

Agenda

The Lawrence County Board Of Commissioners
Lawrence County, Tennessee
July 28, 2009
Regular Session
5:00 P.M.

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

Invocation:
Pledge:

Public Comments:
Bi-Monthly Financial Report Fiscal Agent
Bi-Monthly Financial Report School Superintendent
Report of Resolution Committee

1. Resolution No. 2009072801
Resolution Approving Minutes of May 26, 2009, Regular Session
Sponsor: Jerry Dryden
2. Resolution No. 2009072802
Resolution Approving Minutes of June 25, 2009, Special Session
Sponsor: Jerry Dryden
3. Resolution No. 2009072803
Resolution to Appoint Member to the Lawrence County Regional Planning Commission
Sponsor: Paul Rosson
4. Resolution No. 2009072804
Resolution Appointing Members to Lawrence County Emergency Communications Board
Sponsor: Paul Rosson
5. Resolution No. 2009072805
Resolution Appointing Member to Blue Grass Regional Library Board
Sponsor: Paul Rosson
6. Resolution No. 2009072806
Resolution to Confirm Appointment of a Member to Lawrenceburg/Lawrence County Municipal Airport Board
Sponsor: Paul Rosson
7. Resolution No. 2009072807
Resolution to Confirm Appointments to the Lawrence County Energy Efficiency Committee
Sponsor: Chris D. Jackson
8. Resolution No. 2009072808
Resolution to Erect Speed Limit Signs on West College Street and Britney Circle
Sponsor: Sandra K. Hyatt
9. Resolution No. 2009072809
Resolution to Erect Speed Limit Signs on Embry Road
Sponsor: Alan Keener
10. Resolution No. 2009072810
Resolution Authorizing and Approving Execution of an Equipment Lease-Purchase Agreement with BancorpSouth Equipment Finance, a Division of BancorpSouth Bank, for the Purpose of Lease-Purchasing Certain Equipment
Sponsor: Lawrence County Highway Department

11. Resolution No. 2009072811
Resolution Authorizing Submission of an Application for a Litter and Trash Collecting Grant for FY 2009-2010 from the Tennessee Department of Transportation and Authorizing the Acceptance of said Grant
Sponsor: Paul Rosson
12. Resolution No. 2009072812
Resolution Approving the Bond for Coroner and Assistant Coroners
Sponsor: Paul Rosson
13. Resolution No. 2009072813
Resolution to Request the General Assembly of the State of Tennessee to Name a Portion of State Route 242 the "Emmie Robertson Memorial Highway"
Sponsors: Paul Rosson and Bobby Clifton

Elections:

Elect Member of the Lawrence County Board of Education to Fill Vacancy for District 9 of the Lawrence County Board of Education

Election of Notaries

LAWRENCE COUNTY COMMISSION
 July 28, 2009 Regular Session

CALL TO ORDER BY: Jerry Dryden, Chair
ROLL CALL: Chuck Kizer, County Clerk
INVOCATION: Jerry Putman, County Commissioner
PLEDGE: Chris Jackson, County Commissioner

DISTRICT	COMMISSIONERS	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	
6	Clifton, Bobby R.	X	
18	Burks, William T.	X	
16	Brown, Anne N.	X	
13	Brazier, Ray	X	
9	Benefield, Ronald L.	X	
10	Benefield, Delano	X	
TOTAL		17	1

LAWRENCE COUNTY TN
 July 28, 2009 Regular Session
 BI-MONTHLY REPORT FISCAL AGENT

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.							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			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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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:

There was no Fiscal Agent Report

LAWRENCE COUNTY TN
 July 28, 2009 Regular Session
 BI-MONTHLY REPORT SUPERINTENDENT

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
17	Wray, Joe R.							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			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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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:

There was no School Superintendent Report

REPORT OF THE RESOLUTION COMMITTEE

TO THE LAWRENCE COUNTY BOARD OF COMMISSIONERS
LAWRENCE COUNTY, TENNESSEE

July 28, 2009
5:00 p.m.

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

1. Resolution No. 2009072801
Resolution Approving Minutes of May 26, 2009, Regular Session
Sponsor: Jerry Dryden
2. Resolution No. 2009072802
Resolution Approving Minutes of June 25, 2009, Special Session
Sponsor: Jerry Dryden
3. Resolution No. 2009072803
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Sponsor: Paul Rosson
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Sponsor: Sandra K. Hyatt
9. Resolution No. 2009072809
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Sponsor: Alan Keener
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Sponsor: Lawrence County Highway Department

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Sponsor: Paul Rosson
12. Resolution No. 2009072812
Resolution Approving the Bond for Coroner and Assistant Coroners
Sponsor: Paul Rosson
13. Resolution No. 2009072813
Resolution to Request the General Assembly of the State of Tennessee to Name a Portion of State Route 242 the "Emmie Robertson Memorial Highway"
Sponsors: Paul Rosson and Bobby Clifton



Jerry Dryden, Chair of the Resolution Committee

LAWRENCE COUNTY TN
July 28, 2009 Regular Session

APPROVAL OF THE REPORT OF THE RESOLUTION COMMITTEE

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.			X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergeses, Mark		X	X			X	
4	Keener, Alan J.	X		X			X	
2	Jackson, Chris D.			X			X	
11	Hyatt, Sandra K.			X			X	
12	Hill, Richard L.			X			X	
3	Gillespie, Dennis C.			X			X	
7	Dryden, Jerry W.			X			X	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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. 2009072801

RESOLUTION APPROVING MINUTES OF MAY 26, 2009, REGULAR SESSION

WHEREAS, the Lawrence County Legislative Body met on May 26, 2009, in regular session.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that the attached minutes of the May 26, 2009, regular session are approved.

Passed this 28th day of July, 2009.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

Minutes of
The Lawrence County Commission
May 26, 2009 Regular Session
5:00 P.M.

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

Members Present (17) presently 17 members due to Chuck Doerflinger's resignation:

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

Member Absent (0):

Invocation: Jerry Putman, County Commissioner

Pledge: Bobby Clifton, County Commissioner

Public Comments:

Tom Ferrell, Gary Lisnak, Alice Jones, Jim Modlin, Sondra Parker, Brent Gibbs, John Ingalls

Bi-Monthly financial Report Fiscal Agent _____ **PASSED**
Bi-Monthly Financial Report School Superintendent _____ **PASSED**
Report of Resolution Committee _____ **PASSED**

1. Resolution No. 2009052601 Sponsor: Jerry Dryden
Resolution approving minutes of March 24, 2009, Regular Session
PASSED by unanimous voice vote
2. Resolution No. 2009052602 Sponsor: Accounts and Budgets
Resolution to Approve Amendments to the 2008-2009 Lawrence County Budget
PASSED AS AMENDED by unanimous voice vote
3. Resolution No. 2009052603 Sponsor: Lawrence County Bd of Education
Resolution to Approve Amendments to the 2008-2009 Lawrence County Bd of Education Budget
PASSED by unanimous voice vote
4. Resolution No. 2009052604 Sponsor: Cindy Benefield
Resolution to Approve Doubles and Errors Report for 2007 Taxes
PASSED by unanimous voice vote
5. Resolution No. 2009052605 Sponsor: Sandra K. Hyatt
Resolution to Erect Speed Limit Signs on Dukes Park Road, Commodore Circle, Caldwell Road, Church Street, Corbin Road and Shady Street
PASSED by unanimous voice vote
6. Resolution No. 2009052606 Sponsor: Jerry Putman
Resolution to Erect Speed Limit Signs on Ethridge Red Hill Road
PASSED by unanimous voice vote

7. Resolution No. 2009052607 Sponsor: Sandra K. Hyatt and Paul Rosson
Resolution to Erect Speed Limit Signs on Dunn Leoma Road
PASSED by unanimous voice vote
8. Resolution No. 2009052608 Sponsor: Paul Rosson
Resolution Requesting the Tennessee Department of Transportation to Conduct Safety Study on Highway 64 East from the Brass Lantern Restaurant to New Prospect Market
PASSED by unanimous voice vote
9. Resolution No. 2009052609 Sponsor: Jerry Putman
Resolution to Form a Committee to Study the Planning and Zoning Codes in Lawrence County and to Make a Recommendation
TABLED by roll call vote
Voting AYE: 15 Yocom, Sanders, Robertson, Niedergeses, Keener, Jackson, Hyatt, Hill, Gillespie, Dryden, Clifton, Brown, Brazier, R. Benefield & D. Benefield
Voting NAY: 2 Wray and Putman
10. Resolution No. 2009052610 Sponsor: Paul Rosson
Resolution to Adopt the Strategic Economic Development Plan
PASSED by unanimous voice vote
11. Resolution No. 2009052611 Sponsor: Paul Rosson
Resolution to Approve the Natural Resources Conservation Service Flood Plain Work
PASSED by unanimous voice vote
12. Resolution No. 2009052612 Sponsor: Paul Rosson
Resolution Adopted for the Purpose of Amending the Lawrence County, TN, Regional Zoning Resolution Regulating Development within the Jurisdiction of Lawrence County, TN, to Minimize Danger to Life and Property Due to Flooding, and to Maintain Eligibility for Participating in the National Flood Insurance Program
PASSED by unanimous voice vote
13. Resolution No. 2009052613 Sponsor: Paul Rosson
Resolution to Establish a Committee for Resale of Land Bought at Delinquent Tax Sales and for the Sale of Surplus Land Owned by Lawrence County
(Paul Rosson recommended budget committee members and chairman of facilities committee)
PASSED by unanimous voice vote
14. Resolution No. 2009052614 Sponsor: Paul Rosson
Resolution to Confirm Appointment of Members to Lawrence County Senior Citizen Board
PASSED by unanimous voice vote
15. Resolution No. 2009052615 Sponsor: Paul Rosson
Resolution to Approve Appointment to Budget Committee (Paul Rosson appointed Jerry Dryden)
PASSED by unanimous voice vote

Election of Commissioner for 18th District due to Resignation of W. Charles Doerflinger

Motion to recess for two weeks (reconvene June 8, 2009 at 5:00 p.m.)

PASSED by roll call vote

Voting AYE: 10 (Yocom, Wray, Sanders, Niedergeses, Keener, Jackson, Hyatt, Hill, Dryden, Clifton, R. Benefield)
Voting NAY: 7 (Robertson, Putman, Hill, Gillespie, Brown, Brazier, D. Benefield)

Election of Notaries **PASSED by unanimous voice vote**

Suspend the Rules PASSED BY UNANIMOUS ROLL CALL VOTE

16. Resolution No. 2009052616 Sponsor: Budget & Facilities Committees
Resolution in Support of Application to USDA Rural Development Community Facilities Loan/Grant

PASSED by unanimous roll call vote

Voting AYE: 12 (Robertson, Putman, Keener, Jackson, Hill, Gillespie, Dryden, Clifton, Brown, Brazier, R. Benefield, D. Benefield)

Voting NAY: 5 (Yocom, Wray, Sanders, Niedergeses, Hyatt)

17. Resolution to commend Summertown High School Baseball team on 2009 State Class A Championship Title

PASSED by unanimous voice vote

Meeting recessed until June 8, 2009 at 5:00 p.m.

Reconvened meeting

Members Present (9)

presently 17 members due to Chuck Doerflinger's resignation:

1. John C. Sanders, Jr.	7. Anne N. Brown	
2. Jerry N. Putman	8. Ray Brazier	
3. Alan J. Keener	9. Delano Benefield	
4. Chris D. Jackson		
5. Richard L. Hill		
6. Jerry W. Dryden		

Member Absent (8)

1. Wayne A. Yocom	7. Bobby R. Clifton	
2. Joe R. Wray	8. Ronald L. Benefield	
3. Charles H. Robertson		
4. Mark Niedergeses		
5. Sandra K. Hyatt		
6. Dennis c. Gillespie		

Election of Commissioner for 18th District due to Resignation of W. Charles Doerflinger
Anne Brown nominated Bill Burks; nomination was seconded by Chris D. Jackson
PASSED by unanimous roll call vote

Motion to adjourn made by Anne N. Brown and seconded by Chris Jackson.

LAWRENCE COUNTY TN RESOLUTION NO: 2009072801

Resolution approving minutes of May 26, 2009, Regular Session

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.	X		X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergereses, Mark			X			X	
4	Keener, Alan J.			X			X	
2	Jackson, Chris D.			X			X	
11	Hyatt, Sandra K.			X			X	
12	Hill, Richard L.			X			X	
3	Gillespie, Dennis C.			X			X	
7	Dryden, Jerry W.			X			X	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			X			X	
16	Brown, Anne N.			X			X	
13	Brazier, Ray		X	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. 2009072802

RESOLUTION APPROVING MINUTES OF JUNE 25, 2009, SPECIAL SESSION

WHEREAS, the Lawrence County Legislative Body met on June 25, 2009, in special session.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that the attached minutes of the June 25, 2009, special session are approved.

Passed this 28th day of July, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

Minutes of
The Lawrence County Commission
June 25, 2009 Special Session
5:00 P.M.

Call To Order By The Chair Pro Tem, Wayne Yocom
Roll Call: By County Clerk, Chuck Kizer

14 Members Present

4 Members Absent – R. Benefield, J. Dryden, M. Niedergeses, J. Wray

Invocation was given by Paul Rosson, County Executive.
Pledge was led by John C. Sanders, Jr., County Commissioner.

Public Comments made by Daniel Freeman.

1. Resolution No. 2009062501 Sponsors: Accounts and Budgets
Resolution to approve amendments to the 2008-2009 Lawrence County Budget
PASSED BY UNANIMOUS VOICE VOTE
2. Resolution No. 2009062502 Sponsor: Lawrence County Bd of Ed
Resolution to approve amendments to the 2008-2009 Lawrence County Bd of Ed Budget
PASSED BY UNANIMOUS VOICE VOTE
3. Resolution No. 2009062503 Sponsor: Budget Committee
Resolution to adopt a continuing budget and tax rate for the fiscal year beginning July 1, 2009,
and to authorize the expenditure of funds by the various county offices and departments
PASSED BY UNANIMOUS ROLL CALL VOTE
4. Resolution No. 2009062504 Sponsor: Paul Rosson
Resolution to confirm appointment of Scott Storey as Director of the Lawrence County
Ambulance Service and to elect Scott Storey as Coroner for Lawrence County
**PASSED BY ROLL CALL VOTE. Voting AYE: D. Benefield, Brown, Burks, Gillespie, Hyatt,
Jackson, Keener, Putman, Robertson, Sanders, Yocom. Voting NAY: Brazier. Voting
PASS: Clifton, Hill.**
5. Resolution No. 2009062505 Sponsor: Paul Rosson
Resolution to provide matching funds for various grants received by the Lawrence County
Volunteer Fire Departments and members thereof
PASSED BY UNANIMOUS ROLL CALL VOTE

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

Motion to adjourn made by **Alan Keener** and seconded by **Charles H. Robertson**. Motion
approved by unanimous voice vote.

Resolution approving minutes of June 25, 2009, Special Session

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

TYPE OF VOTE:	X	Voice	Roll Call
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Comments:

RESOLUTION NO. 2009072803

RESOLUTION TO APPOINT MEMBER TO THE LAWRENCE COUNTY
REGIONAL PLANNING COMMISSION


WHEREAS, by Resolutions adopted January 30, 2001, the Lawrence County Legislative Body authorized the Lawrence County Planning Commission to be vested with all the duties enumerated in T.C.A. § 13-3-101, *et seq.*; and

WHEREAS, that said Resolutions provide that the members of the Lawrence County Regional Planning Commission shall be appointed by the County Executive, subject to confirmation by the County Legislative Body.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that Melody McKissack is hereby reappointed to the Lawrence County Regional Planning Commission with a term of four years to expire in July of 2013.

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

Passed this 28th day of July, 2009.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

Resolution to appoint member to the Lawrence County Regional Planning Commission

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.			X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergerges, Mark		X	X			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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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. 2009072804

RESOLUTION APPOINTING MEMBERS TO LAWRENCE COUNTY EMERGENCY
COMMUNICATIONS BOARD

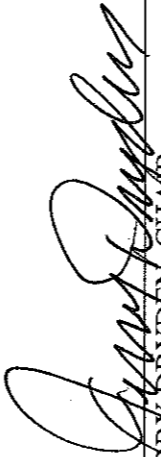
WHEREAS, pursuant to T.C.A. §7-86-105 requiring the County Executive to appoint the members of the Board of Directors of a local emergency communications district, such appointments to be subject to confirmation by the county Legislative Body; and

WHEREAS, there will be vacancies on the Lawrence County Emergency Communications Board of Directors.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that Jon Guthrie is reappointed for a four year term to expire in August of 2013, and Steve Davis is hereby appointed to complete the unexpired term of Chris Inman to expire in June, 2013.

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

Passed this 28th day of July, 2009.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

Resolution appointing members to Lawrence County Emergency
Communications Board

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.		X	X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergeses, Mark			X			X	
4	Keener, Alan J.			X			X	
2	Jackson, Chris D.			X			X	
11	Hyatt, Sandra K.			X			X	
12	Hill, Richard L.	X		X			X	
3	Gillespie, Dennis C.			X			X	
7	Dryden, Jerry W.			X			X	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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. 2009072805


RESOLUTION APPOINTING MEMBER TO
BLUE GRASS REGIONAL LIBRARY BOARD

WHEREAS, pursuant to T.C.A. §10-5-102, requiring the County Executive to appoint a member to the Blue Grass Regional Library Board, such appointment to be subject to confirmation by the county Legislative Body; and

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that Julia Mills is appointed to the Blue Grass Regional Library Board to serve a three year term.

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

Passed this 28th day of July, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

Resolution appointing member to Blue Grass Regional Library Board

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
17	Wray, Joe R.							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			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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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. 2009072806


RESOLUTION TO CONFIRM APPOINTMENT OF A MEMBER TO
LAWRENCEBURG/LAWRENCE COUNTY MUNICIPAL AIRPORT BOARD

WHEREAS, there is a vacancy on the Lawrenceburg/Lawrence County Municipal Airport Board and Jay Fleeman has been appointed by the County Executive to serve on the Lawrenceburg/Lawrence County Municipal Airport Board.

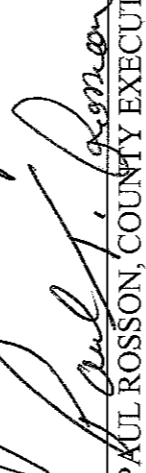
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that Jay Fleeman is appointed to serve a three year term to expire in July of 2012, and is confirmed as a member of the Lawrenceburg/Lawrence County Municipal Airport Board.

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

Passed this 28th day of July, 2009.



CHAIR, LAWRENCE COUNTY LEGISLATIVE BODY



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2009072806

Resolution to confirm appointment of a member to Lawrenceburg/Lawrence
County Municipal Airport Board

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.			X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergeses, Mark			X			X	
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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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"/>	Roll Call
	<input checked="" type="checkbox"/>	Voice
	<input type="checkbox"/>	Roll Call

Comments:

RESOLUTION NO. 2009072807

RESOLUTION TO CONFIRM APPOINTMENTS TO THE LAWRENCE COUNTY
ENERGY EFFICIENCY COMMITTEE

WHEREAS, by Resolution 2009012709 enacted on January 27, 2009, the Lawrence County Legislative Body formed the Lawrence County Energy Efficiency Committee; and

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that the following members are confirmed and appointed to serve on the Lawrence County Energy Efficiency Committee:

Chris D. Jackson, Chair – Lawrence County Commission
Jerry Dryden – Lawrence County Commission
Rick Hill – Lawrence County Commission
Bill Burks – Lawrence County Commission
Ronnie Benefield – Lawrence County Commission
Walt Holman – Lawrence County Government
Director of Information Technologies
Jim Looney – Lawrence County Utilities System
David Crowell – Lawrence County School System
Kay Dotson – Lawrence County School Board, Chair
Terry Beecham – Lawrence County Sheriff's Department, Chief
Michelle Banks – Lawrence County Agricultural Extension Office

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

Passed this 28th day of July, 2009.


JERRY DRYDEN, CHAIR


PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: CHRIS D. JACKSON

LAWRENCE COUNTY TN RESOLUTION NO: 2009072807

Resolution to confirm appointments to the Lawrence County Energy Efficiency Committee

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.			X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergereses, Mark			X			X	
4	Keener, Alan J.			X			X	
2	Jackson, Chris D.	X		X			X	
11	Hyatt, Sandra K.			X			X	
12	Hill, Richard L.			X			X	
3	Gillespie, Dennis C.			X			X	
7	Dryden, Jerry W.			X			X	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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. 2009072808

RESOLUTION TO ERECT SPEED LIMIT SIGNS ON WEST COLLEGE STREET AND
BRITNEY CIRCLE

WHEREAS, West College Street and Britney Circle are in residential areas in Lawrence County, Tennessee; and

WHEREAS, the Lawrence County Legislative Body deems that the public safety requires that additional speed limit signs of 15 miles per hour should be erected on West College Street from Corbin Street to the Turnpike.


WHEREAS, the Lawrence County Legislative Body deems that the public safety requires that additional speed limit signs of 30 miles per hour should be erected on the entire length of Britney Circle.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body in regular session this 28th day of July, 2009, that additional speed limit signs of 15 miles per hour be erected on West College Street from Corbin Street to the Turnpike.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that additional speed limit signs of 15 miles per hour be erected on Britney Circle.

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

Passed this 28th day of July, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: SANDRA K. HYATT

Resolution to erect speed limit signs on West College Street and Britney Circle

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.			X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergeses, Mark			X			X	
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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			X			X	
16	Brown, Anne N.			X			X	
13	Brazier, Ray			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano		X	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. 2009072809A

RESOLUTION TO ERECT SPEED LIMIT SIGNS ON EMBRY ROAD
AND RAMAH ROAD

WHEREAS, Embry Road and Ramah Road are in residential areas in Lawrence County, Tennessee; and

WHEREAS, the Lawrence County Legislative Body deems that the public safety requires that additional speed limit signs of 30 miles per hour should be erected on the entire length of Embry Road; and

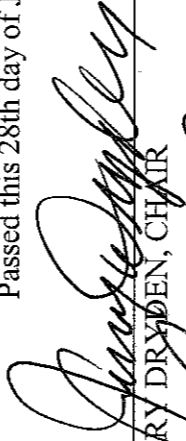
WHEREAS, the Lawrence County Legislative Body deems that the public safety requires that additional speed limit signs of 25 miles per hour should be erected on Ramah Road from .5 miles before 323 Ramah Road to .5 miles past 323 Ramah Road.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that additional speed limit signs of 30 miles per hour be erected on the entire length of Embry Road.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that additional speed limit signs of 25 miles per hour be erected on Ramah Road from .5 miles before 323 Ramah Road to .5 miles past 323 Ramah Road.

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

Passed this 28th day of July, 2009.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: ALAN KEENER

Add portion of Ramah Rd

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.		X	X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergereses, Mark			X			X	
4	Keener, Alan J.			X			X	
2	Jackson, Chris D.	X		X			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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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:

LAWRENCE COUNTY TN RESOLUTION NO: 2009072809AA

Amended resolution to erect speed limit signs on Embry Road and Ramah Road

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.			X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergeses, Mark			X			X	
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			X	
3	Gillespie, Dennis C.			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William T.			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. 2009072810

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT
LEASE-PURCHASE AGREEMENT WITH BANCORPSOUTH EQUIPMENT FINANCE, A
DIVISION OF BANCORPSOUTH BANK, FOR THE PURPOSE OF LEASE-PURCHASING
CERTAIN EQUIPMENT

WHEREAS, the Lawrence County Legislative Body (the "Governing Body") of the Lawrence County Highway department (the "Lessee"), acting for an on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval.
2. The Lessee is authorized pursuant to Section 7-51-902 of the Tennessee Code Annotated, as amended, to acquire capitol improvement property by Lease-Purchase Agreement and pay interest thereon by contract for a term not to exceed 40 years, or the useful life of the capitol improvement property, whichever is less.
3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement.
4. It is necessary for the Lessee to approve and authorize the Agreement.
5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and the County Executive (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2009.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2009, Lessee has designed \$ _____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$30,000,000 of obligations issued during calendar year 2009 as qualified tax-exempt obligations.


Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2009 will not exceed \$30,000,000.

Section 9. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

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

Passed this 28th day of July, 2009.


JERRY DRYDEN, CHAIR


PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: LAWRENCE COUNTY HIGHWAY DEPARTMENT

EQUIPMENT LEASE-PURCHASE AGREEMENT

This Equipment Lease-Purchase Agreement (the "Agreement") dated as of _____ is entered into between BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor"), whose Principal Office (herein so called) is located at Hattiesburg, Mississippi and Lawrence County Hlghway Department , (the "Lessee"), acting by and through _____, the Governing Body of the Lessee.

1. Agreement to Lease. In consideration of the rental provided herein, and the other covenants contained herein, Lessor hereby agrees to lease and rent to Lessee, and Lessee hereby agrees to lease and rent from Lessor, all the machinery, equipment and other personal property ("Equipment") described in Equipment Lease Schedule(s) ("Equipment Schedules") now or hereafter executed by Lessor and Lessee and attached hereto and incorporated herein by reference as Exhibit B upon the terms and conditions set forth in this Agreement, as supplemented by the terms and conditions set forth in the appropriate Equipment Schedule identifying such item of Equipment and such other Equipment Schedules as may be executed by Lessor and Lessee and attached hereto and incorporated herein by reference.

2. Lease Term. The obligations of Lessor and Lessee under this Agreement will commence upon the execution hereof by Lessor and Lessee and will end upon the full performance and observance of each and every term, condition, and covenant contained herein, each Schedule hereto and any extensions thereof. The rental term of the Equipment listed in each Equipment Schedule shall commence on the date that the rental payment is due as provided in the Equipment Schedule and shall terminate on the last day of the term stated in such Equipment Schedule. This Agreement shall be automatically renewed on a year-to-year basis except as provided for in Paragraph 4.

3. Rental Payments. The rent for the Equipment described in each Equipment Schedule shall be the total sum stated on such Equipment Schedule, in installments, and shall be due and payable on the dates set forth therein. A portion of each such rental payment is paid as, and represents a payment of interest and each Equipment Schedule sets forth the applicable interest rate and interest component of each rental payment; (provided however such interest component is subject to change as provided in Paragraph 12 hereof. Such rent shall be payable from legally available funds of the Lessee in lawful money of the United States, without notice or demand, at the Principal Office of the Lessor or its assigns (or at such other place as Lessor may from time to time designate in writing). The receipt of any check or other item on account of any rental payment will not be considered as payment thereof until such check or other item is honored when presented for payment. All rental payments shall be made by the Lessee without abatement, setoff, or deduction of any amounts whatsoever. The obligations of Lessee to pay rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of an indebtedness by Lessee.

4. Continuation of Lease by Lessee. (a) Lessee intends to comply with each term, condition and covenant of this Agreement during the term hereof and to pay the rent due hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all rent payments due hereunder shall be obtained. Lessee agrees to include in its budget

for each fiscal year during the term of this Agreement all rent payments due hereunder and to do all other things necessary and lawfully within its power to have such portion of the budget approved to obtain and provide for funds to pay its obligations due hereunder. In the event that such portion of the budget that provides for rent payments due under this Agreement is not approved, the Lessee agrees, at its expense, to exhaust all available reviews and appeals to have the rent payments reinstated and approved in the budget. It is Lessee's intent to make rental payments for the full term of this Agreement if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper efficient and economic operation.

(b) In the event no funds or insufficient funds are appropriated or otherwise available by any means whatsoever in any fiscal year for rental payments due under this Agreement, then the Lessee shall immediately notify Lessor or its assignee of such occurrence and this Agreement shall create no further obligation of Lessee as to such fiscal year and shall be null and void, except as to the portions of rental payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee of any kind whatsoever. Subsequent to such termination of this Agreement, Lessee shall have no continuing obligation to make rental payments under this Agreement. No right of action or damages shall accrue to the benefit of Lessor, or its assignee, as to that portion of this Agreement which may so terminate except as specifically provided in the last paragraph of this Paragraph. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment.

(c) Notwithstanding the foregoing, Lessee agrees

(i) that it will not cancel this Agreement under the provisions of subparagraph (b) above if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment.

5. Purchase and Installation. Lessee will select the type, quantity and supplier of each item of Equipment and in reliance thereon Lessor will either order such Equipment from such supplier or accept an assignment of any existing purchase order (the "Purchase Order") herefor. The Equipment so ordered shall be delivered to Lessee by the supplier thereof. Lessee shall accept such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Lessor to add to this Agreement the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Agreement. Lessee shall have 30 days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Notice in the form attached hereto as Exhibit C. Notice of any defects must be given to Lessor within 30 days of delivery. In the event the Equipment is not accepted by the Lessee within 30 days from the date of delivery and such acceptance is unreasonably withheld by Lessee, Lessor, at Lessor's option, shall have the right to cancel this Agreement. Subject to the conditions set forth in this paragraph, upon delivery of the Equipment to Lessee, payment will be made by Lessor for the balance due and owing for the Equipment, and, notwithstanding any defect in or failure of the Equipment, Lessee will, upon payment of any

amount by Lessor at the request of Lessee (whether down payment, deposit, or full purchase price), become fully and completely liable under this Agreement with respect to the Equipment until such time as this Agreement expires by its terms. Lessor shall have no liability for any delay in delivery or failure by the supplier to fill the Purchase Order or meet the conditions thereof. Lessee, at its expense, will pay all taxes, duties and expenses of packing, transportation, installation, testing and other charges in connection with the delivery, installation, and use of the Equipment.

Lessor's obligation to purchase and lease-purchase Equipment under this Agreement is subject to the fulfillment, to Lessor's reasonable satisfaction, of the following conditions precedent:

(a) Lessor shall have received a full warranty bill of sale satisfactory to Lessor, executed by the supplier in favor of Lessor, covering such item of Equipment.

(b) Lessor shall have received an invoice describing such item of Equipment, all material components thereof and the purchase price payable to supplier in respect thereof.

(c) Lessor shall have received an opinion of counsel to Lessee in form and substance satisfactory to Lessor, to the effect that such counsel has examined this Agreement and such other documents and matters as he deemed necessary to reach the conclusions stated in such opinion, which conclusions shall include the following:

(i) the representations and warranties of Lessee contained in this Agreement are true and correct on the date thereof;

(ii) this Agreement has been duly authorized, executed and delivered by Lessee, and constitutes a valid and binding obligation of Lessee enforceable in accordance with its terms;

(iii) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations, or which could have any effect whatsoever upon the validity, performance, or enforceability of this Agreement;

(iv) the interest portion of the rental payments due hereunder is exempt from federal income taxation pursuant to Paragraph 103(a) of the Internal Revenue Code of 1986, as amended, and the Treasury regulations and rulings thereunder (the "Code");

(v) The Lessee is a fully constituted political subdivision or agency of the State where the Equipment is located as set forth herein and is authorized by the Constitution and laws of the State of Tennessee (the "State") and its own internal or administrative procedure to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder; and

(vi) such other matters as Lessor may reasonably request.

(d) On the date thereof, no default (as defined in Paragraph 23 hereof), and no event which with notice or lapse of time, or both, would become a default, shall have occurred and be continuing hereunder.

(e) All representations and warranties of Lessee made herein shall be true and correct in all material respects on the date thereof.

(f) A financing statement, in form and substance satisfactory to Lessor, in respect of such Equipment shall have been executed and filed in the appropriate offices.

(g) Lessor shall have received from Lessee written notice of acceptance of the Equipment.

(h) Lessor shall have received all other documents, instruments, certificates, opinions, and evidences as Lessor may reasonably request.

6. Representations and Warranties of Lessee. Lessee represents, warrants and covenants to Lessor that:

(a) Lessee has been duly authorized by all necessary action on the part of the Lessee, its governing body or other appropriate governing bodies and officials to execute, deliver, and perform the terms of this Agreement and further represents that all requirements and procedures have occurred that are necessary to ensure the enforceability of this Agreement, including Lessee's compliance with any applicable public bidding requirements.

(b) This Agreement constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms and does not contravene any lease, indenture, credit agreement or other agreement to which Lessee is a party or by which it is bound.

(c) There are no pending or threatened actions or proceedings before any court, administrative agency or other body which may materially affect Lessee's financial condition or operations or which could have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement.

(d) No consent, approval, or authorization of, registration with, or declaration to any agency or authority is required in connection with the execution and delivery of this Agreement.

(e) Lessee is not in default (nor has any event occurred which, with notice or lapse of time, or both, would constitute a default) under any agreement or instrument to which Lessee is a party or under which Lessee or any of its assets is bound which could have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement.

(f) There are no outstanding or unpaid judgments against Lessee.

(g) Lessee has furnished to Lessor a copy of current financial statements and except for transactions directly related to, or specifically contemplated by, this Agreement and

transactions heretofore disclosed in writing to Lessor, since the dates of such financial statements, there have been no changes in the financial condition and operations of Lessee from that shown in such financial statements through the date hereof which would have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement and there is no significant material fact or condition relating to the financial condition or business operations of Lessee which has not been related, in writing, to Lessor. Lessee shall furnish to Lessor within 90 days of the close of its fiscal year during the term of this Agreement audited financial statements and such other financial statements as the Lessor may request from time to time during the terms of this Agreement. Any financial statements furnished or to be furnished to Lessor by Lessee (whether audited or unaudited) shall be prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial condition and results of operations of Lessee at the dates and for the periods indicated therein.

(h) Lessee is not leasing the Equipment for the purpose of putting, and does not intend to put, the Equipment to any consumer use within the meaning of any applicable truth-in-lending or similar laws.

(i) Lessee acknowledges and agrees that the rental payments have been calculated by Lessor assuming that the interest portion of each rental payment is exempt from federal income taxation. Lessee will do or refrain from doing all things necessary or appropriate to insure that the interest portion of the rental payment is exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Paragraph 149(e) of the Code and timely paying, to the extent of available funds, amounts, if any, required to be rebated to the United States pursuant to Paragraph 148(f) of the Code.

Lessee acknowledges that the representations, covenants and warranties set forth in Paragraph 6(i) and 7 shall survive the expiration of this Agreement and that Lessor may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

7. Tax Exemption. Lessee acknowledges that Lessor has agreed to enter into this Agreement on the condition that a certain exemption from non-deductibility of interest expense under Section 265(b) of the Code is available. Said exemption is subject to certain conditions relating to Lessee's use of the Equipment and to Lessee's issuance of tax-exempt obligations. In that regard, Lessee represents, covenants and warrants that:

(a) The Equipment will not be used, directly or indirectly in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

(b) No portion of the rental payments payable hereunder: (i) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (ii) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

(c) No portion of the gross proceeds of the Agreement will be used (directly or

indirectly) to make or finance loans to persons other than governmental units.

(d) The Agreement is hereby designated as a qualified tax-exempt obligation for the purposes of Section 265(b) of the Code.

(e) Lessee reasonably anticipates that the amount of qualified tax-exempt obligations to be issued by Lessee (together with qualified tax-exempt obligations issued by any entity from which Lessee derives its issuing authority or any entity which has substantial control over Lessee or any subordinate entity deriving its issuing authority from Lessee or any subordinate entity subject to substantial control by Lessee) during the current calendar year shall not exceed \$30,000,000.

8. Title; Personal Property; Encumbrances. Upon acceptance of the Equipment covered by an Equipment Schedule hereto by Lessee hereunder and satisfaction of all conditions precedent for purchase and lease-purchase of such Equipment by Lessor as provided in Paragraph 5 hereof, title to such Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee and for purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be in Lessee; provided, however, that (i) in the event of termination of this Agreement or of an Equipment Schedule which covers such Equipment in accordance with Paragraph 4 hereof, or (ii) upon the occurrence of an Event of Default hereunder, and as long as such event of Default is continuing, title will, upon written notice from Lessor to Lessee, immediately vest in Lessor or its assignee.

Each item of the Equipment subject to this Agreement is and shall remain personal property and shall not be deemed to be affixed to or a part of the real estate on which it is situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real property or any building thereon. Lessor may at any time and from time to time require Lessee to obtain, and Lessee shall obtain and deliver to Lessor, a waiver of any interest in the Equipment by any present or future landlord, owner, or mortgagee of such real estate.

Lessee agrees to keep each item of Equipment at all times free and clear from all claims, levies, liens, and process other than those in favor of Lessor pursuant to this Agreement. Lessee will not attempt to sell, assign, transfer, sublease, loan, part with possession of, conceal, mortgage, encumber, or otherwise dispose of any of the Equipment or the interest therein, or permit any lien, attachment, levy or execution of any of its creditors to become effective thereon (if any such lien, charge, claim or encumbrance should arise at any time. Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge same) ; provided, however, Lessee may deliver possession of any item of Equipment to the manufacturer or supplier thereof for testing or other similar purposes or to any person or company for service, repair, maintenance, or overhaul work on such item of Equipment or for alterations or modifications or additions to such item of Equipment to the extent required or permitted by any provision of this Agreement. Lessee, at its expense, will protect and defend title to the Equipment.

9. Location. The Equipment shall be delivered to the location specified in the applicable Equipment Schedule and shall not be removed from such location without the prior written consent of Lessor.

10. Use; Repairs. Lessee shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefore.

11. Taxes. Lessee agrees to pay, promptly when due, all assessments, license and registration fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, on or relating to the Equipment, or the purchase, ownership, possession, leasing, operation, use or disposition thereof, and on or relating to this Agreement for the rent or other payments hereunder (excluding taxes on or measured by the net income of Lessor) and to prepare and file promptly with the appropriate office any and all returns required to be filed with respect thereto (sending copies thereof to Lessor) or, if requested by Lessor, to notify Lessor of such requirement and furnish Lessor with all information required by Lessor so that it may effect such filing. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any taxes, assessments, fees, or other governmental charges for which Lessee is responsible or liable pursuant to the foregoing, Lessee shall reimburse Lessor therefor within five (5) days after demand by Lessor. All amounts under this paragraph (other than interest) payable to Lessor shall be computed on an "after tax" basis so that such payments shall be in an amount which, when reduced by the increase in the income tax liability or liabilities of Lessor, if any, as a result of such payment by Lessee, shall equal the after-tax cost of the tax, assessment, fee or other governmental charge paid by the Lessor.

12. Exemption from Federal Taxation. The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, (including, but not limited to, the taxability of the interest portion of the rental payments caused by the non-applicability of Code Section 103(a) or the denial under Code Section 265(b), of a deduction for a portion of interest expense of Lessor, the affiliated group (as defined in Code Section 1504(a) of which Lessor is a member, or any separate member of the affiliated group of which Lessor is a member) then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge, retroactively from the effective date of imposition of the change of tax treatment through the term of this Agreement during which the change of tax treatment is imposed, with credit being given for rental payments having already been made by Lessee during the period for which the change is imposed, and subsequently thereto, as rental payments would otherwise become due, until the end of the lease term. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax treatment.

Lessee agrees to pay its pro-rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to

secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro-rata share shall be determined by the percentage that the Lessor's original cost of the Equipment bears to the total original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals as specified in the Equipment Schedules.

13. Use of Equipment; Inspections. Lessee may possess and use the Equipment in accordance with this Agreement, provided that any such use is in conformity with all applicable laws, regulations, ordinances, any insurance policies and any warranties of the manufacturer or supplier with respect to the Equipment. Lessee will not use or operate any item of Equipment other than in a manner and for the use contemplated by the manufacturer or supplier thereof, or permit any person other than the Lessee's authorized agents or employees to operate the Equipment.

Lessor or Lessor's agent shall have the right upon reasonable prior notice to the Lessee and during the Lessee's regular business hours to inspect the Equipment at the premises of the Lessee or wherever the Equipment may be located. Lessee shall promptly notify Lessor of all details arising out of any change in location of the Equipment, any alleged encumbrances thereon, any accident allegedly resulting from the use or operation thereof, or any materially defective, improper or malfunctioning item of Equipment and any claim or demand involving or relating thereto.

14. Acceptance. Lessee acknowledges and agrees that:

- (a) each item of the Equipment is of a size, design, capacity and manufacture selected by Lessee;
- (b) Lessee is satisfied that the Equipment, and each component thereof, is suitable for its purpose;
- (c) Lessor is not the manufacturer of the Equipment nor a dealer in property of such kind;
- (d) Lessor shall have no obligation to accept any item of the Equipment from any seller thereof until that item of Equipment is accepted by Lessee; and
- (e) the foregoing notwithstanding, Lessee shall indemnify Lessor and hold Lessor harmless from and against any and all losses and liabilities which may arise from Lessee's failure for any reason to accept any item of the Equipment.

15. Maintenance. Lessee will pay for and provide all utilities consumed by or required for the Equipment or use thereof, including, but not limited to, water, gas, electrical power, oil, gasoline, and lubricants. Lessee, at its sole expense, at all times during the term of this

Agreement, shall maintain the Equipment and all additions, attachments and accessions thereto in good operating order, repair, condition, and appearance, and keep the same protected from the elements, ordinary wear and tear resulting from authorized use thereof alone excepted and shall make all necessary repairs and replacements to the Equipment. If the manufacturer of the Equipment has provided Lessee with a standard maintenance schedule, such schedule will constitute minimum maintenance compliance and Lessee upon request, will furnish Lessor with satisfactory evidence of such compliance. In furtherance of the maintenance of the Equipment, Lessee agrees, if requested by Lessor, to enter into and maintain in force a Maintenance Agreement with the manufacturer or a person (who may be a supplier) approved by the manufacturer providing for the maintenance of the Equipment (or specified items of Equipment). In the event Lessee is requested to enter into such a Maintenance Agreement, Lessee agrees to do all things within its power to cause such Maintenance Agreement to be complied with in all respects by Lessee, and the other party thereto; and Lessor hereby authorizes such other party thereto to accept the direction of Lessee in respect to such Maintenance Agreement. All maintenance and service charges, whether pursuant to such Maintenance Agreement or otherwise, shall be borne by Lessee.

16. Alterations and Repairs. Lessee shall not, without the prior written consent of Lessor (which may be withheld with or without cause), make any repair or alteration to or install any accessory, equipment, or device on the Equipment or any component thereof which interferes with the normal and satisfactory operation or maintenance thereof, or creates a safety hazard, or which might result in the creation of mechanic's or materialman's lien with respect thereto. All parts and attachments (whether new or replaced) at any time installed in or affixed to the Equipment shall constitute accessions thereto and shall be the property of Lessor (except items which are furnished or affixed by Lessee and may be removed without in any way affecting or impairing the original intended function or use of the Equipment or any component thereof and are readily removable by Lessee without causing material damage to the Equipment).

17. Disclaimer of Warranties. Exclusion of Liability. LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE PERFORMANCE OF THE EQUIPMENT; THE WORKMANSHIP OR MATERIAL IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS. AS TO LESSEE, LESSOR LEASES THE EQUIPMENT "AS IS." Lessor shall have no obligation to accept any item of Equipment from any supplier thereof until that item of Equipment is accepted by Lessee. Lessor hereby assigns to Lessee, for and during the term of this Lease, applicable factory warranties, if any, express or implied, issued with respect to the Equipment and each component thereof, and Lessee will be subrogated to Lessor's claims, if any, against the manufacturer or supplier of the Equipment for breach of any warranty or representation with respect thereto. Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor authorizes Lessee to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery,

installation or maintenance and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Lessor, at its option, may provide in its Purchase Order that supplier agrees that any of such claims may be made by Lessee directly against suppliers. The obligation of Lessee to pay the rental payments shall not be abated, impaired or reduced by reason of any claims of the Lessee with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise. Notwithstanding the foregoing, Lessee's obligations to pay the rentals or otherwise under this Lease shall be and are absolute and unconditional. All proceeds of any such warranty recovery from the manufacturer or supplier of the Equipment shall be first used to repair the affected Equipment. In no event shall Lessor be liable to Lessee for loss of anticipatory profits or any other direct, indirect, special or consequential damages.

18. Risk of Loss. All risk of loss, theft, damage or destruction to such item of Equipment shall be borne by Lessee. No such loss, theft, damage or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Agreement, all of which shall continue in full force and effect, and Lessee, at Lessor's option, shall either:

- (a) place the affected Equipment in good repair, condition and working order;
- (b) replace the same with like Equipment in good repair, condition and working order (with documentation establishing clear title therein in Lessor); or
- (c) pay to Lessor an amount equal to the purchase option price as prescribed in Paragraph 21 hereof, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss, theft, damage or destruction.

19. Insurance. Lessee shall keep the Equipment insured against loss, theft, damage or destruction from every cause whatsoever for not less than full replacement value thereof, and shall carry public liability and property damage insurance covering the Equipment and its use with companies approved by the Lessor. All such insurance shall be in the joint names of Lessor and Lessee, with Lessor and Lessee named as loss payees, as their interests may appear, shall provide that Lessor shall receive not less than 30 days' notice of any termination, cancellation or alteration of the terms thereof and that the coverage afforded Lessor shall not be rescinded, impaired or invalidated by any act or neglect of Lessee, and otherwise shall be in form and amount and with companies approved by Lessor. Lessee shall pay the premiums therefor and delivery said policies, or duplicates thereof or certificates of coverage thereunder, to Lessor. The proceeds of hazard insurance shall, at the option of Lessor, be applied toward the repair or replacement of the Equipment or the payment of the obligations of Lessee hereunder, as set forth in Paragraph 18. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute or endorse all documents, checks or drafts for loss or damage under any such policy.

20. License and Taxes. In addition to other payments to be made pursuant to this Agreement, Lessee shall pay Lessor, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee or the Equipment by any governmental authority

upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

21. Prepayment Purchase. At the end of the lease term for Equipment covered by an Equipment Schedule, provided all rental payments have been made under such Equipment Schedule and there is no default or event which with the giving of notice or lapse of time, or both, could become a default under the Agreement, any interest of Lessor to the Equipment subject to such Equipment Schedule shall be transferred to the Lessee or released. Provided all rental payments under this Agreement are paid to date, Lessee may prepay for Equipment under an Equipment Schedule and purchase the interest of Lessor in the Equipment at the end of any month during the lease term by payment of:

(a) the outstanding principal balance due under the Amortization Schedule attached to the applicable Equipment Schedule (or any substitute amortization schedule in effect in accordance with Paragraph 12) plus accrued interest to date;

(b) the cost of any required inspections, examinations, or certifications of the Equipment; and

(c) the cost of any repairs, modifications, or adjustments required as a result of the inspections, examinations, or certifications referred to in (b) above.

Such option shall be exercisable by written notice to Lessor not less than 30 days prior to the prepayment purchase date. The closing shall be held on the specified prepayment purchase date, or on the next following business day if such day is a Saturday, Sunday or legal holiday, at the Principal Offices of Lessor, at which time Lessor shall deliver to Lessee a release of any interest of the Lessor in the Equipment subject to such Equipment Schedule to Lessee. Upon payment in full of all amounts due with respect to all Equipment identified in a particular Equipment Schedule and release of any interest by the Lessor of its interest in such Equipment the Lessee, this Agreement shall terminate with respect to such Equipment for which payment has been made in full (but shall remain in force with respect to any other Equipment identified in another Equipment Schedule for which payment in full has not been made.)

22. Security Interest. To secure all of its obligations hereunder Lessee grants to Lessor a first and prior security interest in any and all right and interest of Lessee in the Equipment, the Agreement and payments due under this Agreement, agrees that this Agreement may be filed as a financing statement evidencing such security interest, and agrees to execute and deliver all financing statements and other instruments necessary or appropriate to evidence such security interest. Lessee further agrees that the Uniform Commercial Code of the State of Tennessee shall apply as between the parties hereto and assignees of Lessor.

23. Default. The Lessee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) nonpayment when due or within 6 days thereafter of any installment of rent or other sum owing hereunder;

(b) breach of any other covenant or agreement in this Agreement and the continuance of such breach for a period of 10 consecutive days following Lessee's receipt of written notice thereof from Lessor;

(c) if any representation or warranty made by Lessee or by any agent or representative of Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) if Lessee shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of, or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver of if a trustee or receiver shall be appointed for Lessee or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar proceedings shall be instituted by or against Lessee;

(e) if any order, judgment or decree shall be entered against Lessee by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Lessee or its property whereby any of the Equipment or any substantial part of Lessee's property may be taken or restrained;

(f) if Lessee shall default in the performance of any obligation or in the payment of any sum due to the Lessor under any other lease, contract, agreement, arrangement or understanding;

(g) if any indebtedness of Lessee for borrowed money shall become due and payable by acceleration of the maturity date thereof; or

(h) if Lessor, in the exercise of reasonable judgment, shall determine that Lessee is generally not paying its debts as such debts become due. In addition, Lessee shall give Lessor 5 days' written notice prior to the filing of any voluntary petition of bankruptcy, written notice upon commencement of an involuntary bankruptcy proceeding, or written notice prior to taking any action with respect to the Equipment in bankruptcy proceedings, and shall include in said written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this Agreement as to all items of Equipment. Said default and termination, however, shall not constitute an election of remedies and Lessor shall retain its rights to such other remedies as may be set forth in this Agreement.

24. Remedies. Upon the occurrence of any event of default and at any time thereafter, Lessor, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect:

(a) declare the unpaid principal balance plus accrued interest to date under this Agreement to be immediately due and payable without notice or demand;

(b) terminate this Agreement as to any or all items of Equipment;

(c) without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the leased Equipment may be, or is believed to be by Lessor, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property. Lessee hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(d) cause Lessee, at its expense, promptly to return the Equipment to Lessor, at such place as Lessor may designate, in the condition set forth above;

(e) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or at any other location without affecting the obligations of Lessee as provided in this Agreement;

(f) sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(g) proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof; or

(h) exercise any and all rights accruing to Lessor under any applicable law upon a default by Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) all unpaid rent or other sums which are due and payable up to the date the Equipment is returned to or repossessed by Lessor,

(ii) any expense paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorneys' fees and legal expenses, and

(iii) the purchase option price as prescribed in Paragraph 21 hereof, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise. Additionally, the measure of liquidated damages as set forth hereinabove shall be applicable to fix the damages accruing for the unexpired portion of the lease term if this Agreement is not assumed by the Lessee in a bankruptcy proceeding. Should Lessor, however, estimate its actual damages to exceed the foregoing, Lessor may, at its option, recover its actual damages in lieu of

or in addition thereto.

None of the remedies of Lessor under this Agreement are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity. Lessee agrees to pay Lessor all attorneys' fees and all costs and expenses incurred by Lessor in connection with the enforcement of the terms of the Agreement or any right or remedy hereunder. Any repossession or subsequent sale or lease by the Lessor of any item of Equipment shall not bar an action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against the Lessee shall not bar the Lessor's right to repossess any or all items of Equipment. Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Lessor in the event of a default hereunder by Lessee.

25. Reports. Lessee shall:

(a) immediately notify Lessor of any materially defective, improper, or malfunctioning item of Equipment, the nature of the defect or malfunction, the name and address of the manufacturer of the item of Equipment, and such other information as may be known;

(b) promptly advise Lessor of all correspondence, papers, notices, and documents whatsoever received by Lessee in connection with any claim or demand involving or relating to materially improper manufacturing, operation, use, or functioning of any item of Equipment or charging Lessor or Lessee with liability, and aid in the investigation and defense of all such claims and in the recovery of damages from third persons liable therefore;

(c) notify Lessor in writing within 10 days after any day on which any tax lien shall attach to any item of Equipment; and

(d) reimburse Lessor, upon demand, for all attorneys' fees, court costs, and other fees, costs, and expenses incurred by Lessor in connection with the foregoing.

26. Further Assurances. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to more effectively carry out the intent and purposes hereof.

27. Lessee's Obligations Unconditional. Lessee hereby agrees that Lessee's obligation to pay all rent and other amounts owing hereunder shall be absolute and unconditional under all circumstances. This Agreement may not be cancelled or terminated except as expressly provided herein.

28. Relationship of Parties. The relationship of Lessor and Lessee is that of Lessor and Lessee only, and nothing contained herein shall be deemed or construed by Lessor and Lessee, or by any third party, or by any court, as creating the relationships of employer and employee, principal and agent, partnership, or joint venture.

29. Notices. All notices, demands and requests which may or are required to be given to another party hereunder shall be in writing, and each shall be deemed to have been properly

given when served personally on an executive officer of the party to whom such notice is to be given, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows:

If to the Lessor:

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P. O. Box 15097
302 Second Avenue
Hattiesburg, MS 39404-5097
Attention: Ms. Elaine D. Temple, President

If to the Lessee:

Lawrence County Highway Department
520 Crescent Factory Road
Lawrenceburg, TN 38464

A duplicate copy of each notice, certificate or other communication given under this Agreement to any party thereunder shall also be given to any other parties indicated in this Paragraph. The Lessor and Lessee, by notice given hereunder, designate any further or different addresses and to which subsequent notices, certificates or other communications shall be sent.

30. Consents. The consent or approval by any party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. No custom or practice of the parties shall constitute a waiver of any party's rights to insist upon strict compliance with the terms hereof.

31. Entirety of Agreement. This Agreement contains the entire agreement between Lessor and Lessee, and supercedes all prior agreements and understandings relating to the subject matter hereof. No other agreement shall be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought. No representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be of any force or effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute, collectively, one agreement, but, in making proof hereof, it shall never be necessary to exhibit more than one such counterpart.

33. Amendments and Addendums. This Agreement may be amended or any of its terms modified only by written consent of Lessee and Lessor or its assignee.

In the event Lessee desires to buy other equipment, the parties may execute an addendum to this Agreement with respect to such other equipment by (i) executing a Purchase Order for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by this Agreement. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

- (a) This Agreement, which provides basic terms and conditions;
- (b) An executed Purchase Order and acceptance certificate; and
- (c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

34. Severability Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

35. Persons Bound by Agreement. The conditions, terms, provisions, and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon Lessee, and its successors, assigns, agents, and servants. The Lessee has no interest in the Equipment other than the possession and use thereof during the lease term and cannot pledge, mortgage, or grant a security interest in the Equipment or any item of Equipment. The conditions, terms, provisions, and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon Lessor, and its successors, assigns, agents, and servants, and, where the context so requires, any person accepting an assignment of the rights of Lessor hereunder, and their respective successors, assigns, agents, and servants, and with respect to any indemnification provisions hereof, Lessor and any holder of obligations of Lessor issued in connection with this Agreement, and their respective successors, assigns, agents, and servants, shall each be entitled to indemnification hereunder without regard to the actions of any other person hereunder.

36. Assignment. (a) Without Lessor's prior consent, Lessee shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the consent of Lessee, assign its rights, title and interest in and to this Agreement, and all attachments hereto including the Purchase Order(s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this Agreement or the Equipment, in whole or in part and its assignee may reassign this Agreement.

Lessee agrees that this Agreement may become a part of a pool of contract obligations at Lessor's option, and Lessor or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of Lessor under this Agreement. Lessee shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Agreement and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Agreement, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

37. Waivers: Cumulative Rights. No waiver by Lessor of any default shall be deemed to be a waiver of any other then existing or subsequent default, nor shall any such waiver by Lessor be deemed to be a continuing waiver. No delay or omission by Lessor in exercising any right, power, privilege, or remedy hereunder, or at law or in equity, or otherwise shall impair any such right, or be construed as a waiver thereof or any acquiescence therein, nor shall any single or partial exercise of any right preclude other or further exercise thereof, or the exercise of any other right. All rights shall be cumulative of and in addition to all other rights, and may be exercised from time to time, and as often as may be deemed expedient by Lessor.

38. Governing Law. The substantive laws of the State of Tennessee shall govern the validity, construction, enforcement, and interpretation of this Agreement, the rights and remedies of the parties hereunder, and the ownership rights in and to the Equipment.

39. Right to Perform Covenants. If Lessee shall fail to make any payment or perform any act required to be made or performed by Lessee hereunder, Lessor, without waiving or releasing any obligation or default on the part of Lessee, may (but will be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee, and may take all such action as may be necessary therefore. All sums so paid by Lessor and all expenses (including, without limitation, reasonable attorneys' fees) so incurred, together with interest thereon from the date of payment or incurring at the highest rate permitted by applicable law, will be paid by Lessee to Lessor on demand.

40. Survival. Lessee's obligations contained in this Agreement shall survive the termination or cancellation of this Agreement or the expiration of the term of any schedule.

41. Special Stipulations. Any amendment to standard language will be set forth in Exhibit A attached hereto ("Special Stipulations").

42. Maximum Interest Rate. Nothing contained in this Agreement shall require the

Lessee to pay interest at a rate exceeding the Maximum Permissible Rate. If the amount of interest payable to the Lessor for any period would otherwise exceed the Maximum Permissible Amount for such period, such amount shall be automatically reduced to the Maximum Permissible Amount for such period, and the amount of interest payable to the Lessor for any subsequent period, to the extent less than the Maximum Permissible Amount for such subsequent period, shall, to the extent, be increased by the amount of such reduction. The Lessee shall give the Lessor notice of any law or change in law that may result in such reduction or increase promptly after becoming aware of such law or change. "Maximum Permissible Amount" means, with respect to interest on any amount for any period, the maximum amount of interest that can be payable with respect to such amount for such period without causing the rate of interest on such amount for such period to exceed the Maximum Permissible Rate. "Maximum Permissible Rate" means the rate of interest on an amount that if exceeded could, under law, result in civil or criminal penalty being imposed on the Lessor or result in the Lessor's being unable to enforce payment or repayment of all or part of the rental payments due under this Agreement, including portions allocable to interest due or to become due on such amount.

43. Effective Date. This Agreement shall become effective upon execution by all of the parties hereto.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

LESSOR:

BancorpSouth Equipment Finance, a division
of BancorpSouth Bank

LESSEE:

Lawrence County Highway Department

By: _____ By: _____
Title: _____ Title: _____

Form 8038-G

(Rev. November 2009)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(f)
See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0074

Part I Reporting Authority

1 Issuer's name **Lawrence County Highway Department** **2 Issuer's employer identification number**
3 Number and street for P.O. box if mail is not delivered to street address
520 Crescent Factory Road **4** Report number
5 City, town, or post office, state, and ZIP code **Lawrenceburg, TN 38464** **3**
6 Date of issue
7 Name of issue **Lawrenceburg, TN 38464** **8** CUSIP number

9 Name and title of officer or legal representative whom the IRS may call for more information **10** Telephone number of officer or legal representative

Part II Type of issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

<input type="checkbox"/> 11 Education	<input type="checkbox"/> 11
<input type="checkbox"/> 12 Health and hospital	<input type="checkbox"/> 12
<input type="checkbox"/> 13 Transportation	<input type="checkbox"/> 13
<input type="checkbox"/> 14 Public safety	<input type="checkbox"/> 14
<input type="checkbox"/> 15 Environment (including sewage bonds)	<input type="checkbox"/> 15
<input type="checkbox"/> 16 Housing	<input type="checkbox"/> 16
<input type="checkbox"/> 17 Utilities	<input type="checkbox"/> 17
<input checked="" type="checkbox"/> 18 Other. Describe 2-CAT Compactors	<input type="checkbox"/> 18 201,204.90
19 If obligations are TANS or RANS, check box <input type="checkbox"/> If obligations are BANS, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

(a) Bond maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
	\$ 201,204.90	\$ N/A	N/A	3.45

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

Proceeds used for	21	22	23	24	25	26	27	28	29	30
Issue price of entire issue (enter amount from line 21, column (b))										
Proceeds used for bond issuance costs (including underwriters' discount)										
Proceeds used for credit enhancement										
Proceeds allocated to irrevocably required reserve or replacement fund										
Proceeds used to currently refund prior issues										
Proceeds used to advance refund prior issues										
Total (add lines 24 through 28)										
Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)										

Part V Description of Refunded Bonds (Complete this part only for refunded bonds)

31	32	33	34
Enter the remaining weighted average maturity of the bonds to be currently refunded	years		
Enter the remaining weighted average maturity of the bonds to be advance refunded	years		
Enter the last date on which the refunded bonds will be called			
Enter the date(s) the refunded bonds were issued			

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions) **36a**

37 Enter the final maturity date of the guaranteed investment contract **37a**

37b If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the name of the issuer and the date of the issue

38 If the issuer has designated the issue under section 264(b)(3)(B)(iii) (small issuer exception), check box

39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box

40 If the issuer has identified a hedge, check box

Under penalties of perjury, I declare that I have prepared this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

Signature of issuer's authorized representative _____ Date _____ Type of print name and title _____

For Paperwork Reduction Act Notice, see page 2 of the instructions.

SPECIAL STIPULATIONS

LESSOR: BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
302 Second Avenue
Hattiesburg, MS 39404-5097

By: _____
Title: _____
Date: _____

LESSEE: Lawrence County Highway Department
520 Crescent Factory Road
Lawrenceburg, TN 38464

By: _____
Title: _____
Date: _____

--NONE--

EXHIBIT A

EQUIPMENT LEASE SCHEDULE

Lease Schedule Number 01

This Lease Schedule to the Equipment Lease-Purchase Agreement dated as of _____ (the "Agreement") between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, a Mississippi Corporation (the "Lessor") and Lawrence County Highway Department (the "Lessee"), acting by and through the _____, the Governing Body of the Lessee, is made as of this date.

1. Description of the Equipment. The quantity, item, manufacturer, and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B-1" attached hereto and made a part hereof.

2. Location of the Equipment. The Equipment is to be located and delivered to Lessee's premises at _____.

3. Original Rental Term. The term of the Agreement shall be 2 years 1 months.

4. Rental Payments. The Lessee agrees to pay the Lessor the original cost of \$201,204.90 for the Equipment hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of 3.45 percent per annum as provided thereby.

5. This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement.

DATED, this the _____ day of _____.

LESSOR:

BancorpSouth Equipment Finance, a division of BancorpSouth Bank

LESSEE:

Lawrence County Highway Department

By: _____ Title: _____
By: _____ Title: _____

EXHIBIT B

BANCORSOUTH EQUIPMENT FINANCE
A division of BancorpSouth Bank
PO Box 15097
Hattiesburg, MS 39404-5097

INVOICE

(Please return a copy of this invoice with your payment)

June 30, 2009

Lawrence County Highway Department

Reference: Master Lease No. 9559, Account No. 70642.001

First Payment in Advance \$69,391.64
TOTAL AMOUNT DUE: \$69,391.64

THANK-YOU

BancorpSouth Equipment Finance

a division of BancorpSouth Bank

P. O. Box 15097

Hattiesburg, MS 39404-5097

601-544-3252 - 800-222-1610 - FAX 800-322-1611

June 30, 2009

Lawrence County Highway Department

RE: 2-Cat Compactors

Insurance must be maintained on any leased equipment or vehicles. Please forward insurance certificate for our files from your insurance company. We require BancorpSouth Equipment Finance be listed as loss payee for leased equipment and or vehicles as our interest may appear.

Please contact your insurance agent to update your coverage and provide us the necessary evidence of insurance.

Your prompt attention is needed and appreciated in this matter. If you need further information or have any question, please contact me at 800-222-1610.

Please list BancorpSouth Equipment Finance as loss payee.

Thank you,



Jessica Cooksey

BancorpSouth Equipment Finance
Phone: (601) 544-3252

P. O. Box 15097
Toll Free: (800) 222-1610

Hattiesburg, MS 39404
Fax: (800) 322-1611
(601) 545-1830

Please indicate who funds are to be released to:

_____ Customer (if customer is to be paid, please send copy of check where vendor has been paid)

_____ Vendor

EXHIBIT B-1

Lawrence County Highway Department

Master Lease Number: 9559 Schedule Number: 01

CATERPILLAR COMPACTOR, SN: JLM00155

CATERPILLAR COMPACTOR, SN: JLM00156

Info Analysis
Payment Amortization Report

County: Lawrence County, Tennessee

County ID: 029-1154-029-004

Quote Entered Date: 5/15/09

Interest Rate: 3.4500% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	7/5/09	69,391.64	69,391.64	0.00	131,813.26	0.00	0.00	131,813.26
1	8/5/09	0.00	0.00	0.00	131,813.26	378.96	378.96	132,192.22
2	9/5/09	0.00	0.00	0.00	131,813.26	380.05	759.02	132,572.27
3	10/5/09	0.00	0.00	0.00	131,813.26	381.15	1,140.16	132,953.42
4	11/5/09	0.00	0.00	0.00	131,813.26	382.24	1,522.40	133,335.66
5	12/5/09	0.00	0.00	0.00	131,813.26	383.34	1,905.74	133,719.02
	2009	69,391.64	69,391.64	0.00		1,905.74		
6	1/5/10	0.00	0.00	0.00	131,813.26	384.44	2,290.18	134,103.44
7	2/5/10	0.00	0.00	0.00	131,813.26	385.53	2,675.73	134,488.98
8	3/5/10	0.00	0.00	0.00	131,813.26	386.66	3,062.39	134,875.65
9	4/5/10	0.00	0.00	0.00	131,813.26	387.77	3,450.15	135,263.42
10	5/5/10	0.00	0.00	0.00	131,813.26	388.88	3,839.04	135,652.30
11	6/5/10	0.00	0.00	0.00	131,813.26	390.00	4,229.04	136,042.30
12	7/5/10	64,771.48	64,771.48	4,620.16	67,041.77	391.12	0.00	67,041.77
13	8/5/10	0.00	0.00	0.00	67,041.77	192.75	192.75	67,234.52
14	9/5/10	0.00	0.00	0.00	67,041.77	193.30	386.04	67,427.82
15	10/5/10	0.00	0.00	0.00	67,041.77	193.85	579.89	67,621.67
16	11/5/10	0.00	0.00	0.00	67,041.77	194.41	774.31	67,816.08
17	12/5/10	0.00	0.00	0.00	67,041.77	194.97	969.28	68,011.06
	2010	69,391.64	64,771.48	4,620.16		3,683.70		
18	1/5/11	0.00	0.00	0.00	67,041.77	195.53	1,164.81	68,206.59
19	2/5/11	0.00	0.00	0.00	67,041.77	196.09	1,360.91	68,402.68
20	3/5/11	0.00	0.00	0.00	67,041.77	196.66	1,557.57	68,599.34
21	4/5/11	0.00	0.00	0.00	67,041.77	197.22	1,754.79	68,796.56
22	5/5/11	0.00	0.00	0.00	67,041.77	197.79	1,952.58	68,994.35
23	6/5/11	0.00	0.00	0.00	67,041.77	198.36	2,150.94	69,192.71
24	7/5/11	69,391.64	67,041.77	2,349.87	0.00	198.93	0.00	0.00
	2011	69,391.64	67,041.77	2,349.87		1,380.58		
Totals:		208,174.93	201,204.90	6,970.03		6,970.03		

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Equipment Lease-Purchase Agreement dated as of _____

Lawrence County Highway Department (the "Lessee"), acting by and through the _____, the Governing Body of the Lessee, hereby acknowledge receipt in good condition and working order of the equipment (the "Equipment") as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof. The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of _____ between Lessor and Lessee. Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's(s) invoices for the Equipment and requests that Lessor make payment of such invoices.

Lessee further acknowledges that it selected the Equipment so received. LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE:

Lawrence County Highway Department

By: _____

Title: _____

Date: _____

EXHIBIT C-1

Lawrence County Highway Department

Master Lease Number: 9559 Schedule Number: 01

CATERPILLAR COMPACTOR, SN: JLM00155

CATERPILLAR COMPACTOR, SN: JLM00156

LAWRENCE COUNTY TN RESOLUTION NO: 2009072810

Resolution authorizing and approving execution of an equipment lease-purchase agreement with BancorpSouth Equipment Finance, a Division of BancorpSouth Bank, for the purpose of lease-purchasing certain equipment

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.							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			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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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. 2009072811

RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR A LITTER AND TRASH COLLECTING GRANT FOR FY 2009-2010 FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT.

WHEREAS, the Lawrence County Commission intends to apply for the aforementioned Grant from the Tennessee Department of Transportation and,


WHEREAS, the contract for the Grant for FY 2009-2010 will impose certain legal obligations upon Lawrence County.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that:

1. That the County Executive, Paul Rosson, of Lawrence County is authorized to apply on behalf of Lawrence County for a Litter and Trash Collecting Grant for FY '09-'10 from the Tennessee Department of Transportation.
2. That should said application be approved by the Tennessee Department of Transportation, then County Executive Paul Rosson of Lawrence County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Lawrence County.

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

Passed this 28th day of July, 2009.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

Resolution authorizing submission of an application for a Litter and Trash Collecting Grant for FY 2009-2010 from the Tennessee Department of Transportation and authorizing the acceptance of said grant

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.			X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergeses, Mark			X			X	
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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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. 2009072812

RESOLUTION APPROVING THE BOND FOR CORONER AND ASSISTANT CORONERS

WHEREAS, state law requires that all county officials execute a bond for the faithful discharge of the duties of their respective offices; and

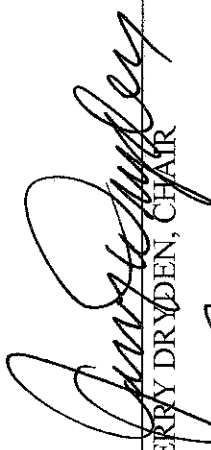
WHEREAS, Scott Storey has been appointed Coroner and Mike Staggs and Larry Glass have been appointed Assistant Coroners for Lawrence County by the Lawrence County Legislative Body; and

WHEREAS, such official bonds for Scott Storey as Coroner and Mike Staggs and Larry Glass as Assistant Coroners for Lawrence County have been executed on July 28, 2009.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that the attached bonds be approved and that upon such approval that said bonds be recorded in the office of the Register of Deeds pursuant to T.C.A. §8-19-103 and that said bonds then be filed with the State Comptroller of the Treasury pursuant to T.C.A. §8-19-102.

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

Passed this 28th day of July, 2009.



JERRY DRAYDEN, CHAIR



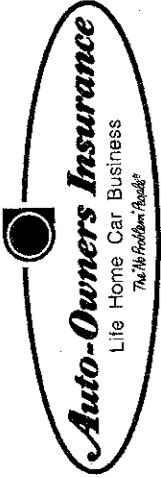
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON



SURETY BOND
Public Official, Bid, Contract,
License or Permit Bonds and
Probate Bonds

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS

That we, Scott Story, as Principal, and the
Auto-Owners Mutual Insurance Company, a corporation organized under the laws of the State of
Michigan, and having its principal office at Lansing, Michigan, as Surety, are held and firmly bound unto _____
State of TN Comptroller of Treasury _____ in the penal sum of (\$ 2,500)-----
Two Thousand Five Hundred and 00/100----- Dollars,

lawful money of the United States of America, for which payment, well and truly to be made, we jointly and severally bind
ourselves, our successors, administrators and assigns, firmly by these presents.

SIGNED, SEALED, and DATED this 16th day of July, 2009

WHEREAS the aforesaid Principal has _____
(if a bid bond insert "submitted its bid for, etc.")

(if a Contract Bond insert "entered into written contract with aforesaid Obligees dated, etc.")

(if a Public Official Bond insert "been elected or appointed (name) for the terms beginning (date) and ending (date)")

(if a License or Permit Bond insert "been granted a license or permit as (name business) by the said Obligee for the period of one year from (date)")

(if a Probate Bond insert "been appointed [Executor, Administrator, Guardian, Conservator] of the estate of [name of deceased, minor or incompetent]")
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall
faithfully perform the duties of said office

(if a Bid Bond insert "be awarded the contract upon said bid and undertake said contract")

(if a Contract Bond insert "comply with the terms and conditions of the aforesaid contract")

(if a Public Official Bond insert "faithfully perform the duties of said office")

(if a License or Permit Bond insert "comply with the laws of the aforesaid Obligee governing said License or Permit")

Then this obligation shall be void, otherwise to remain in full force and effect.
PROVIDED: FIRST: - That the liability of the Surety shall in no event exceed the penalty of this Bond.
SECOND: - If this is a Bid Bond, any proceedings at law or in equity brought against said Surety to recover any
claim hereunder, must be instituted within six (6) months from the date of this instrument.

The Surety may terminate the bond by mailing 30 day written notice to the Obligee and Principal.
(if no further conditions insert "no further conditions")

Scott Story

Principal
Auto-Owners Mutual Insurance Company

By Tamara L. Hutton
Surety
Attorney-in-Fact

Tamara L Hutton
Tamara L Hutton

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS (MUTUAL) INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 097619 66061168

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint **Tamara L Hutton**

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed

by its authorized officer this 8th day of July, 2009.



Kenneth R. Schroeder, Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }



On this 8th day of July, 2009, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires September 28, 2011.



Michelle A. Bottum, Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 1st day of July, 2008.



Stuart R. Birn, First Vice President, Secretary and General Counsel



*This power of attorney is attached to bond number 097619 66061168, issued to Scott Story

on July 16th, 20 09.

**BOND RIDER
(ALL PURPOSE)**

To be attached to and form part of Bond No. 067619 66311431

Executed the 1st Day of September, 2006

In The Penal Sum of (\$2,500)

By Larry Glass As Principal and

The AUTO-OWNERS INSURANCE COMPANY As Surety,

In Favor of State of Tennessee and Lawrence County As Obligee.

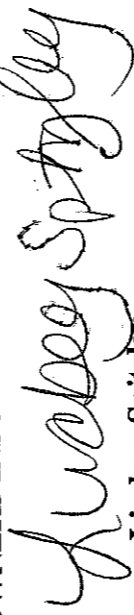
The above mentioned bond covers the aforesaid Principal as Coroner

The aforesaid Principal and Surety hereby agree that:

1. Description of position changed -
From: Coroner
To: Deputy Coroner
2. The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.
3. This rider shall become effective as of the beginning of the 6th day of August, 2009.

AUTO-OWNERS INSURANCE COMPANY

By:



Lindsey Spitzley
(Attorney-in-Fact)

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS (MUTUAL) INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 067619 66311431

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint **LINDSEY SPITZLEY**

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed

by its authorized officer this 4th day of August, 2009.



Kenneth R. Schroeder, Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }



Michelle A. Boftum
Michelle A. Boftum, Notary Public

On this 4th day of August, 2009, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires September 28, 2011.

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 1st day of July, 2008.

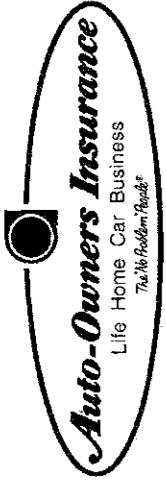


Stuart R. Birn, First Vice President, Secretary and General Counsel



*This power of attorney is attached to bond number 067619 66311431, issued to LARRY GLASS

on 6TH AUG, 20 09.



Bond No. 097619 66061167

SURETY BOND
Public Official, Bid, Contract,
License or Permit Bonds and
Probate Bonds

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS

That we, Mike Staggs, as Principal, and the
Auto-Owners (Mutual) Insurance Company, a corporation organized under the laws of the State of
Michigan, and having its principal office at Lansing, Michigan, as Surety, are held and firmly bound unto
State of Tennessee, Comptroller of Treasury 2,500. in the penal sum of (\$ 2,500.)
Two Thousand Five Hundred and no/100----- Dollars,

lawful money of the United States of America, for which payment, well and truly to be made, we jointly and severally bind
ourselves, our successors, administrators and assigns, firmly by these presents.

SIGNED, SEALED, and DATED this 28th day of July, 2009

WHEREAS the aforesaid Principal has been elected or appointed Deputy Coroner for the term beginning July 16, 2009.
(if a bid bond insert "submitted its bid for, etc.")

(if a Contract Bond insert "entered into written contract with aforesaid Obligees dated, etc.")

(if a Public Official Bond insert "been elected or appointed (name) for the terms beginning (date) and ending (date)")

(if a License or Permit Bond insert "been granted a license or permit as (name business) by the said Obligees for the period of one year from (date)")

(if a Probate Bond insert "been appointed [Executor, Administrator, Guardian, Conservator] of the estate of [name of deceased, minor or incompetent]")
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall
faithfully perform the duties of said office.

(if a Bid Bond insert "be awarded the contract upon said bid and undertake said contract")

(if a Contract Bond insert "comply with the terms and conditions of the aforesaid contract")

(if a Public Official Bond insert "faithfully perform the duties of said office")

(if a License or Permit Bond insert "comply with the laws of the aforesaid Obligees governing said License or Permit")

Then this obligation shall be void, otherwise to remain in full force and effect.
PROVIDED: FIRST: - That the liability of the Surety shall in no event exceed the penalty of this Bond.
SECOND: - If this is a Bid Bond, any proceedings at law or in equity brought against said Surety to recover any
claim hereunder, must be instituted within six (6) months from the date of this instrument.

Surety may terminate bond at any time with thirty (30) day written notice of cancellation to the said Obligees & Principal.
(if no further conditions insert "no further conditions")

Mike Staggs Mike Staggs
Principal
Auto-Owners (Mutual) Insurance Company
Surety
By Tamara L. Hutton
Attorney-in-Fact

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 097619 66061167

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint **Tamara L. Hutton**

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 8th day of July, 2009.



Kenneth R. Schroeder, Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }



On this 8th day of July, 2009, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires September 28, 2011,


Michelle A. Bottum, Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked, and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 1st day of July, 2008.



Stuart R. Birn, First Vice President, Secretary and General Counsel



*This power of attorney is attached to bond number 097619 66061167, issued to Mike Staggs

on July 28, 20 09.

Resolution approving the bond for Coroner and Assistant Coroners

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.			X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergeses, Mark			X			X	
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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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. 2009072813

RESOLUTION TO REQUEST THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
TO NAME A PORTION OF STATE ROUTE 242 THE
“EMMIE ROBERTSON MEMORIAL HIGHWAY”

WHEREAS, Emma Elisabeth (Emmie) Robertson was born in Lawrence County on October 22, 1987, and was a lifelong resident of the West Point area of Lawrence County who on September 11, 2005, tragically lost her life in an automobile accident on State Road 242 (West Point Road) in Lawrence County, between mile markers 13 and 14; and

WHEREAS, the family of Emmie Robertson has requested that section of State Road 242 (West Point Road) be named after her as a fitting tribute.

NOW THEREFORE, BE IT RESOLVED, by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that the Tennessee General Assembly be urged to name the section between mile markers 13 and 14 on State Route 242 (West Point Road), the "Emmie Robertson Memorial Highway" with the cost of signage for said section of roadway to be paid by the family of the late Emma Elisabeth (Emmie) Robertson.

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

Passed this 28th day of July, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON and BOBBY CLIFTON

LAWRENCE COUNTY TN RESOLUTION NO: 2009072813

Resolution to request the General Assembly of the State of Tennessee to name a portion of State Route 242 the "Emmie Robertson Memorial Highway"

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.			X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergeses, Mark			X			X	
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	
6	Clifton, Bobby R.		X	X			X	
18	Burks, William T.			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:

LAWRENCE COUNTY CLERKS OFFICE

Chuck Kizer, County Clerk
200 W Gaines Ste 103
Lawrenceburg TN 38464

Office#931-766-4176
Fax#931-766-4146

August 5, 2009

SENT VIA U.S.P.S.

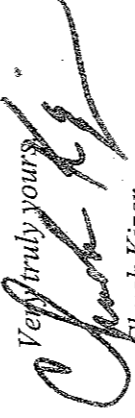
Honorable Joey Hensley
District 70 Representative
855 Summertown Hwy
Hohenwald, TN 38462

Dear Representative Hensley:

Enclosed please find a certified copy of a resolution recently passed and adopted by the Lawrence County legislative body urging the General Assembly of the State of Tennessee to name a portion of State Route 242 the "Emmie Robertson Memorial Highway".

I am forwarding this information on to you at the request of the Lawrence County Commissioners in order that you, as Senator for our District, will be aware of the wishes and desires of the Lawrence County Commission as it applies to the above stated resolution.

Thank you for your attention to this matter and if you have any questions, please feel free to contact me.

Very truly yours,

Chuck Kizer
County Clerk

Enclosure
Copy: Paul Rosson, County Executive

LAWRENCE COUNTY CLERKS OFFICE

*Chuck Kizer, County Clerk
200 W Gaines Ste 103
Lawrenceburg TN 38464*

*Office#931-766-4176
Fax#931-766-4146*

August 5, 2009

SENT VIA U.S.P.S.

*Senator Douglas S. Jackson
District 25 Senator
11-A Legislative Plaza
Nashville TN 372430025*


Dear Senator Jackson:

Enclosed please find a certified copy of a resolution recently passed and adopted by the Lawrence County legislative body urging the General Assembly of the State of Tennessee to name a portion of State Route 242 the "Emmie Robertson Memorial Highway".

I am forwarding this information on to you at the request of the Lawrence County Commissioners in order that you, as Senator for our District, will be aware of the wishes and desires of the Lawrence County Commission as it applies to the above stated resolution.

Thank you for your attention to this matter and if you have any questions, please feel free to contact me.

Very truly yours,


Chuck Kizer
County Clerk

*Enclosure
Copy: Paul Rosson, County Executive*

RESOLUTION NO. 2009072813

RESOLUTION TO REQUEST THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
TO NAME A PORTION OF STATE ROUTE 242 THE
“EMMIE ROBERTSON MEMORIAL HIGHWAY”


WHEREAS, Emma Elisabeth (Emmie) Robertson was born in Lawrence County on October 22, 1987, and was a lifelong resident of the West Point area of Lawrence County who on September 11, 2005, tragically lost her life in an automobile accident on State Road 242 (West Point Road) in Lawrence County, between mile markers 13 and 14; and

WHEREAS, the family of Emmie Robertson has requested that section of State Road 242 (West Point Road) be named after her as a fitting tribute.

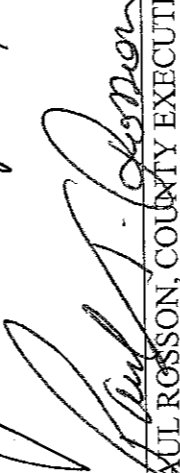
NOW THEREFORE, BE IT RESOLVED, by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that the Tennessee General Assembly be urged to name the section between mile markers 13 and 14 on State Route 242 (West Point Road), the "Emmie Robertson Memorial Highway" with the cost of signage for said section of roadway to be paid by the family of the late Emma Elisabeth (Emmie) Robertson.

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

Passed this 28th day of July, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON and BOBBY CLIFTON

LAWRENCE COUNTY TN RESOLUTION NO: 20090728

Elect member of the Lawrence County Board of Education to fill vacancy for District 9 of the Lawrence County Board of Education

DISTRICT	COMMISSIONER	Thompson	Hodge	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X		X	
17	Wray, Joe R.					X
5	Sanders, John C., Jr.		X		X	
15	Robertson, Charles H.		X		X	
14	Putman, Jerry N.		X		X	
8	Niedergeses, Mark		X		X	
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	
6	Clifton, Bobby R.			X	X	
18	Burks, William T.	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		2	14	1	17	1

TYPE OF VOTE:	Voice	X	Roll Call
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Comments:
 Ernie Hodge nominated by John Sanders Jr and seconded by Alan Keener.
 Kevin Thompson nominated by William Burks and seconded by Anne Brown

NOTARY LIST

July 28, 2009 Regular Session

APPLICANTS NAME	BONDING AGENT
Gayla H. Glass	Western Surety
E. Kevin Hight	Surety Bonding Co of America
Judy E. Ridgeway	Jonathan Edwards or Oneal Stanford
Patti Cross	Western Surety
Dennis Tipper	James or John Fleeman
Louanne M. Womble	Merchants Bonding Co
Delora B. Braden	RLI Insurance Co
Chuck Kizer	Western Surety
Beverly K. McDow	Western Surety
Tonya Roper	Western Surety
Heather Gambel	Western Surety
Lee Ann Patterson	Western Surety
Amy Luffman	Western Surety
Linda Lucy	Western Surety

LAWRENCE COUNTY TN
July 28, 2009 Regular Session
NOTARIES

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.	X		X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergereses, Mark			X			X	
4	Keener, Alan J.			X			X	
2	Jackson, Chris D.			X			X	
11	Hyatt, Sandra K.			X			X	
12	Hill, Richard L.			X			X	
3	Gillespie, Dennis C.			X			X	
7	Dryden, Jerry W.			X			X	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			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
July 28, 2009 REGULAR SESSION
SUSPEND THE RULES**

14. Resolution to provide matching funds for forestry grant received by the Southeast Lawrence County Volunteer Fire Department
15. Resolution to accept Grant funds from State of Tennessee Community Development Block Grant Program
16. Resolution to fund waterline project on Baker Lane
17. Resolution to donate surplus fencing from the Lawrence County Jail to the City of Lawrenceburg

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.			X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergeses, Mark			X			X	
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	Burks, William T.			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
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Comments:

RESOLUTION NO. 2009072814

RESOLUTION TO DONATE SURPLUS FENCING FROM THE LAWRENCE COUNTY JAIL
TO THE CITY OF LAWRENCEBURG


WHEREAS, Lawrence County has excess fencing material from the Lawrence County Jail that has been or is being replaced and will become surplus; and

WHEREAS, the City of Lawrenceburg is in need of fencing material.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that any fencing material from the Lawrence County Jail deemed surplus by Lawrence County is hereby donated to the City of Lawrenceburg.

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

Passed this 28th day of July, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2009072814

Resolution to donate surplus fencing from the Lawrence County Jail to the
City of Lawrenceburg

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
17	Wray, Joe R.							X
5	Sanders, John C., Jr.			X			X	
15	Robertson, Charles H.			X			X	
14	Putman, Jerry N.			X			X	
8	Niedergeses, Mark			X			X	
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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			X			X	
16	Brown, Anne N.			X			X	
13	Brazier, Ray	X		X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano		X	X			X	
		TOTAL		17	0	0	17	1

TYPE OF VOTE:		Voice	X	Roll Call

Comments:

RESOLUTION NO. 2009072815

RESOLUTION TO PROVIDE MATCHING FUNDS FOR FORESTRY GRANT RECEIVED BY
THE SOUTHEAST LAWRENCE COUNTY VOLUNTEER FIRE DEPARTMENT


WHEREAS, the Southeast Lawrence County Volunteer Fire Department has received or is entitled to receive a Forestry Grant in the amount of \$2,292.00 with a match by Lawrence County of \$1,146.00.

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

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 28th day of July, 2009, that there is hereby appropriated the sum of \$1,146.00 from Fund 119 to provide the Southeast Lawrence County Volunteer Fire Department the amount of the required match so that said entity may receive said grant funds.

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

Passed this 28th day of July, 2009.



JERRY DRAYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: PAUL ROSSON

Resolution to accept grant funds from the State of Tennessee
Community Development Block Grant Program

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

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

RESOLUTION NO. 2009072816

RESOLUTION TO FUND WATERLINE PROJECT ON BAKER LANE

WHEREAS, Lawrence County government has arranged with the Fall River Utility District to pay for the pipe and materials to replace waterlines on Baker Lane in Lawrence County; and

WHEREAS, the cost of pipe and materials for the Fall River Utility District to extend water lines on Baker Lane is \$16,000.00; 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 bond proceeds, however, should a disbursement be required prior to bond proceeds being available, then the funds should be transferred from the General Fund to the Economic and Community Development Fund (Fund 119) for disbursement until bond proceeds are available.

NOW, THEREFORE, BE IT RESOLVED by the Legislative Body of Lawrence County, Tennessee, meeting in regular session this 28th day of July, 2009, that the Lawrence County Legislative Body hereby approves the expenditure not to exceed \$16,000.00 for the Fall River Utility District to replace waterlines on Baker Lane;

BE IT FURTHER RESOLVED that these expenditures are to be funded from bond proceeds, however, should bond proceeds not be available, then there shall be transferred from the General Fund to the Economic and Community Development Fund (Fund 119) sufficient funds for these expenditures and the General Fund shall be reimbursed from bond proceeds.

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 28th day of July, 2009.


JERRY DRYDEN, CHAIR


PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: ALAN KEENER and JERRY DRYDEN

Resolution to fund waterline project on Baker Lane

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

TYPE OF VOTE:	Voice	X	Roll Call
		X	

Comments:

RESOLUTION NO. 2009072817

RESOLUTION TO ACCEPT GRANT FUNDS FROM THE STATE OF TENNESSEE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, by Resolution No. 2008022702 passed on February 27, 2008, the County Executive was authorized to submit an application for funds to the Tennessee Department of Economic and Community Development in the amount of \$500,000 for the extension of water lines along portions of Appleton Road, Dugout Road, Hood Hollow Road, Red Hill Center Road and Piney Road; and

WHEREAS, Lawrence County publically open bids for said project on July 21, 2009, 2:00 p.m. and bids have been reviewed for technical and legal responsiveness. It is the recommendation of the consulting engineers, Griggs and Maloney, Inc., that Glenn L. Woodall Excavating and Grading, Inc., Tennessee License Number 21246, of Hohenwald, Tennessee, be awarded the contract in the amount of \$487,155.00 (base bid and additive #1, additive #2 and additive #3) for the 2008 Lawrence County Water Line Extensions for Lawrence County, Tennessee, Project CDBG GG-09-27583-00.

NOW, THEREFORE, BE IT RESOLVED, that

Lawrence County award to Glenn L. Woodall Excavating and Grading, Inc., Tennessee License Number 21246, of Hohenwald, Tennessee, the 2008 Lawrence County CDBG Water Line Extension contract in the amount of \$487,155.00 (base bid and additive #1, additive #2 and additive #3). This award is contingent upon approval of contractor by the Tennessee Department of Economic and Community Development.

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

Passed this 28th day of July, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

Resolution to donate surplus fencing from the Lawrence County Jail to the
City of Lawrenceburg

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

LAWRENCE COUNTY COMMISSION
 July 28, 2009 Regular Session
 ADJOURNMENT

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

TYPE OF VOTE: Voice Roll Call

Comments: