Citizens</i></p> <p><i>South Central TN Development District</i></p>

Lawrence County Joint Economic & Community Development Board

At-Large Members

Larry Brown, Chairman
Jonathan Edwards, Vice-Chairman
Jim Parkes, Secretary/Treasurer
Mary Casteel
Barry Doss
Dr. Bill Heath
Joe Reeves
Karen Woodall
Dr. Michael Boyd
Phillip Hood
Kevin Hathaway

Ex-Officio Members

Paul Rosson, County Executive
Mayor Keith Durham, Lawrenceburg
Mayor Ronnie McMasters, Loretto
Mayor Davaid Workman, Ethridge
Mayor David Green, St. Joseph
Mayor Anthony Purser, Iron City

Resolution to approve the Three Star Program Five Year Strategic Plan

DISTRICT	COMMISSIONERS	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	Niedergeses, Mark							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			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
		TOTAL		17	0	0	17	1

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

Comments:

RESOLUTION NO. 2008092311

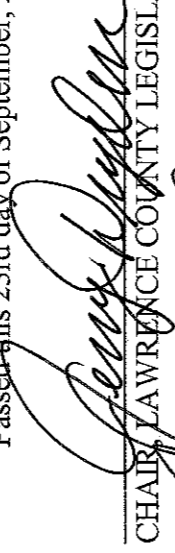
RESOLUTION TO CONFIRM RE-APPOINTMENT OF TWO MEMBERS TO
LAWRENCEBURG/LAWRENCE COUNTY MUNICIPAL AIRPORT BOARD

WHEREAS, there are vacancies on the Lawrenceburg/Lawrence County Municipal Airport Board and Dr. Michael Boyd and John Franks have been re-appointed by the County Executive to serve on the Lawrenceburg/Lawrence County Municipal Airport Board.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 23rd day of September, 2008, that Dr. Michael Boyd is re-appointed to serve a two year term expiring July, 2010, and John Franks is re-appointed to serve a three year term expiring July 2011, and are confirmed as members of the Lawrenceburg/Lawrence County Municipal Airport Board.

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

Passed ~~this~~ 23rd day of September, 2008.



CHAIR, LAWRENCE COUNTY LEGISLATIVE BODY



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY TN RESOLUTION NO: 2008092311

Resolution to confirm re-appointment of two members to
Lawrenceburg/Lawrence County Municipal Airport Board

DISTRICT	COMMISSIONERS	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	Niedergeses, Mark							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			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. 20080923/2

COUNTY FLOOD DAMAGE PREVENTION RESOLUTION

ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

Section A. Statutory Authorization

The Legislature of the State of Tennessee has in Sections 13-7-101 through 13-7-115, Tennessee Code Annotated delegated the responsibility to the county legislative body to adopt floodplain regulations designed to minimize danger to life and property and to allow its citizens to participate in the National Flood Insurance Program. Therefore, the Board of County Commissioners of Lawrence County, Tennessee, does resolve as follows:

Section B. Findings of Fact

1. The Lawrence County Board of County Commissioners wishes to maintain eligibility in the National Flood Insurance Program and in order to do so must meet the requirements of 60.3 of the Federal Insurance Administration Regulations found at 44 CFR Ch. 1 (10-1-04 Edition).
2. Areas of Lawrence County are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
3. These flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, flood-proofed, or otherwise unprotected from flood damages.

Section C. Statement of Purpose

It is the purpose of this Resolution to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas. This Resolution is designed to:

1. Restrict or prohibit uses which are vulnerable to water or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;

2. Require that uses vulnerable to floods, including County facilities, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation floodwaters;
4. Control filling, grading, dredging and other development which may increase flood damage or erosion, and;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

Section D. Objectives

The objectives of this Resolution are:

1. To protect human life, health and property;
2. To minimize expenditure of public funds for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodable areas;
6. To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize blight in flood areas;
7. To ensure that potential homebuyers are notified that property is in a floodable area; and
8. To maintain eligibility for participation in the National Flood Insurance Program.

ARTICLE II. DEFINITIONS

Unless specifically defined below, words or phrases used in this Resolution shall be interpreted as to give them the meaning they have in common usage and to give this Resolution its most reasonable application given its stated purpose and objectives.

"Accessory Structure" shall represent a subordinate structure to the principal structure and, for the purpose of this section, shall conform to the following:

1. Accessory structures shall not be used for human habitation.
2. Accessory structures shall be designed to have low flood damage potential.
3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
4. Accessory structures shall be firmly anchored to prevent flotation which may result in damage to other structures.
5. Service facilities such as electrical and heating equipment shall be elevated or floodproofed.

"Act" means the statutes authorizing the National Flood Insurance Program that are incorporated in 42 U.S.C. 4001-4128.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by an independent perimeter load-bearing wall shall be considered "New Construction".

"Appeal" means a request for a review of the local enforcement officer's interpretation of any provision of this Resolution or a request for a variance.

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. (Such flooding is characterized by ponding or sheet flow.)

"Area of Special Flood-related Erosion Hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

"Area of Special Flood Hazard" is the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in

preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, AI-30, AE or A99.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means that portion of a building having its floor subgrade (below ground level) on all sides.

"Breakaway Wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

"Building", means any structure built for support, shelter, or enclosure for any occupancy or storage (See **"Structure"**)

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of equipment or materials.

"Elevated Building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of fill, solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Emergency Flood Insurance Program" or **"Emergency Program"** means the program as implemented on an emergency basis in accordance with section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

"Erosion" means the process of the gradual wearing away of landmasses. This peril is not per se covered under the Program.

"Exception" means a waiver from the provisions of this Resolution which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Resolution.

"Existing Construction" means any structure for which the "start of construction" commenced before the effective date of the first floodplain management code or Resolution adopted by the community as a basis for that community's participation in the National Flood Insurance Program (NFIP).

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction

of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or Resolution adopted by the community as a basis for that community's participation in the National Flood Insurance Program (NFIP)).

"Existing Structures" see "Existing Construction".

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters;
2. The unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Elevation Determination" means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by the Federal Emergency Management Agency, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

"Flood Insurance Study" is the official report provided by the Federal Emergency Management Agency, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

"Floodplain" or "Flood-prone Area" means any land area susceptible to being inundated by water from any source (see definition of "flooding").

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Flood Protection System" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Flood-related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related Erosion Area" or "Flood-related Erosion Prone Area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

"Flood-related Erosion Area Management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and flood plain management regulations.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Floor" means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction.

The term does not include the floor of a garage used solely for parking vehicles.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminary determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that has been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior, or
 - b. Directly by the Secretary of the Interior.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound

engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system, which consists of a levee, or levees, and associated structures, such as closure, and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Resolution.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term **"Manufactured Home"** does not include a **"Recreational Vehicle"**, unless such transportable structures are placed on a site for 180 consecutive days or longer.

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by the Agency.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Resolution, the term is synonymous with National Geodetic Vertical Datum (NGVD) or other datum, to which base flood elevations (BFE) shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

"New Construction" means any structure for which the "start of construction" commenced after the effective date of this Resolution or the effective date of the first floodplain management Resolution and includes any subsequent improvements to such structure.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the

pouring of concrete pads) is completed after the effective date of this Resolution or the effective date of the first floodplain management Resolution and includes any subsequent improvements to such structure.

"North American Vertical Datum (NAVD)" as corrected in 1988 is a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year Flood" see "Base Flood".

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

"Recreational Vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special Hazard Area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHB or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. (Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does

it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" The Tennessee Department of Economic and Community Development's, Local Planning Assistance Office as designated by the Governor of the State of Tennessee at the request of the Administrator to assist in the implementation of the National Flood Insurance Program for the state.

"Structure", for purposes of this section, means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other man-made facilities or infrastructures.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial Improvement" means any repairs, reconstruction's, rehabilitation's, additions, alterations or other improvements to a structure, taking place during a 5-year period, in which the cumulative cost equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed.

For the purpose of this definition, "Substantial Improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially Improved Existing Manufactured Home Parks or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this Resolution which permits construction in a manner otherwise prohibited by this Resolution where specific enforcement would result in unnecessary hardship.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Resolution is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE III. GENERAL PROVISIONS

Section A. Application

This Resolution shall apply to all areas within the unincorporated area of Lawrence County, Tennessee.

Section B. Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the Lawrence County, Tennessee, Federal Emergency Management Agency, Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Number 47099C0020C, 0030C, 0035C, 0040C, 0045C, 0065C, 0070C, 0090C, 0115C, 0135C, 0145C, 0155C, 0160C, 0163C, 0164C, 0165C, 0168C, 0170C, 0180C, 0190C, 0205C, 0210C, 0215C, 0220C, 0230C, 0235C, 0240C, 0245C, 0251C, 0252C, 0253C, 0256C, 0260C, 0265C, 0270C, 0290C, 0305C, 0310C, 0315C, 0320C, 0330C, 0335C, 0340C, 0345C, 0360C, 0365C, 0370C, 0380C, 0390C, dated January 2, 2009, along with all supporting technical data, are adopted by reference and declared to be a part of this Resolution.

Section C. Requirement for Development Permit

A development permit shall be required in conformity with this Resolution prior to the commencement of any development activities.

Section D. Compliance

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Resolution and other applicable regulations.

Section E. Abrogation and Greater Restrictions

This Resolution is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Resolution conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

Section F. Interpretation

In the interpretation and application of this Resolution, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

Section G. Warning and Disclaimer of Liability

The degree of flood protection required by this Resolution is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Resolution does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Resolution shall not create liability on the part of Lawrence County, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Resolution or any administrative decision lawfully made hereunder.

Section H. Penalties for Violation

Violation of the provisions of this Resolution or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Lawrence County, Tennessee from taking such other lawful actions to prevent or remedy any violation.

ARTICLE IV. ADMINISTRATION

Section A. Designation of Resolution Administrator

The Building Official is hereby appointed as the Administrator to implement the provisions of this Resolution.

Section B. Permit Procedures

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. Application stage

- a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where BFE's are available, or to the highest adjacent grade when applicable under this Resolution.
- b. Elevation in relation to mean sea level to which any non-residential building will be flood-proofed where BFE's are available, or to the highest adjacent grade when applicable under this Resolution.
- c. Design certificate from a registered professional engineer or architect that the proposed non-residential flood-proofed building will meet the flood-proofing criteria in Article IV. Section B.
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

2. Construction Stage

Within unnumbered A zones, where flood elevation data are not available, the Administrator shall record the elevation of the lowest floor on the development permit. The elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade..

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the regulatory floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing. Within unnumbered A zones, where flood elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade.

Any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a registered land surveyor and certified by same. When floodproofing is utilized for a non-residential building said certification shall be prepared by or under the direct supervision of, a professional engineer or architect and certified by same.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

Section C. Duties and Responsibilities of the Administrator

Duties of the Administrator shall include, but not be limited to:

1. Review of all development permits to assure that the permit requirements of this Resolution have been satisfied, and that proposed building sites will be reasonably safe from flooding.
2. Advice to permittee that additional federal or state permits may be required, and if specific federal or state permit requirements are known, require that copies of such permits be provided and maintained on file with the development permit. This shall include Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U. S. C. 1334.
3. Notification to adjacent communities and the Tennessee Department of Economic and Community Development, Local Planning Assistance Office, prior to any alteration or relocation of a watercourse, and submission of evidence of such notification to the Federal Emergency Management Agency.
4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to the

Federal Emergency Management Agency to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.

5. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable of the lowest floor including basement of all new or substantially improved buildings, in accordance with Article IV. Section B.
6. Record the actual elevation; in relation to mean sea level or the highest adjacent grade, where applicable to which the new or substantially improved buildings have been flood-proofed, in accordance with Article IV. Section B.
7. When flood proofing is utilized for a structure, the Administrator shall obtain certification of design criteria from a registered professional engineer or architect, in accordance with Article IV. Section B.
8. Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Resolution.
9. When base flood elevation data or floodway data have not been provided by the Federal Emergency Management Agency then the Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the Community FIRM meet the requirements of this Resolution.

Within unnumbered A zones, where base flood elevations have not been established and where alternative data is not available, the Administrator shall require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (lowest floor and highest adjacent grade being defined in Article II of this Resolution). All applicable data including elevations or flood proofing certifications shall be recorded as set forth in Article IV. Section B.

10. All records pertaining to the provisions of this Resolution shall be maintained in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Resolution shall be maintained in a separate file or marked for expedited retrieval within combined files.

ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION

Section A. General Standards

In all flood prone areas the following provisions are required:

1. New construction and substantial improvements to existing buildings shall be anchored to prevent flotation, collapse or lateral movement of the structure;
2. Manufactured homes shall be elevated and anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces;
3. New construction and substantial improvements to existing buildings shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction or substantial improvements to existing buildings shall be constructed by methods and practices that minimize flood damage;
5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of

this Resolution, shall meet the requirements of "new construction" as contained in this Resolution; and,

10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Resolution, shall be undertaken only if said non-conformity is not further extended or replaced.

Section B. Specific Standards

These provisions shall apply to ALL Areas of Special Flood Hazard as provided herein:

1. Residential Construction. Where base flood elevation data is available, new construction or substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated no lower than one (1) foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls and to ensure unimpeded movement of floodwater shall be provided in accordance with the standards of Article V. Section B.

Within unnumbered A zones, where base flood elevations have not been established and where alternative data is not available, the Administrator shall require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (lowest floor and highest adjacent grade being defined in Article II of this Resolution). All applicable data including elevations or flood proofing/certifications shall be recorded as set forth in Article IV. Section B.

2. Non-Residential Construction. New construction or substantial improvement of any commercial, industrial, or non-residential building, when BFE data is available, shall have the lowest floor, including basement, elevated or floodproofed no lower than one (1) foot above the level of the base flood elevation.

Within unnumbered A zones, where base flood elevations have not been established and where alternative data is not available, the Administrator shall require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (lowest floor and highest adjacent grade being defined in Article II of this Resolution). All applicable data including elevations or flood-proofing certifications shall be recorded as set forth in Article IV. Section B.

Buildings located in all A-zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Article IV. Section B.

3. Elevated Building. All new construction or substantial improvements to existing buildings that include ANY fully enclosed areas formed by foundation and other exterior walls below the base flood elevation, or required height above the highest adjacent grade, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria.

1) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

2) The bottom of all openings shall be no higher than one foot above the finish grade; and

3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.

b. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the elevated living area (stairway or elevator); and

c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms in such a way as to impede the movement of floodwaters and all such petitions shall comply with the provisions of Article V. Section B. of this Resolution.

4. Standards for Manufactured Homes and Recreational Vehicles

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction, including elevations and anchoring.
- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - 1) When base flood elevations are available the lowest floor of the manufactured home is elevated on a permanent foundation no lower than one (1) foot above the level of the base flood elevation;
or,
 - 2) Absent base flood elevations the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements) at least three (3) feet in height above the highest adjacent grade.
- c. Any manufactured home which has incurred "substantial damage" as the result of a flood or that has substantially improved must meet the standards of Article V. Section B. 4 of this Resolution.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed on identified flood hazard sites must either:
 - 1) Be on the site for fewer than 180 consecutive days;
 - 2) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions.
 - 3) The recreational vehicle must meet all the requirements for new construction, including the anchoring and elevation requirements of this

section above if on the site for longer than 180 consecutive days.

5. Standards for Subdivisions

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed new development is in a flood-prone area, any such proposals shall be reviewed to ensure that:

- a. All subdivision proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. Base flood elevation data shall be provided for subdivision proposals and other proposed developments (including manufactured home parks and subdivisions) that are greater than fifty lots and/or five acres in area.

Section C. Standards for Areas of Special Flood Hazard with Established Base Flood Elevations and With Floodways Designated

Located within the Areas of Special Flood Hazard established in Article III. Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

1. Encroachments are prohibited, including earthen fill material, new construction, substantial improvements or other developments within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the cumulative effect of the proposed encroachments or new development, when combined with all other existing and anticipated development, shall not result in ANY increase the water surface elevation of the base flood level, velocities or floodway widths during the occurrence of a base flood discharge at any point

within the community. A registered professional engineer must provide supporting technical data and certification thereof.

2. New construction or substantial improvements of buildings shall comply with all applicable flood hazard reduction provisions of Article V.

Section D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated

Located within the Areas of Special Flood Hazard established in Article III. Section B, where streams exist with base flood data provided but where no floodways have been designated, (Zones AE) the following provisions apply:

1. No encroachments, including fill material, new structures or substantial improvements shall be located within areas of special flood hazard, unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
2. New construction or substantial improvements of buildings shall be elevated or flood-proofed to elevations established in accordance with Article V. Section B.

Section E. Standards for Streams without Established Base Flood Elevations or Floodways (A Zones)

Located within the Areas of Special Flood Hazard established in Article III, where streams exist, but no base flood data has been provided (A Zones), OR where a Floodway has not been delineated, the following provisions shall apply:

1. When base flood elevation data or floodway data have not been provided in accordance with Article III, then the Administrator shall obtain, review and reasonably utilize any scientific or historic base flood elevation and floodway data available from a Federal, State or other source, in order to administer the provisions of Article V. ONLY if data is not available from these sources, then the following provisions (2 & 3) shall apply:
2. No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet, whichever is greater, measured

from the top of the stream bank, unless certification by registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.

3. In special flood hazard areas without base flood elevation data, new construction or substantial improvements of existing shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the standards of Article V, Section B, and "Elevated Buildings".

Section F. Standards For Areas of Shallow Flooding (AO and AH Zones)

Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one to three feet (1'-3') where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply:

1. All new construction and substantial improvements of residential and non-residential buildings shall have the lowest floor, including basement, elevated to at least one (1') foot above the flood depth number specified on the Flood Insurance Rate Map (FIRM), in feet, above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated, at least three (3) feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of Article V, Section B, and "Elevated Buildings".
2. All new construction and substantial improvements of nonresidential buildings may be flood-proofed in lieu of elevation. The structure together with attendant utility and sanitary facilities must be flood proofed and designed watertight to be completely flood-proofed to at least one (1') foot above the specified FIRM flood level, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic

loads and the effects of buoyancy. If no depth number is specified, the lowest floor, including basement, shall be flood proofed to at least three (3) feet above the highest adjacent grade. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this Resolution and shall provide such certification to the Administrator as set forth above and as required in Article IV, Section B.

3. Adequate drainage paths shall be provided around slopes to guide floodwaters around and away from proposed structures.
4. The Administrator shall certify the elevation or the highest adjacent grade, where applicable, and the record shall become a permanent part of the permit file.

Section G. Standards For Areas Protected by Flood Protection System (A-99 Zones)

Located within the areas of special flood hazard established in Article III. Are areas of the 100-year floodplain protected by a flood protection system but where base flood elevations and flood hazard factors have not been determined. Within these areas (A-99 Zones) all provisions of Article IV. and Article V. Section A. shall apply.

Section H. Standards for Unmapped Streams

Located within Lawrence County, Tennessee are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams the following provisions shall apply:

1. In areas adjacent to such unmapped streams, no encroachments including fill material or structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.
2. When new elevation data is available, new construction or substantial improvements of buildings shall be elevated or flood proofed to elevations established in accordance with Article IV.

ARTICLE VI. VARIANCE PROCEDURES

The provisions of this section shall apply exclusively to Areas of Special Flood Hazard within the unincorporated areas of Lawrence County, Tennessee.

Section A. Board of Appeals

1. Creation and Appointment

A Board of Appeals is hereby established which shall consist of five (5) members appointed by the Chief Executive Officer. The term of membership shall be four (4) years except that the initial individual appointments to the Board of Appeals shall be terms of one, two, and three years respectively. Vacancies shall be filled for any unexpired term by the Chief Executive Officer.

2. Procedure

Meetings of the Board of Appeals shall be held at such times as the Board shall determine. All meetings of the Board of Appeals shall be open to the public. The Board of Appeals shall adopt rules of procedure and shall keep records of applications and actions thereon, which shall be a public record. Compensation of the members of the Board of Appeals shall be set by the Legislative Body.

3. Appeals: How Taken

An appeal to the Board of Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Resolution. Such appeal shall be taken by filing with the Board of Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of zero dollars for the cost of publishing a notice of such hearings shall be paid by the appellant. The Administrator shall transmit to the Board of Appeals all papers constituting the record upon which the appeal action was taken. The Board of Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than fifteen (15) days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

4. Powers

The Board of Appeals shall have the following powers:

a. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in the carrying out or enforcement of any provisions of this Resolution.

b. Variance Procedures

In the case of a request for a variance the following shall apply:

- 1) The Lawrence County Board of Appeals shall hear and decide appeals and requests for variances from the requirements of this Resolution.
- 2) Variances may be issued for the repair or rehabilitation of historic structures (see definition) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the Board of Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Resolution, and:
 - a) The danger that materials may be swept onto other property to the injury of others;
 - b) The danger to life and property due to flooding or erosion;
 - c) The susceptibility of the proposed facility and its contents to flood damage;
 - d) The importance of the services provided by the proposed facility to the County;
 - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent facility;

- f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site, and;
 - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- 4) Upon consideration of the factors listed above, and the purposes of this Resolution, the Board of Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Resolution.
- 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Section B. Conditions for Variances

1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard; and in the instance of a historical building, a determination that the variance is the minimum relief necessary so as not to destroy the historic character and design of the building.
2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Resolutions.
3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to

construct a structure below the base flood level will result in increased premium rates for flood insurance, and that such construction below the base flood level increases risks to life and property.

4. The Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

ARTICLE VII. LEGAL STATUS PROVISIONS

Section A. Conflict with Other Resolutions

In case of conflict between this Resolution or any part thereof, and the whole or part of any existing or future Resolution of Lawrence County, Tennessee, the most restrictive shall in all cases apply.

Section B. Validity

If any section, clause, provision, or portion of this Resolution shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Resolution which is not of itself invalid or unconstitutional.

Section C. Effective Date

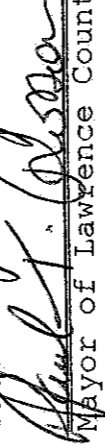
This Resolution shall become effective immediately after its passage, by Lawrence County, Tennessee, the public welfare demanding it.

Recommended by the Lawrence County, Tennessee Regional planning Commission.

Date _____

Approved and adopted by the Lawrence County, Tennessee Board of County Commissioners



Date _____

Mayor of Lawrence County, Tennessee

Attest: 
County Clerk

LAWRENCE COUNTY TN RESOLUTION NO: 2008092312

Resolution approving Flood Damage Prevent to maintain eligibility in the National Flood Insurance Program

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.		X	X			X	
5	Sanders, John C., Jr.	X		X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergeses, Mark							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			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
		TOTAL		17	0	0	17	1

TYPE OF VOTE: X Voice Roll Call

Comments:

RESOLUTION NO. 2008092313

RESOLUTION TO APPROVE MUTUAL AID AGREEMENT BETWEEN THE NATIONAL
PARK SERVICE, NATCHEZ TRACE PARKWAY AND THE LAWRENCE COUNTY
SHERIFF'S DEPARTMENT


WHEREAS, pursuant to the Interlocal Cooperation Act as set forth in T.C.A. § 12-9-101, *et seq.*, county governments are authorized to enter into mutual aid agreements with other public agencies including any agency of the United States; and

WHEREAS, the United States Department of the Interior, National Parks Service, has requested the Lawrence County Sheriff's Department to enter into a mutual aid agreement between the National Park Service, Natchez Trace Parkway and the Lawrence County Sheriff's Department.


NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the Lawrence County Sheriff is authorized to enter into the "General Agreement Between National Parks Service, Natchez Trace Parkway and Lawrence County Sheriff's Department" attached hereto as Exhibit A.

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

Passed this 23rd day of September, 2008.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: ERNIE GARNER

**GENERAL AGREEMENT
BETWEEN
NATIONAL PARK SERVICE,
NATCHEZ TRACE PARKWAY
AND
LAWRENCE COUNTY SHERIFF'S DEPARTMENT
LAWRENCEBURG, TENNESSEE**

This General Agreement is entered into between the National Park Service (NPS), Natchez Trace Parkway (Parkway), an agency of the United States Department of the Interior, and the Lawrence County Sheriff's Department (Sheriff's Department) (hereinafter collectively referred to as the Partners) for the purpose of identifying the respective roles and responsibilities of both parties in implementing agreed to activities for the mutual benefit of the Partners.

Article I. Legal Authority

The authorities for the NPS to enter into and conduct the activities contained within this General Agreement are:

16 U.S.C. § 1-3 -- General Authority to Take Actions That Promote and Regulate Units of the National Park System -- The NPS Organic Act directs the Secretary of the Interior to promote and regulate National Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely conservation of the scenery and natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

16 U.S.C. § 1a 6 -- Law Enforcement Personnel within the National Park System -- The Secretary of the Interior is authorized to designate officers and employees of any other Federal agency or law enforcement personnel of any State or political subdivision thereof to act as special policemen in areas of the National Park System when supplemental law enforcement personnel may be needed, and to cooperate with any State or political subdivision thereof in the enforcement of the laws or ordinances of that State or political subdivision.

16 U.S.C. § 1b -- Emergency Assistance -- The Secretary of the Interior is authorized to render emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System.

Article II. Background and Objectives

The Natchez Trace Parkway was established by Congress as a unit of the National Park System on May 18, 1938, in order to memorialize the Old Natchez Trace through the provision of a modern Parkway. Construction of the Parkway and related facilities spanned the subsequent decades until completion of the full 444 miles in May of 2005. Additional Congressional action incorporated Ackia Battlefield, Meriwether Lewis National Monument, the Natchez Trace

National Scenic Trail, and the construction of a multiuse trail along the Parkway, into the Natchez Trace Parkway's mission.

The Parkway has the responsibility for the protection of persons and property and the enforcement of the laws and regulations of the United States within the boundaries of the Parkway which includes areas within Lawrence County, Tennessee. The Lawrence County Sheriff's Department has the responsibility for the protection of persons and property and the enforcement of State and local laws and ordinances within Lawrence County. In recognition of the commonality of location and purpose, the Partners are desirous of entering into a General Agreement to provide mutual aid to one another during such times and events that may exceed the immediate capacity of either Partner.

The objective of this General Agreement is to establish the aforementioned partnership and to establish the terms and conditions under which the Partners will assist each other in the protection of persons and property, and the enforcement of laws, regulations, or ordinances within the jurisdictions of the Partners.

Article III. Responsibilities and Understandings of the Partners

A. The Partners jointly agree to:

1. Comply with the provisions of this General Agreement and the terms of applicable laws, regulations, and policies.
2. Make a good faith effort to achieve mutually agreed to objectives and tasks and to resolve any differences that may arise.
3. Work together in close harmony on matters pertaining to prevention and management of incidents and violations, exchange of law enforcement information, radio communications, dispatching, training, public relations, and other public safety matters.
4. Assume the cost of the salaries, workers' compensation and injuries, food, gasoline, and other incidental expenses of its own personnel and equipment involved in mutual aid situations.
5. That should equipment damage occur in a mutual aid situation, each Partner will be responsible for the repair and/or replacement of its own equipment unless otherwise agreed to in advance.
6. That during mutual aid situations, the benefiting Partner will be in command of all personnel. The officer in charge of the assisting Partner personnel shall cooperate fully with the officer directing the operation. Any extended operation will be managed under the Incident Command System.
7. That during mutual aid situations, the Superintendent of the Natchez Trace Parkway or his or her designee shall be the primary contact with the media for events occurring within the jurisdiction of the Parkway, and the Sheriff or his or her designee shall be the primary media

contact for events occurring within the jurisdiction of the Lawrence County Sheriff's Department outside the boundary of the Parkway.

8. That neither the NPS nor the Sheriff's Department will be expected to jeopardize their responsibilities within their own jurisdictions by dispatching an excessive number of personnel to an incident within the jurisdiction of the other Partner.
9. That NPS law enforcement personnel shall wear only the official NPS uniform or, if required, plain clothes. The Sheriff's Department's personnel shall wear only the official Lawrence County Sheriff's Department uniform or, if required, plain clothes.
10. That the Partners will adhere to their respective defensive equipment policies with regard to the wearing and use of weapons and other defensive equipment.
11. That the Partners' personnel shall be governed by and adhere to the standards of conduct promulgated by statute, regulation, and policy of their respective agencies.

B. The Sheriff's Department agrees to:

1. Upon the happening or in anticipation of a mutual aid incident, provide upon request of the Parkway available law enforcement personnel and/or the necessary equipment for cooperation with the Parkway under the terms of this General Agreement.
2. By the signing of this General Agreement, provide authorization for the Parkway to monitor all radio transmissions of the Sheriff's Department and transmit on the Sheriff's Department's assigned frequency for the purpose of providing the mutual aid called for in this General Agreement.

3. Receive and relay to designated NPS personnel, all 911 emergency telephone calls related to incidents occurring within the boundary of the Parkway.

4. Relay all requests for ambulance or wrecker services to use the Natchez Trace Parkway to the Parkway for prior clearance.

C. The Parkway agrees to:

1. Upon the happening or in anticipation of a mutual aid incident, provide upon request of the Sheriff's Department available law enforcement personnel and/or the necessary equipment for cooperation with the Sheriff's Department under the terms of this General Agreement.
2. By the signing of this General Agreement, provide authorization for the Sheriff's Department to monitor all radio transmissions of the Parkway and transmit on the Parkway's assigned frequency for the purpose of providing the mutual aid called for in this General Agreement.
3. Provide the Sheriff's Department with current telephone numbers for after-hours emergency calls.

Article IV. Term of General Agreement

Unless terminated earlier by operation of the terms of this General Agreement, or by agreement of the Partners in writing, this General Agreement shall run for a period of five years beginning on the date the last signature is affixed to this General Agreement.

Article V. Termination

Either Partner may terminate this General Agreement for any reason by giving 30 days written notice to the other Partner. Neither Partner shall be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the 30-day period.

Article VI. Key Officials

The following individuals shall serve as the key officials for execution and administration of this General Agreement. The Partners agree to notify the other Partner of any changes to key officials.

For the National Park Service:

Allen S. Etheridge, Chief Ranger
Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, Mississippi 38804
(662) 680-4014

For the Lawrence County Sheriff's Department:

Kenny Taylor, Sheriff
Lawrence County Sheriff's Department
240 W. Gaines, # 8
Lawrenceburg, TN 38464
(931) 762-3646

Article VII. Liability

The Sheriff's Department assumes liability for and does hereby agree to, save, hold harmless, defend and indemnify the United States of America, its agents, and employees from and against any and all liabilities, obligations, losses, damages, or judgments (including without limitation penalties and fines), claims, actions, suits, costs, and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death, or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, in any way arising out of the activities of the Sheriff's Department, its employees, agents, or contractors under this General Agreement. This indemnification shall survive the termination or expiration of this General Agreement.

Article VIII. Reports

Each Partner agrees to provide to the other Partner incident reports when such reports are needed by the other Partner in the course of providing the aforementioned aid, subject to any legal and policy restraints of each Partner. Release of reports to third parties shall be subject to prior approval by the providing Partner.

Article IX. Required and Miscellaneous Clauses

- A. All activities pursuant or in association with this General Agreement shall be in conducted in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- B. Pursuant to 31 U.S.C. § 1341, nothing contained in this General Agreement shall be construed to obligate the Department of the Interior or the United States to any current or future expenditure of funds in advance of the availability of appropriations from Congress. Nor does this General Agreement obligate the Department of the Interior or the United States to spend funds on any particular project or purpose, even if funds are available.
- C. This General Agreement and performance hereunder is subject to all law, regulations, and policies including those governing NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this General Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this General Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- D. The Sheriff's Department must obtain prior approval through the NPS Key Official for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this General Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. Likewise, the NPS must obtain prior approval through the Sheriff's Department Key Official for any public information releases which refer to the Sheriff's Department, any employee (by name or title), or this General Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.
- E. This General Agreement, including any attachments and or documents incorporated by reference, is the sole and entire agreement of the Partners.
- F. This General Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the Sheriff's Department.

G. The Partners will not seek appropriations from Congress to support any ongoing or proposed Partner activity or project relating to the subject matter of this General Agreement or sub-agreements hereto, including without limitation Federal appropriations for construction, renovation, property acquisition, leasing, administration, or operations. Nothing in this paragraph is intended to preclude the Partners from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress. Nothing in this paragraph should be construed as requesting, authorizing, or supporting advocacy by nonfederal entities before Congress.

H. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

I. The Sheriff's Department is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Sheriff's Department represent itself as such to third parties. The NPS is not an agent or representative of the Sheriff's Department, nor will the NPS represent itself as such to third parties.

J. This General Agreement in no way restricts either the Parkway or the Sheriff's Department from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

K. Unless expressly stated herein, nothing in this General Agreement is intended to grant any rights or provide any benefits to any third party.

Article X. Signatures

IN WITNESS WHEREOF, the Partners have executed this General Agreement on the date set forth above in Article IV.

For the National Park Service:

Stennis R. Young, Acting Superintendent

Date

For the Lawrence County Sheriff's Department:

Kenny Taylor, Sheriff

Date

Resolution to approve Mutual Aid Agreement between the National Park Service, Natchez Trace Parkway and the Lawrence County Sheriff's Department

DISTRICT	COMMISSIONERS	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
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			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
		TOTAL		17	0	0	17	1

TYPE OF VOTE: X Voice Roll Call

Comments:

RESOLUTION NO. 2008092314

RESOLUTION TO ESTABLISH SPEED LIMIT ON FULLERS CHAPEL ROAD

WHEREAS, Fullers Chapel 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 Fullers Chapel Road and to erect appropriate traffic control devices; and

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the speed limit on the entire length of Fullers Chapel Road is hereby established at 35 miles per hour and to erect appropriate traffic control devices on Fullers Chapel Road.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, 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 Fullers Chapel Road is 35 miles per hour and to erect appropriate traffic control devices.

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

Passed this 23rd day of September, 2008.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JOHN SANDERS

Resolution to establish speed limit on Fullers Chapel Road

DISTRICT	COMMISSIONERS	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
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			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
		TOTAL		17	0	0	17	1

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

RESOLUTION NO. 2008092315

RESOLUTION TO ERECT SPEED LIMIT SIGNS ON DUNN LEOMA ROAD FROM THE INTERSECTION OF HIGHWAY 43 TO THE NEXT INTERSECTION

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


WHEREAS, the Lawrence County Legislative Body deems that the public safety requires that additional speed limit signs of 35 miles per hour should be erected on Dunn Leoma Road from the intersection with Highway 43 to the next major intersection.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that additional speed limit signs of 35 miles per hour be erected on Dunn Leoma Road from the intersection with Highway 43 to the next major intersection.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the County Road Superintendent for Lawrence County is hereby requested to erect appropriate additional signs on Dunn Leoma Road from the intersection with Highway 43 to the next major intersection to reflect that the speed limit on is 35 miles per hour and to erect appropriate traffic control devices.

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

Passed this 23rd day of September, 2008.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

LAWRENCE COUNTY TN RESOLUTION NO: 2008092315

Resolution to erect speed limit signs on Dunn Leoma Road from the intersection of Hwy 43 to the next intersection

DISTRICT	COMMISSIONERS	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
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			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. 2008092316

RESOLUTION TO APPROVE THE EXPENDITURE OF \$800.00 FOR BORING COSTS
ON THE BROOKS HUGHES ROAD WATERLINE EXTENSION

WHEREAS, by Resolution No. 2008052706, the Lawrence County Legislative Body approved the waterline extension on Brooks Hughes Road from Buffalo Road; and

WHEREAS, the boring cost for the waterline extension is \$800.00.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the Lawrence County Legislative Body hereby approves the expenditure of \$800.00 for the boring costs for the waterline extension on Brooks Hughes Road.

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

Passed this 23rd day of September, 2008.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: RICHARD HILL

CONFLICT OF INTEREST STATEMENT

Resolution No. 2008092305

Resolution making appropriations for the various funds, departments, institutions, offices and agencies of Lawrence County, TN, for the year beginning July 1, 2008 and ending June 30, 2009

Because I am an employee of the Lawrence County School Board, I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents. I vote NO.

Sandra Hyatt
Sandra Hyatt

16
Is An Employee of
~~the~~ the
my husband
Stown Util. Dist.

I vote yes

Sandra Hyatt

LAWRENCE COUNTY TN RESOLUTION NO: 2008092316

Resolution to approve the expenditure of \$800.00 for boring costs on the Brooks Hughes Road Waterline Extension

DISTRICT	COMMISSIONERS	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
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			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:

*Conflict of Interest statement read by Sandra Hyatt.

RESOLUTION NO. 2008092317

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

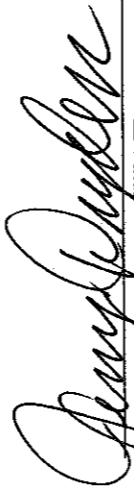
WHEREAS, the County Executive has appointed the following:


Paul Rosson, County Executive
Anne Brown
Chuck Doerflinger
Alan Keener
Jerry Putman

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, the appointments to the Budget Committee are hereby approved.

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

Passed this 23rd day of September, 2008.



JERRY DRYDEN, CHAIR


PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2008092317

Resolution to approve appointments to Budget Committee

DISTRICT	COMMISSIONERS	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	Niedergeses, Mark							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			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. 2008092318

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
Jerry Dryden
Richard Hill
Alan Keener
Jerry Putman

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, 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 23rd day of September, 2008.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2008092318

Resolution to confirm appointments to the Purchasing Committee

DISTRICT	COMMISSIONERS	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	Niedergeses, Mark							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			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
		TOTAL		17	0	0	17	1

TYPE OF VOTE: X Voice Roll Call

Comments:

RESOLUTION NO. 2008092319

RESOLUTION TO APPROVE REVISED HOLIDAYS FOR LAWRENCE COUNTY GOVERNMENT TO INCLUDE NOVEMBER 4 FOR THE PRESIDENTIAL ELECTION

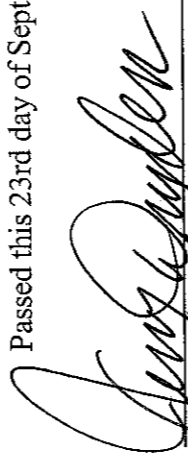
WHEREAS, Lawrence County Government traditionally observes certain holidays as set forth in the Lawrence County Personnel Manual.

THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the following list of holidays are hereby established by Lawrence County government for the calendar year 2008:


New Year's Day	January 1
Martin Luther King, Jr., Day	January 21
President's Day	February 18
Good Friday	March 21
Memorial Day	May 26
Independence Day	July 4
Labor Day	September 1
Columbus Day	October 13
Election Day	November 4
Veterans Day	November 11
Thanksgiving Day	November 27 and 28
Christmas	December 25 and 26

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

Passed this 23rd day of September, 2008.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY
2008 HOLIDAY LIST
(Revised)

January 1	New Year's Day
January 21	Martin Luther King, Jr. Day
February 18	Presidents Day
March 21	Good Friday
May 26	Memorial Day
July 4	Independence Day
September 1	Labor Day
October 13	Columbus Day
November 4	Presidential Election Day
November 11	Veterans Day
November 27 & 28	Thanksgiving
December 25 & 26	Christmas

As Amended By Lawrence County Commission 09-23-08

LAWRENCE COUNTY TN RESOLUTION NO: 2008092319

Resolution to approve revised holidays for Lawrence County Government to include November 4 for the Presidential Election

DISTRICT	COMMISSIONERS	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
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		X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
		TOTAL		15	2	0	17	1

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 20082008092320

RESOLUTION TO PROMULGATE A DISBURSEMENT PROCEDURE AND STANDARD FORM FOR VOLUNTEER FIRE DEPARTMENTS IN LAWRENCE COUNTY TO REPORT THEIR FINANCIAL STATUS TO THE LAWRENCE COUNTY COMMISSION

WHEREAS, the Volunteer Fire Departments of Lawrence County provide a great and necessary service to the citizens of Lawrence County; and

WHEREAS, Lawrence County government makes an annual contribution to all the Volunteer Fire Departments in Lawrence County; and

WHEREAS, to be good stewards of the taxes paid by Lawrence County citizens, the County Commission deems it necessary the Volunteer Fire Departments of Lawrence County should report their financial condition on a standardized form.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the Director of the Office of Accounts and Budgets is hereby directed to promulgate a standard form for the Volunteer Fire Departments receiving annual contributions from Lawrence County government on which to report the financial condition of each such Volunteer Fire Department.

It is further RESOLVED that beginning with the 2009-2010 budget year no Lawrence County government funds can be disbursed to a Volunteer Fire Department in Lawrence County until the above-referenced standard form is filed with the Director of the Office of Accounts and Budgets stating the financial condition of such Volunteer Fire Department with a certification of the Chief Executive of each such Volunteer Fire Department that the information contained on there is true and accurate.

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

Passed this 23rd day of September, 2008.


JERRY DRYDEN, CHAIR


PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2008092320

Resolution to promulgate a disbursement procedure and standard form for
 Volunteer Fire Departments in Lawrence County to report their financial status to
 the Lawrence County Commission

DISTRICT	COMMISSIONERS	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	Niedergeses, Mark							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			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. 2008092321

RESOLUTION TO REQUEST THE LAWRENCE COUNTY BOARD OF EDUCATION TO
REVERSE ITS POLICY FOR OUT-OF-COUNTY STUDENTS ALLOWED TO ATTEND
LAWRENCE COUNTY SCHOOLS

WHEREAS, the Lawrence County Board of Education has established a policy providing that certain students who do not live in Lawrence County but live within a certain distance of the Lawrence County boundary line may attend Lawrence County schools without paying tuition as is required for other students; and

WHEREAS, the Lawrence County Legislative Body deems this policy is not fiscally responsible and would urge the Lawrence County Board of Education to reverse its stated policy.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the Lawrence County Board of Education is urged to reverse its policy for students attending Lawrence County Schools but live outside of Lawrence County that are not required to pay any tuition.

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

Withdrawn this 23rd day of September, 2008.

JERRY DRYDEN, CHAIR

PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

CHUCK KIZER, COUNTY CLERK

SPONSOR: CHRIS JACKSON

LAWRENCE COUNTY TN RESOLUTION NO: 2008092321

Resolution to request the Lawrence County Board of Education to reverse its policy for out-of-county students allowed to attend Lawrence County Schools

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS	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	Niedergereses, 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	0	0	0	0	17	1

TYPE OF VOTE: Voice Roll Call

Comments:

Withdrawn

RESOLUTION NO. 2008092322

RESOLUTION TO ENACT POLICY FOR THE LAWRENCE COUNTY AMBULANCE SERVICE
REGARDING THE TRANSPORTATION OF PATIENTS NEEDING EMERGENCY CARE TO
HOSPITALS LOCATED IN COUNTIES NOT CONTIGUOUS
TO LAWRENCE COUNTY

WHEREAS, the Lawrence County Ambulance Service (“Ambulance Service”) provides a vital need to Lawrence County citizens in providing emergency medical care and transportation;

WHEREAS, considering the financial deficit of the Ambulance Service creates to Lawrence County government, there is a great need to control costs at the Ambulance Service; and

WHEREAS, pursuant to T.C.A. § 7-61-101, *et seq.*, Lawrence County has the authority to provide and maintain and do all things necessary to provide ambulance service as a public service to Lawrence County citizens; and

WHEREAS, Medicare regulations provide that patients must be transported to the nearest hospital in order for the Ambulance Service to be eligible for reimbursement from Medicare; and

WHEREAS, the Ambulance Service has made a practice of transporting patients to the hospital of the patient’s choice, including Nashville hospitals, which practice has resulted in the Ambulance Service often times not being able to be reimbursed for such emergency transportation and further results in less time Ambulance Service personnel are available for emergency transportation and causes additional wear and tear on Ambulance Service ambulances and equipment; and

WHEREAS, in order to most efficiently use Ambulance Service personnel and equipment, a policy of allowing the Ambulance Service to transport an emergency patient to a hospital located contiguous to Lawrence County would be a more efficient use of such personnel and equipment; and

WHEREAS, it being recognized that some patients may insist on being transported to a hospital in a county not contiguous to Lawrence County and, therefore, such transportation should be allowed but only in the event that the patient pays for the transportation prior to the transportation which would further help reduce the financial losses being experienced by the Ambulance Service.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the policy of the Lawrence County Ambulance Service in the transport of patients needing emergency medical care shall be as follows:

1. Except as otherwise provided for herein, patients are to be transported to the nearest hospital located in Lawrence County provided, however, Ambulance Service personnel are allowed to transport patients to a hospital located in a county contiguous to Lawrence County (including hospitals located in the State of Alabama) upon the patient’s request.
2. A patient having been ordered by a physician to be transported to a hospital located in a county not contiguous to Lawrence County may be transported by the Ambulance Service.
3. Patients who request to be transported to a hospital located in a county not contiguous to Lawrence County must provide payment for such transportation prior to such transportation and if no such payment is provided, the Ambulance Service personnel are to transport the patient to a hospital located in Lawrence County or at the patient’s request to a hospital located in a county contiguous to Lawrence County.

This Resolution shall take effect October 1, 2008, the public welfare requiring it.

Withdrawn this 23rd day of September, 2008.

SPONSOR: AMBULANCE STUDY COMMITTEE

Resolution to enact policy for the Lawrence County Ambulance Service regarding the transportation of patients needing emergency care to hospitals located in counties not contiguous to Lawrence County

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS	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	Niedergeses, 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		0	0	0	17	1

TYPE OF VOTE: Voice Roll Call

Comments:

Rolled

RESOLUTION NO. 2008092323

RESOLUTION TO DIRECT THE COUNTY ATTORNEY TO COMMENCE COLLECTION
OF DELINQUENT TAXES OWED BY
LAWRENCEBURG REDEVELOPMENT PARTNERS, LLC

WHEREAS, Lawrenceburg Redevelopment Partners, LLC (hereinafter "LRP"), an Indiana limited liability company, purchased what has been commonly known as the Murray, Inc. manufacturing facility (hereinafter the "Property"); and

WHEREAS, LRP made a partial payment of 2006 Lawrence County real property taxes and the City of Lawrenceburg real property taxes; and

WHEREAS, LRP disputed the amount owed, claiming the property was overvalued for 2006 tax purposes and LRP filed an action before the Tennessee State Board of Equalization to adjust the valuation of the property and also filed an action before the Tennessee State Board of Equalization to adjust the valuation of the property for 2007 tax purposes; and

WHEREAS, the Assessor of Property for Lawrence County moved to dismiss LRP's 2006 appeal on the ground that it was untimely filed and after a hearing, Administrative Judge Pete Loesch entered an Initial Decision and Order on September 7, 2007, dismissing LRP's 2006 appeal for lack of jurisdiction which Order was appealed to the Assessment Appeals Commission; and

WHEREAS, Lawrence County and LRP entered into a Stipulation whereby LRP withdrew its appeal of the 2006 property tax assessment and LRP agreed to the valuation as determined by the Tennessee State Board of Equalization and the Tennessee State Board of Equalization entered an Order on May 8, 2008, adopting the terms of the parties' Stipulation; and

WHEREAS, LRP has failed to pay the 2006 Lawrence County and City of Lawrenceburg real property taxes and the Lawrence County Legislative Body desires to commence litigation to collect the sum due.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the County Attorney is hereby authorized and directed to commence litigation to collect the 2006 Lawrence County and City of Lawrenceburg real property taxes owed by Lawrenceburg Redevelopment Partners, LLC and pursuant to T.C.A. §§ 67-5-2404 and 67-5-2410 to be compensated at the rate of ten percent (10%) of all delinquent taxes collected.

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

Passed this 23rd day of September, 2008.


JERRY DRYDEN, CHAIR


PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2008092323

Resolution to direct the County Attorney to commence collection of delinquent taxes owed by Lawrenceburg Redevelopment Partners, LLC

DISTRICT	COMMISSIONERS	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	Niedergeses, Mark							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			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 23, 2008 Regular Session

APPLICANTS NAME	BONDING AGENT
Gale Shaw Carl D. Rawdon Carolyn Kilburn Holly L. Brown	Insurance Bond Samuel T. Massey & John Ferguson Insurance Bond Insurance Bond

LAWRENCE COUNTY TN
September 23, 2008 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
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			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 23, 2008 REGULAR SESSION
SUSPEND THE RULES**

- 24. Resolution to fund waterline project on Sims Lane in Loretto, TN
- 25. Resolution to designate the first Saturday in November of every year as the "Trail of Tears Removal Memorial Day" in Lawrence County, TN
- 26. Resolution requesting Sheriff to bring back 25 prisoners.

DISTRICT	COMMISSIONERS	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			X	
8	Niedergereses, Mark							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			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
		TOTAL		17	0	0	17	1

TYPE OF VOTE:	Voice	X	Roll Call
		X	

Comments:

RESOLUTION NO. 2008092324

RESOLUTION TO FUND WATERLINE PROJECT ON SIMS LANE
IN LORETTO, TENNESSEE

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, the Loretto Utility District estimates the expense of extending waterlines on Sims Lane for approximately 1,100 feet at approximately \$7,000.00; and

WHEREAS, all disbursements should be subject to there being a state approved plan where any disbursements for such expenses can be made; and

WHEREAS, the funds for this project will come from the Economic and Community Development Fund (Fund 119).

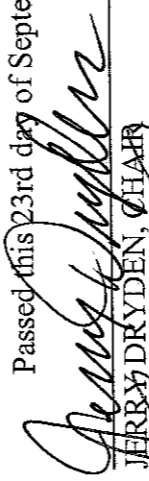

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the Lawrence County Legislative Body hereby approves the expenditure of \$7,000.00 for the Loretto Utility District to extend waterlines on Sims Lane for approximately 1,100 feet.

BE IT FURTHER RESOLVED that these expenditures are to be funded from the Economic and Community Development Fund (Fund 119).

BE IT FURTHER RESOLVED that no such disbursement to a municipality or a utility district shall be made until the County Executive has confirmed that the planned waterline extension has been approved by the State of Tennessee.

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

Passed this 23rd day of September, 2008.


JERRY DRYDEN, CHAIR

PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSORS: PAUL ROSSON

Resolution to fund waterline project on Sims Lane in Loretto, TN

DISTRICT	COMMISSIONERS	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
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			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. 2008092325

RESOLUTION TO DESIGNATE THE FIRST SATURDAY IN NOVEMBER OF EVERY YEAR AS THE "TRAIL OF TEARS REMOVAL MEMORIAL DAY" IN LAWRENCE COUNTY, TENNESSEE

WHEREAS, Native American Indians were the first residents of what is now called Lawrence County, Tennessee; and

WHEREAS, Bell's Route, one of the 17 Cherokee removal routes, came through the middle of Lawrenceburg in November 1838; and

WHEREAS, Native American Indian citizens have enriched the history of our City and County by raising awareness of existing Native American Historical sites available to the citizens and public to see and visit; and

WHEREAS, the Lawrence County Trail of Tears Committee has held and will continue to hold on the first Saturday of November every year a re-enactment walk to honor the American Indians who walked through our county on their way west and to honor all the Tribes removed from their homelands; and

WHEREAS, the President of the United States of America proclaims November as National American Indian Heritage month; and so


NOW THEREFORE, be it resolved that the Commission of Lawrence County, Tennessee hereby designates the first Saturday in November of every year as "Trail of Tears Removal Memorial Day", and

BE IT FURTHER RESOLVED, that that Lawrence County Commission calls on the County of Lawrence and all its citizens to embrace and learn more about the history, heritage and culture of the Native American Indian people of this area and of this country as during National American Indian Heritage month such actions reaffirm the people of Lawrence County's appreciation and respect for Native American Indian traditions and life ways and help to preserve an important part of the Native American Indian culture for generations yet to come; and

BE IT FURTHER RESOLVED, that during "National Native American Indian Heritage Month", schools, clubs, and civic and religious organizations are encouraged to recognize the contributions of Native American Indians with suitable presentations, demonstrations, fellowship and other activities designed to promote greater understanding and brotherhood between Native American Indians and the other citizens of Lawrence County and the State of Tennessee.

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

Passed this 23rd day of September, 2008.


JERRY DRYDEN, CHAIR


PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSORS: PAUL ROSSON

Resolution to designate the first Saturday in November of every year as the "Trail of Tears Removal Memorial Day" in Lawrence County, TN

DISTRICT	COMMISSIONERS	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
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			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
		TOTAL		17	0	0	17	1

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

Comments:

RESOLUTION NO. 2008092326

RESOLUTION TO REQUEST LAWRENCE COUNTY SHERIFF TO HOUSE ALL
LAWRENCE COUNTY JAIL INMATES IN LAWRENCE COUNTY


WHEREAS, the closure of the Lawrence County Jail by the Tennessee State Fire Marshall in 2006 has caused Lawrence County to expend large sums of money to house Lawrence County Jail inmates in other county jail facilities; and


WHEREAS, with the reopening of the Lawrence County Jail and construction of the temporary facility at the Lawrence County Transfer Station, there is sufficient room to house all Lawrence County prisoners in Lawrence County.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 23rd day of September, 2008, that the Lawrence County Legislative Body respectfully requests the Lawrence County Sheriff Kenny Taylor to house all Lawrence County jail inmates in either the Lawrence County Jail or the Lawrence County temporary jail facility.

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

Passed this 23rd day of September, 2008.


PERRY DRYDEN, CHAIR


PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: ALAN KEENER

Resolution requesting Sheriff to bring back 25 prisoners

DISTRICT	COMMISSIONERS	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
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			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
		TOTAL		16	1	0	17	1

TYPE OF VOTE:		Voice	X	Roll Call
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Comments: Chief Deputy Beecham addressed Commission and said the Sheriff was willing to bring back 8 prisoners with current deputies

LAWRENCE COUNTY COMMISSION
September 23, 2008 Regular Session
ADJOURNMENT

DISTRICT	COMMISSIONERS	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
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			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: