

Agenda

The Lawrence County Board Of Commissioners
Lawrence County, Tennessee
November 24, 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: Dr. Bill Heath
Bi-Monthly Financial Report Fiscal Agent
Bi-Monthly Financial Report, Director of Schools
Report of Resolution Committee

1. Resolution No. 2009112401
Resolution Approving Minutes of September 22, 2009, Regular Session
Sponsor: Jerry Dryden
2. Resolution No. 2009112402
Resolution to Approve Amendments to the 2009-2010 Lawrence County Budget
Sponsor: Accounts and Budgets
3. Resolution No. 2009112403
Resolution to Approve Amendments to the 2009-2010 Lawrence County Board of Education Budget
Sponsor: Lawrence County Board of Education
4. Resolution No. 2009112404
Resolution to Provide Matching Funds for Grant Received by the City of St. Joseph to Purchase a Fire Truck
Sponsor: Budget Committee
5. Resolution No. 2009112405
Resolution to Approve a Donation in the Amount of Taxes Due from Buffalo Valley in Regards to the New Hope Apartments and Crockett Senior Living
Sponsor: Budget Committee
6. Resolution No. 2009112406
Resolution to Confirm Appointments to the Committees of the Lawrence County Legislative Body
Sponsor: Jerry Dryden
7. Resolution No. 2009112407
Resolution to Approve Holidays for Lawrence County Government
Sponsor: Paul Rosson

8. Resolution No. 2009112408
Resolution Recommending Delinquent Tax Attorney
Sponsor: Cindy Benefield
9. Resolution No. 2009112409
Resolution to Erect Speed Limit Signs on Hawthorne Drive and West Laurel Street
Sponsor: Charles Robertson
10. Resolution No. 2009112410
Resolution to Erect Speed Limit Signs on Fall River Road from the Lawrenceburg City Limits to Baker Lane
Sponsor: Jerry Dryden
11. Resolution No. 2009112411
Resolution to Erect Speed Limit Signs on Danley Road from Posey Circle Loop to Greenhill Road
Sponsor: Wayne Yocom
12. Resolution No. 2009112412
Resolution to Donate Surplus Van From the Lawrence County Solid Waste Services to the Iron City Utility District
Sponsor: Budget Committee
13. Resolution No. 2009112413
Resolution to Approve Agreement Between Lawrence County and the Lawrence County Board of Education Regarding the Sharing of Costs for the Construction of Four New Classrooms at South Lawrence Elementary School, Four New Classrooms at Summertown Elementary School, and Two New Classrooms at Ethridge Elementary School
Sponsor: Facilities Committee

Election of Notaries

LAWRENCE COUNTY COMMISSION
November 24, 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
10	Benefield, Delano	X	
9	Benefield, Ronald L.	X	
13	Brazier, Ray	X	
16	Brown, Anne N.	X	
18	Burks, William T.	X	
6	Clifton, Bobby R.	X	
7	Dryden, Jerry W.	X	
3	Gillespie, Dennis C.	X	
12	Hill, Richard L.	X	
11	Hyatt, Sandra K.	X	
2	Jackson, Chris D.	X	
4	Keener, Alan J.	X	
8	Niedergeses, Mark		X
14	Putman, Jerry N.	X	
15	Robertson, Charles H.	X	
5	Sanders, John C., Jr.	X	
17	Wray, Joe R.		X
1	Yocom, Wayne A.	X	
TOTAL		16	2

Summary Financial Statement
OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

101 GENERAL

Account	Description	Year-To-Date			OCTOBER		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	6,026,847.00	388,035.21-	6.4	502,237.25	415,009.77-	82.6
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	153,261.00	222,627.07-	145.3	12,771.75	156,683.59-	1226.8
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	69,618.56-	0.0	0.00	69,329.09-	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	55,611.00	27,995.34-	42.0	5,550.92	3,029.04-	54.6
40140	INTEREST AND PENALTY	33,042.00	32,490.56-	98.3	2,753.50	26,738.03-	971.1
40150	PICK-UP TAXES	0.00	41.06-	0.0	0.00	0.00	0.0
40161	PAYMENTS IN LIEU OF TAXES - T. V. A.	2,290.00	0.00	0.0	190.83	0.00	0.0
40162	PAYMENTS IN LIEU OF TAXES-LOCAL UTILITIE	295,720.00	97,579.14-	33.0	24,643.33	24,394.77-	99.0
40163	PAYMENTS IN LIEU OF TAXES - OTHER	2,621.00	0.00	0.0	218.42	0.00	0.0
40220	HOTEL/MOTEL TAX	73,000.00	28,315.71-	38.8	6,083.33	10,376.92-	170.6
40250	LITIGATION TAX - GENERAL	89,000.00	25,033.20-	28.1	7,416.67	8,834.46-	119.1
40260	LITIGATION TAX - SPECIAL PURPOSE	26,000.00	7,262.74-	27.9	2,166.67	2,617.72-	120.8
40267	LITIGATION TAX-VICTIM-OFFENDER MEDAT CTR	2,000.00	615.60-	30.8	166.67	224.20-	134.5
40270	BUSINESS TAX	260,000.00	28,016.69-	10.8	21,666.67	5,561.49-	25.7
40330	WHOLESALE BEER TAX	33,000.00	9,445.87-	28.6	2,750.00	0.00	0.0
40350	INTERSTATE TELECOMMUNICATIONS TAX	3,500.00	701.57-	20.0	291.67	178.01-	61.0
41110	MARRIAGE LICENSES	1,416.00	527.25-	37.2	118.00	133.00-	112.7
41140	CABLE TV FRANCHISE	38,914.00	7,498.57-	19.3	3,242.83	0.00	0.0
41510	BEER PERMITS	2,288.00	562.04-	24.6	190.67	31.65-	16.6
42110	FINES	9,850.00	1,671.81-	17.0	820.83	271.74-	33.1
42120	OFFICERS COSTS	10,000.00	3,002.70-	30.0	833.33	979.21-	117.5
42140	DRUG CONTROL FINES	365.00	132.99-	36.4	30.42	49.87-	163.9
42141	DRUG COURT FEES	1,663.00	654.55-	39.4	138.58	66.50-	48.0
42150	JAIL FEES	21,150.00	3,807.60-	18.0	1,762.50	799.90-	45.4
42170	JUDICIAL COMMISSIONER FEES	473.00	0.00	0.0	39.42	0.00	0.0
42180	DUI TREATMENT FINES	2,375.00	759.99-	32.0	197.92	285.00-	144.0
42190	DATA ENTRY FEE - CIRCUIT COURT	1,061.00	1,028.02-	95.9	88.42	843.02-	953.4
42310	FINES	15,709.00	4,028.00-	25.6	1,309.08	578.55-	44.2
42320	OFFICERS COSTS	48,609.00	14,020.96-	28.8	4,050.75	4,202.32-	103.7
42330	GAMES AND FISH FINES	387.00	208.13-	53.8	32.25	123.75-	383.7
42340	DRUG CONTROL FINES	1,330.00	282.61-	21.2	110.83	49.87-	45.0
42341	DRUG COURT FEE	11,377.00	1,783.15-	15.7	948.08	678.30-	71.5
42350	JAIL FEES	3,171.00	864.50-	27.3	264.25	698.25-	264.2
42380	DUI TREATMENT FINES	7,496.00	1,767.95-	23.6	624.67	437.95-	70.1
42390	DATA ENTRY FEE - GENERAL SESSIONS COURT	5,541.00	1,615.50-	29.2	461.75	619.50-	134.2
42410	FINES	2.00	0.00	0.0	0.17	0.00	0.0
42420	OFFICERS COSTS	2,256.00	760.00-	33.7	188.00	570.00-	303.2
42430	GAMES AND FISH FINES	5.00	0.00	0.0	0.42	0.00	0.0
42450	JAIL FEES	24.00	0.00	0.0	2.00	0.00	0.0
42490	DATA ENTRY FEE - JUVENILE COURT	416.00	30.00-	7.2	34.67	10.00-	28.8
42520	OFFICERS COSTS	2,075.00	721.99-	34.8	172.92	161.50-	93.4
42530	DATA ENTRY FEE - CHANCERY COURT	2,010.00	602.00-	30.0	167.50	130.00-	77.6
42990	OTHER FINES, FORFEITURES, AND PENALTIES	10,213.00	0.00	0.0	851.08	0.00	0.0
43120	PATIENT CHARGES	1,450,000.00	347,636.38-	24.0	120,833.33	110,920.29-	91.8
43130	PAST DUE COLLECTIONS - AMBULANCE	70,000.00	2,696.48-	3.9	5,833.33	91.42-	1.6
43170	WORK RELEASE CHARGES FOR BOARD	16,300.00	6,120.00-	37.5	1,358.33	1,680.00-	123.7

Summary Financial Statement
OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

101 GENERAL

Account	Description	Year-To-Date			OCTOBER		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
43190	OTHER GENERAL SERVICE CHARGES	605.00	329.50-	54.5	50.42	0.00	0.0
43194	SERVICE CHARGES	3,724.00	745.00-	20.0	310.33	110.00-	35.4
43350	COPY FEES	534.00	85.00-	15.9	44.50	20.00-	44.9
43370	TELEPHONE COMMISSIONS	35,000.00	4,619.33-	13.2	2,916.67	0.00	0.0
43392	DATA PROCESSING FEE - REGISTER	12,764.00	3,690.00-	28.9	1,063.67	1,208.00-	113.6
43394	DATA PROCESSING FEE - SHERIFF	32,405.00	559.55-	1.7	2,700.42	171.95-	6.4
43395	SEXUAL OFFENDER REGISTRATION FEE-SHERIFF	2,245.00	1,629.10-	72.6	187.08	150.00-	80.2
43396	DATA PROCESSING FEE - COUNTY CLERK	2,787.00	1,016.00-	36.5	232.25	168.00-	72.3
43583	TBI CRIMINAL BACKGROUND FEE	50.00	0.00	0.0	4.17	0.00	0.0
43990	OTHER CHARGES FOR SERVICES	1,636.00	626.67-	38.3	136.33	174.23-	127.8
44110	INVESTMENT INCOME	350,000.00	58,385.69-	16.7	29,166.67	11,014.14-	37.8
44120	LEASE/RENTALS	700.00	0.00	0.0	58.33	0.00	0.0
44130	SALE OF MATERIALS AND SUPPLIES	327.00	195.00-	59.6	27.25	0.00	0.0
44131	COMMISSARY SALES	292.00	100.16-	34.3	24.33	54.42-	223.7
44145	SALE OF RECYCLED MATERIALS	23,218.00	8,585.20-	37.0	1,934.83	1,965.00-	101.6
44170	MISCELLANEOUS REFUNDS	7,000.00	6,871.35	98.2	583.33	74.57-	12.8
44530	SALE OF EQUIPMENT	2,800.00	0.00	0.0	233.33	0.00	0.0
45110	COUNTY CLERK	80,000.00	13,391.00-	16.7	6,666.67	13,391.00-	200.9
45180	REGISTER	3,000.00	0.00	0.0	250.00	0.00	0.0
45190	TRUSTEE	381,095.00	28,215.36-	7.4	31,757.92	0.00	0.0
45520	CIRCUIT COURT CLERK	110,691.00	24,054.94-	21.7	9,224.25	7,409.00-	80.3
45540	GENERAL SESSIONS COURT CLERK	177,548.00	44,038.98-	24.8	14,795.67	14,460.47-	97.7
45550	CLERK AND MASTER	142,657.00	39,592.44-	28.0	11,888.08	9,958.64-	83.8
45560	JUVENILE COURT CLERK	31,992.00	9,530.35-	29.8	2,666.00	6,207.39-	232.8
45590	SHERIFF	26,005.00	3,680.21-	14.2	2,167.08	2,093.28-	96.6
46110	JUVENILE SERVICES PROGRAM	9,300.00	0.00	0.0	775.00	0.00	0.0
46160	STATE REAPPRAISAL GRANT	11,572.00	0.00	0.0	964.33	0.00	0.0
46210	LAW ENFORCEMENT TRAINING PROGRAMS	23,400.00	0.00	0.0	1,950.00	0.00	0.0
46290	OTHER PUBLIC SAFETY GRANTS	35,000.00	3,553.69-	10.2	2,916.67	0.00	0.0
46310	HEALTH DEPARTMENT PROGRAMS	200,800.00	23,889.20-	11.9	16,733.33	0.00	0.0
46390	OTHER HEALTH AND WELFARE GRANTS	0.00	2,469.55-	0.0	0.00	14,884.40-	89.0
46430	LITTER PROGRAM	40,201.00	2,101.97-	5.2	3,350.08	2,101.97-	62.7
46820	INCOME TAX	51,653.00	0.00	0.0	4,304.42	0.00	0.0
46830	BEER TAX	18,700.00	0.00	0.0	1,558.33	0.00	0.0
46840	ALCOHOLIC BEVERAGE TAX	66,239.00	26,729.86-	40.4	5,519.92	9,582.42-	173.6
46915	CONTRACTED PRISONER BOARD	116.00	72.40-	62.4	9.67	0.00	0.0
46960	REGISTRAR'S SALARY SUPPLEMENT	250,000.00	66,290.00-	26.5	20,833.33	27,160.00-	130.4
46980	OTHER STATE GRANTS	16,380.00	0.00	0.0	1,365.00	0.00	0.0
46990	OTHER STATE REVENUES	10,000.00	0.00	0.0	833.33	0.00	0.0
47302	ARRA JAG GRANT	1,350.00	295.00-	21.9	112.50	0.00	0.0
47990	OTHER DIRECT FEDERAL REVENUE	64,421.00	0.00	0.0	5,368.42	0.00	0.0
48130	CONTRIBUTIONS	1,600.00	1,400.00-	87.5	133.33	0.00	0.0
48610	DONATIONS	15,000.00	0.00	0.0	1,250.00	0.00	0.0
		5,200.00	3,764.10-	72.4	433.33	1,000.00-	230.8
Total REVENUES		11,053,375.00	1,707,725.39-	15.4	921,114.58	970,747.56-	105.4

Summary Financial Statement
OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

101 GENERAL

Account	Description	Year-To-Date			OCTOBER		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
EXPENDITURES							
51100	COUNTY COMMISSION	94,632.00	31,320.84	33.1	7,886.03	4,302.22	54.6
51300	COUNTY MAYOR/EXECUTIVE	175,029.00	61,404.47	35.1	14,585.76	14,028.57	96.2
51400	COUNTY ATTORNEY	7,176.00	2,373.16	33.1	598.01	647.65	108.3
51500	ELECTION COMMISSION	237,632.00	66,344.75	27.9	19,802.65	14,480.32	73.1
51600	REGISTER OF DEEDS	78,443.00	17,963.04	22.9	6,536.91	4,336.43	66.3
51750	CODES COMPLIANCE	22,000.00	8,353.46	38.0	1,833.33	421.16	23.0
51800	COUNTY BUILDINGS	435,749.00	128,389.22	29.5	36,312.44	30,789.46	84.8
51910	PRESERVATION OF RECORDS	48,332.00	17,854.17	36.9	4,027.67	3,617.20	89.8
52100	ACCOUNTING AND BUDGETING	145,213.00	54,402.15	37.5	12,101.08	9,991.22	82.6
52200	PURCHASING	88,519.00	35,867.19	40.5	7,376.57	7,640.36	103.6
52300	PROPERTY ASSESSOR'S OFFICE	306,559.00	99,011.74	32.3	25,546.58	25,692.32	100.6
52400	COUNTY TRUSTEE'S OFFICE	51,592.00	25,398.45	49.2	4,299.31	8,532.75	198.5
52500	COUNTY CLERK'S OFFICE	80,143.00	40,402.58	50.4	6,678.59	6,163.91	92.3
52600	DATA PROCESSING	85,287.00	27,532.52	32.3	7,107.25	6,734.54	94.8
53100	CIRCUIT COURT	453,035.00	163,223.60	36.0	37,752.93	40,169.82	106.4
53300	GENERAL SESSIONS COURT	334,179.00	116,558.59	34.9	27,848.24	28,661.99	102.9
53400	CHANCERY COURT	259,648.00	90,411.91	34.8	21,637.33	20,570.35	95.1
53500	JUVENILE COURT	51,258.00	12,926.80	25.2	4,271.50	3,761.26	88.1
53600	DISTRICT ATTORNEY GENERAL	30,000.00	15,627.00	52.1	2,500.00	9,410.00	376.4
53920	COURTROOM SECURITY	9,000.00	0.00	0.0	750.01	0.00	0.0
53930	VICTIM ASSISTANCE PROGRAMS	5,000.00	1,391.40	27.8	416.67	0.00	0.0
54110	SHERIFF'S DEPARTMENT	2,640,810.00	917,782.98	34.8	220,067.49	203,990.29	92.7
54210	JAIL	2,194,464.00	600,044.94	27.3	182,872.00	171,458.93	93.8
54220	WORKHOUSE	40,201.00	13,439.17	33.4	3,350.09	2,954.71	88.2
54250	WORK RELEASE PROGRAM	7,400.00	4,422.66	59.8	616.68	905.30	146.8
54310	FIRE PREVENTION AND CONTROL	4,000.00	0.00	0.0	333.33	0.00	0.0
54410	CIVIL DEFENSE	10,000.00	4,701.00	47.0	833.34	392.00	47.0
54420	RESCUE SQUAD	245,500.00	122,750.00	50.0	20,458.33	61,375.00	300.0
54490	OTHER EMERGENCY MANAGEMENT	285,000.00	142,500.00	50.0	23,750.00	0.00	0.0
54610	COUNTY CORONER/MEDICAL EXAMINER	11,594.00	0.00	0.0	966.17	0.00	0.0
54900	OTHER PUBLIC SAFETY	59,907.00	3,457.54	5.8	4,992.25	0.00	0.0
55110	LOCAL HEALTH CENTER	103,713.00	35,921.54	34.6	8,642.73	8,948.65	103.5
55130	AMBULANCE/EMERGENCY MEDICAL SERVICES	1,679,715.00	603,850.45	35.9	139,976.24	128,292.95	91.7
55310	REGIONAL MENTAL HEALTH CENTER	10,000.00	0.00	0.0	833.33	0.00	0.0
55390	APPROPRIATION TO STATE	230,800.00	57,173.44	24.8	19,233.33	17,261.03	89.7
55520	AID TO DEPENDENT CHILDREN	8,000.00	457.78	5.7	666.67	0.00	0.0
55900	OTHER PUBLIC HEALTH AND WELFARE	42,717.00	14,000.00	32.8	3,559.75	5,600.00	157.3
57100	AGRICULTURAL EXTENSION SERVICE	114,482.00	18,427.77	16.1	9,540.17	10,057.88	105.4
57500	SOIL CONSERVATION	44,693.00	13,741.38	30.7	3,724.42	3,193.23	85.7
57900	OTHER AGRICULTURAL & NATURAL RESOURCES	9,000.00	0.00	0.0	750.00	0.00	0.0
58110	TOURISM	40,500.00	36,500.00	90.1	3,375.00	1,000.00	29.6
58120	INDUSTRIAL DEVELOPMENT	160,000.00	80,000.00	50.0	13,333.33	40,000.00	300.0
58220	AIRPORT	60,000.00	0.00	0.0	5,000.00	0.00	0.0
58300	VETERAN'S SERVICES	85,068.00	28,743.83	33.8	7,088.98	6,802.88	96.0
58400	OTHER CHARGES	433,288.00	189,064.05	43.6	36,107.32	20,199.02	55.9
58600	EMPLOYEE BENEFITS	0.00	0.03	0.0	0.00	0.03	0.0

Summary Financial Statement

OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

101 GENERAL

Account	Description	Year-To-Date		Percent Of Budget	OCTOBER		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
EXPENDITURES							
58802	ARRA JAG GRANT - SHERIFF'S DEPT.	64,421.00-	77,690.00	120.6	5,368.42-	39,950.00	744.2
99100	TRANSFERS OUT	212,540.00-	0.00	0.0	17,711.67-	0.00	0.0
	Total EXPENDITURES	11,796,239.00-	3,981,425.55	33.8	983,019.90-	962,333.37	97.9
	Total GENERAL	742,864.00-	2,273,700.16	306.1	61,905.32-	8,414.19-	13.6

Summary Financial Statement
OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

112 COURTHOUSE & JAIL MAINTENANCE

Account	Description	Year-To-Date		OCTOBER		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
40260	LITIGATION TAX - SPECIAL PURPOSE	10,200.00	2,796.87-	850.00	930.53-	109.5
42191	COURTROOM SECURITY FEE	0.00	248.90-	0.00	140.60-	0.0
42391	COURTROOM SECURITY FEE	400.00	0.00	33.33	0.00	0.0
42591	COURTROOM SECURITY FEE	0.00	2.00-	0.00	2.00-	0.0
Total REVENUES		10,600.00	3,047.77-	883.33	1,073.13-	121.5
EXPENDITURES						
58400	OTHER CHARGES	7,650.00-	7,842.00	637.49-	9.31	1.5
Total EXPENDITURES		7,650.00-	7,842.00	637.49-	9.31	1.5
Total COURTHOUSE & JAIL MAINTENANCE		2,950.00	4,794.23	245.84	1,063.82-	432.7

Budget amendment prepared for expenditures

Summary Financial Statement

OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

115 PUBLIC LIBRARY

Account	Description	Year-To-Date		Percent Of Budget	OCTOBER		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
43350	COPY FEES	5,634.00	2,065.40	36.7	469.50	542.00	115.4
43360	LIBRARY FEES	5,327.00	1,619.99	30.4	443.92	362.85	81.7
44110	INVESTMENT INCOME	2,200.00	0.00	0.0	183.33	0.00	0.0
44170	MISCELLANEOUS REFUNDS	0.00	107.55	0.0	0.00	0.00	0.0
44570	CONTRIBUTIONS & GIFTS	0.00	4.30	0.0	0.00	0.00	0.0
48130	CONTRIBUTIONS	67,341.00	16,835.25	25.0	5,611.75	0.00	0.0
48610	DONATIONS	5,000.00	1,745.00	34.9	416.67	584.00	140.2
48990	OTHER	1,200.00	978.15	81.5	100.00	212.75	212.8
49800	TRANSFERS IN	212,540.00	0.00	0.0	17,711.67	0.00	0.0
Total REVENUES		299,242.00	23,355.64	7.8	24,936.84	1,701.60	6.8
EXPENDITURES							
56500	LIBRARIES	295,275.00	101,867.51	34.5	24,606.25	22,808.39	92.7
Total EXPENDITURES		295,275.00	101,867.51	34.5	24,606.25	22,808.39	92.7
Total PUBLIC LIBRARY		3,967.00	78,511.87	1979.1	330.59	21,106.79	6384.6

Summary Financial Statement
OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

116 SOLID WASTE/SANITATION

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual				
REVENUES							
43106	COMMERCIAL AND INDUSTRIAL WASTE COLL. CHARG	440,000.00	114,998.65	26.1	36,666.67	28,589.00	78.0
43107	RESIDENTIAL WASTE COLLECTION CHARGE	860,000.00	87,859.10	10.2	71,666.67	11,337.75	15.8
43110	TIPPING FEES	25,000.00	986.35	3.9	2,083.33	17.85	0.9
43114	SOLID WASTE DISPOSAL FEE	140,000.00	27,034.76	19.3	11,666.67	6,798.64	58.3
44110	INVESTMENT INCOME	20,000.00	539.09	2.7	1,666.67	77.93	4.7
44145	SALE OF RECYCLED MATERIALS	200,000.00	37,883.21	18.9	16,666.67	8,354.32	50.1
44170	MISCELLANEOUS REFUNDS	0.00	3,945.58	0.0	0.00	217.00	0.0
46170	SOLID WASTE GRANTS	40,000.00	0.00	0.0	3,333.33	0.00	0.0
49700	INSURANCE RECOVERY	0.00	410.00	0.0	0.00	0.00	0.0
Total REVENUES		1,725,000.00	273,656.74	15.9	143,750.01	54,958.49	38.2
EXPENDITURES							
55754	LANDFILL OPERATION AND MAINTENANCE	1,773,841.00	562,127.84	31.7	147,820.10	129,268.61	87.4
99100	TRANSFERS OUT	15,000.00	0.00	0.0	1,250.00	0.00	0.0
Total EXPENDITURES		1,788,841.00	562,127.84	31.4	149,070.10	129,268.61	86.7
Total SOLID WASTE/SANITATION		63,841.00	288,471.10	451.9	5,320.09	74,310.12	1396.8

Summary Financial Statement
OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

119 INDUSTRIAL/ECONOMIC DEVELOPMENT

Account	Description	Year-To-Date		OCTOBER		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
43193	WATER TAP SALES	0.00	1,900.00-	0.00	950.00-	0.0
44170	MISCELLANEOUS REFUNDS	0.00	5,250.00-	0.00	2,700.00-	0.0
47180	COMMUNITY DEVELOPMENT	0.00	125,894.10-	0.00	125,894.10-	0.0
49800	TRANSFERS IN	224,000.00	224,000.00-	18,666.67	0.00	0.0
	Total REVENUES	224,000.00	357,044.10-	18,666.67	129,544.10-	694.0
EXPENDITURES						
91110	GENERAL ADMINISTRATION PROJECTS	0.00	17,274.50	0.00	15,929.00	0.0
91170	PUBLIC UTILITY PROJECTS	224,000.00-	304,634.37	136.0 *	108,585.20	581.7
	Total EXPENDITURES	224,000.00-	321,908.87	143.7	124,514.20	667.0
	Total INDUSTRIAL/ECONOMIC DEVELOPMENT	0.00	35,135.23-	0.0	5,029.90-	0.0

Budget amendment prepared for contributions.

Summary Financial Statement
OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

122 DRUG CONTROL

Account	Description	Year-To-Date		Percent Of Budget	OCTOBER	
		Budget Estimate	Actual		Estimate Avg/Mth	Actual Of Avg
REVENUES						
42140	DRUG CONTROL FINES	22,621.00	6,480.89-	28.6	1,885.08	2,148.90-
42340	DRUG CONTROL FINES	28,540.00	3,400.99-	11.9	2,378.33	1,389.37-
42865	DRUG TASK FORCE FORFEITURES AND SEIZURES	19,777.00	500.00-	2.5	1,648.08	0.00
42910	PROCEEDS FROM CONFISCATED PROPERTY	45,000.00	0.00	0.0	3,750.00	0.00
44170	MISCELLANEOUS REFUNDS	0.00	5,107.22-	0.0	0.00	0.00
46990	OTHER STATE REVENUES	0.00	2,866.70-	0.0	0.00	0.00
Total REVENUES		115,938.00	18,355.80-	15.8	9,661.49	3,538.27-
EXPENDITURES						
54150	DRUG ENFORCEMENT	104,845.00-	52,774.14	50.3	8,737.10-	11,762.49
Total EXPENDITURES		104,845.00-	52,774.14	50.3	8,737.10-	11,762.49
Total DRUG CONTROL		11,093.00	34,418.34	310.3	924.39	8,224.22

Summary Financial Statement
OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

131 HIGHWAY/PUBLIC WORKS

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual				
REVENUES							
40110	CURRENT PROPERTY TAX	1,262,541.00	80,894.55	6.4	105,211.75	86,938.45	82.6
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	41,587.00	47,160.63	113.4	3,465.58	32,822.97	947.1
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	14,586.46	0.0	0.00	14,523.43	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	13,948.00	6,070.75	43.5	1,162.33	634.54	54.6
40140	INTEREST AND PENALTY	6,914.00	6,846.09	99.0	576.17	5,601.18	972.1
40150	PICK-UP TAXES	0.00	8.94	0.0	0.00	0.00	0.0
40280	MINERAL SEVERANCE TAX	90,181.00	15,162.07	16.8	7,515.08	15,162.07	201.8
43102	OTHER EMPLOYEE BENEFIT CHARGES/CONTR.	1,500.00	0.00	0.0	125.00	0.00	0.0
44130	SALE OF MATERIALS AND SUPPLIES	4,028.74	27,437.72	681.0	335.73	13,500.00	4021.1
46420	STATE AID PROGRAM	240,000.00	0.00	0.0	20,000.00	0.00	0.0
46920	GASOLINE AND MOTOR FUEL TAX	2,028,409.00	503,151.94	24.8	169,034.08	154,559.69	91.4
46930	PETROLEUM SPECIAL TAX	32,134.00	8,016.21	24.9	2,677.83	2,672.07	99.8
49800	TRANSFERS IN	0.00	450,000.00	0.0	0.00	0.00	0.0
Total REVENUES		3,721,242.74	1,159,335.36	31.2	310,103.55	326,414.40	105.3
EXPENDITURES							
61000	ADMINISTRATION	244,713.00	66,695.70	27.3	20,392.75	17,056.71	83.6
62000	HIGHWAY AND BRIDGE MAINTENANCE	2,419,373.74	912,568.89	37.7	201,614.49	188,588.85	93.5
63100	OPERATION AND MAINTENANCE OF EQUIPMENT	785,261.00	253,054.89	32.2	65,438.41	68,212.72	104.2
65000	OTHER CHARGES	87,408.00	46,513.50	53.2	7,284.00	4,580.86	62.9
68000	CAPITAL OUTLAY	740,000.00	284,916.95	38.5	61,666.66	11,782.76	19.1
Total EXPENDITURES		4,276,755.74	1,563,749.93	36.6	356,396.31	266,656.38	74.8
Total HIGHWAY/PUBLIC WORKS		555,513.00	404,414.57	72.8	46,292.76	59,758.02	129.1

Summary Financial Statement
OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

151 GENERAL DEBT SERVICE

Account	Description	Year-To-Date		Percent Of Budget	OCTOBER		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
40110	CURRENT PROPERTY TAX	1,858,079.00	119,335.17-	6.4	154,839.92	127,947.57-	82.6
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	47,250.00	69,067.51-	146.2	3,937.50	48,305.55-	1226.8
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	1,227.00	21,465.22-	1749.4	102.25	21,374.18-	903.8
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	20,536.00	8,786.15-	42.8	1,711.33	933.85-	54.6
40140	INTEREST AND PENALTY	10,187.00	10,046.96-	98.6	848.92	8,243.39-	971.0
40150	PICK-UP TAXES	0.00	12.91-	0.0	0.00	0.00	0.0
40210	LOCAL OPTION SALES TAX	1,350,000.00	255,472.16-	18.9	112,500.00	76,271.91-	67.8
40240	WHEEL TAX	900,000.00	227,227.00-	25.2	75,000.00	71,249.00-	95.0
40266	LITIGATION TAX-JAIL, WRKHS, COURTHOUSE	74,689.00	19,921.17-	26.7	6,224.08	6,732.21-	108.2
40320	BANK EXCISE TAX	150,000.00	0.00	0.0	12,500.00	0.00	0.0
40330	WHOLESALE BEER TAX	50,000.00	18,073.36-	36.1	4,166.67	8,588.65-	206.1
44120	LEASE/RENTALS	90,000.00	22,500.00-	25.0	7,500.00	0.00	0.0
46851	STATE REVENUE SHARING -T.V.A.	471,615.00	0.00	0.0	39,301.25	0.00	0.0
48130	CONTRIBUTIONS	300,000.00	0.00	0.0	25,000.00	0.00	0.0
Total REVENUES		5,323,583.00	771,907.61-	14.5	443,631.92	369,646.31-	83.3

EXPENDITURES

82110	GENERAL GOVERNMENT DEBT SERVICE	1,940,000.00-	1,220,000.00	62.9	161,666.67-	0.00	0.0
82120	HIGHWAYS & STREETS DEBT SERVICE	310,000.00-	0.00	0.0	25,833.33-	0.00	0.0
82130	EDUCATION DEBT SERVICE	1,925,000.00-	570,000.00	29.6	160,416.67-	0.00	0.0
82210	GENERAL GOVERNMENT	1,157,688.00-	571,558.25	49.4	96,474.00-	382,193.75	396.2
82220	HIGHWAYS & STREETS	13,289.00-	6,644.50	50.0	1,107.42-	0.00	0.0
82230	EDUCATION	894,326.00-	296,947.26	33.2	74,527.17-	95,404.50	128.0
82310	GENERAL GOVERNMENT	74,756.00-	12,068.57	16.1	6,229.66-	5,832.83	93.6
82320	HIGHWAYS & STREETS	500.00-	0.00	0.0	41.67-	0.00	0.0
82330	EDUCATION	1,000.00-	0.00	0.0	83.33-	0.00	0.0
99100	TRANSFERS OUT	0.00	450,000.00	0.0	0.00	0.00	0.0
Total EXPENDITURES		6,316,559.00-	3,127,218.58	49.5	526,379.92-	483,431.08	91.8
Total GENERAL DEBT SERVICE		992,976.00-	2,355,310.97	237.2	82,748.00-	113,784.77	137.5

Summary Financial Statement
OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

171 GENERAL CAPITAL PROJECTS

Account	Description	Year-To-Date		Percent Of Budget	OCTOBER		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
44110	INVESTMENT INCOME	800.00	101.71-	12.7	66.67	0.00	0.0
	Total REVENUES	800.00	101.71-	12.7	66.67	0.00	0.0
EXPENDITURES							
91110	GENERAL ADMINISTRATION PROJECTS	52,239.00-	1,397,283.08	2674.8	4,353.25-	199,531.20	4583.5
91130	PUBLIC SAFETY PROJECTS	1,919,174.00-	6,833.75	0.4	159,931.17-	5,901.00	3.7
99100	TRANSFERS OUT	224,000.00-	224,000.00	100.0	18,666.67-	0.00	0.0
	Total EXPENDITURES	2,195,413.00-	1,628,116.83	74.2	182,951.09-	205,432.20	112.3
	Total GENERAL CAPITAL PROJECTS	2,194,613.00-	1,628,015.12	74.2	182,884.42-	205,432.20	112.3

Summary Financial Statement

OCTOBER 31, 2009 Fiscal Year Time Lapse: 33.33

176 HIGHWAY CAPITAL PROJECTS

Account	Description	Year-To-Date		Percent Of Budget	-OCTOBER-		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
46851	STATE REVENUE SHARING -T.V.A.	50,000.00	0.00	0.0	4,166.67	0.00	0.0
	Total REVENUES	50,000.00	0.00	0.0	4,166.67	0.00	0.0
EXPENDITURES							
91200	HIGHWAY & STREET CAPITAL PROJECTS	53,417.00	0.00	0.0	4,451.42	0.00	0.0
	Total EXPENDITURES	53,417.00	0.00	0.0	4,451.42	0.00	0.0
	Total HIGHWAY CAPITAL PROJECTS	3,417.00	0.00	0.0	284.75	0.00	0.0

Summary Financial Statement
OCTOBER 31, 2009

Fiscal Year Time Lapse: 33.33

189 OTHER CAPITAL PROJECTS

Account	Description	Year-To-Date		Percent Of Budget	OCTOBER		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
REVENUES							
47235	HOMELAND SECURITY GRANTS	177,500.00	55,951.51-	31.5	14,791.67	0.00	0.0
	Total REVENUES	177,500.00	55,951.51-	31.5	14,791.67	0.00	0.0
EXPENDITURES							
91130	PUBLIC SAFETY PROJECTS	177,500.00-	13,599.89	7.7	14,791.67-	2,136.39	14.4
	Total EXPENDITURES	177,500.00-	13,599.89	7.7	14,791.67-	2,136.39	14.4
	Total OTHER CAPITAL PROJECTS	0.00	42,351.62-	0.0	0.00	2,136.39	0.0

LAWRENCE COUNTY TN
 November 24, 2009 Regular Session
 BI-MONTHLY REPORT FISCAL AGENT

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

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

Summary Financial Statement
NOVEMBER 24, 2009

Fiscal Year Time Lapse: 41.66

141 GENERAL PURPOSE SCHOOL

Account	Description	Year-To-Date			NOVEMBER		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	5,231,011.00	378,674.62	7.2	435,917.58	0.00	0.0
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	180,000.00	171,727.19	95.4	15,000.00	0.00	0.0
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	60,547.76	0.0	0.00	0.00	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	45,000.00	25,184.15	56.0	3,750.00	0.00	0.0
40140	INTEREST AND PENALTY	35,000.00	28,414.40	81.2	2,916.67	0.00	0.0
40150	PICK-UP TAXES	0.00	37.09	0.0	0.00	0.00	0.0
40210	LOCAL OPTION SALES TAX	4,320,000.00	1,135,491.21	26.3	360,000.00	0.00	0.0
40350	INTERSTATE TELECOMMUNICATIONS TAX	0.00	1,092.88	0.0	0.00	0.00	0.0
41110	MARRIAGE LICENSES	0.00	527.25	0.0	0.00	0.00	0.0
43511	TUITION - REGULAR DAY STUDENTS	25,000.00	13,150.00	52.6	2,083.33	0.00	0.0
43570	RECEIPTS FROM INDIVIDUAL SCHOOLS	55,000.00	20,186.50	36.7	4,583.33	50.00	2.4
43581	COMMUNITY SERVICE FEES - CHILDREN	23,000.00	2,858.00	12.4	1,916.67	7,861.79	171.5
44130	SALE OF MATERIALS AND SUPPLIES	0.00	178.50	0.0	0.00	670.00	35.0
44170	MISCELLANEOUS REFUNDS	0.00	11,317.63	0.0	0.00	11,317.63	0.0
44530	SALE OF EQUIPMENT	0.00	2,282.00	0.0	0.00	0.00	0.0
44560	DAMAGES RECOVERED FROM INDIVIDUALS	0.00	3,659.54	0.0	0.00	0.00	0.0
44570	CONTRIBUTIONS & GIFTS	0.00	329.65	0.0	0.00	0.00	0.0
46511	BASIC EDUCATION PROGRAM	28,829,498.00	12,022,400.00	41.7	2,402,458.17	3,005,600.00	125.1
46512	BASIC EDUCATION PROGRAM - ARRA	1,226,500.00	0.00	0.0	102,208.33	0.00	0.0
46515	EARLY CHILDHOOD EDUCATION	0.00	128,029.93	0.0	0.00	0.00	0.0
46550	DRIVER EDUCATION	16,000.00	8,215.00	51.3	1,333.33	0.00	0.0
46590	OTHER STATE EDUCATION FUNDS	38,900.75	2,288.48	5.9	3,241.73	0.00	0.0
46591	COORDINATED SCHOOL HEALTH - ARRA	100,000.00	24,183.62	24.2	8,333.33	0.00	0.0
46592	INTERNET CONNECTIVITY - ARRA	0.00	13,233.36	0.0	0.00	0.00	0.0
46594	FAMILY RESOURCE CENTERS - ARRA	33,300.00	4,824.67	14.5	2,775.00	0.00	0.0
46595	STATEWIDE STUDENT MGMT SYS (SSMS) -ARRA	16,733.36	16,733.36	100.0	1,394.45	0.00	0.0
46610	CAREER LADDER PROGRAM	328,157.00	138,135.11	42.1	27,346.42	138,135.11	505.1
46615	CAREER LADDER-EXTENDED CONTRACT-ARRA	104,304.00	0.00	0.0	8,692.00	0.00	0.0
46851	STATE REVENUE SHARING -T.V.A.	200,000.00	0.00	0.0	16,666.67	0.00	0.0
46990	OTHER STATE REVENUES	60,000.00	30,473.49	50.8	5,000.00	6,541.20	130.8
47120	ADULT EDUCATION STATE GRANT PROGRAM	141,802.25	9,919.84	7.0	11,816.86	0.00	0.0
47131	VOCATIONAL EDUC - BASIC GRANTS TO STATES	63,480.00	0.00	0.0	5,290.00	0.00	0.0
47590	OTHER FEDERAL THROUGH STATE	117,520.00	600.00	0.5	9,793.33	0.00	0.0
47990	OTHER DIRECT FEDERAL REVENUE	6,050.00	6,050.00	100.0	504.17	0.00	0.0
49800	TRANSFERS IN	30,803.00	0.00	0.0	2,566.92	0.00	0.0
Total REVENUES		41,227,059.36	14,260,745.23	34.6	3,435,588.29	3,170,075.73	92.3
EXPENDITURES							
71100	REGULAR INSTRUCTION PROGRAM	21,407,741.00	6,660,210.20	31.1	1,783,978.40	2,017,686.01	113.1
71150	ALTERNATIVE INSTRUCTION PROGRAM	121,231.00	54,466.83	44.9	10,102.59	20,170.39	199.7
71200	SPECIAL EDUCATION PROGRAM	2,532,809.00	731,972.30	28.9	211,067.40	242,522.92	114.9
71300	VOCATIONAL EDUCATION PROGRAM	2,382,173.00	685,165.17	28.8	198,514.45	211,753.19	106.7
71400	STUDENT BODY EDUCATION PROGRAM	2,400.00	0.00	0.0	200.00	0.00	0.0
71600	ADULT EDUCATION PROGRAM	92,608.00	31,075.93	33.6	7,717.35	6,121.17	79.3

Summary Financial Statement
NOVEMBER 24, 2009

Fiscal Year Time Lapse: 41.66

141 GENERAL PURPOSE SCHOOL

Account	Description	Year-To-Date		Percent Of Budget	NOVEMBER		Percent Of Avg
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
EXPENDITURES							
72110	ATTENDANCE	99,029.00-	36,355.73	36.7	8,252.41-	7,159.49	86.8
72120	HEALTH SERVICES	349,715.00-	109,369.31	31.3	29,142.92-	36,475.80	125.2
72130	OTHER STUDENT SUPPORT	1,096,745.00-	356,012.10	32.5	91,395.39-	98,365.53	107.6
72210	REGULAR INSTRUCTION PROGRAM	1,167,715.00-	351,148.96	30.1	97,309.58-	106,156.62	109.1
72215	ALTERNATIVE INSTRUCTION PROGRAM	27,000.00-	7,496.78	27.8	2,249.99-	2,614.15	116.2
72220	SPECIAL EDUCATION PROGRAM	249,410.00-	72,771.32	29.2	20,784.17-	21,976.69	105.7
72230	VOCATIONAL EDUCATION PROGRAM	126,794.00-	39,876.65	31.4	10,566.16-	8,755.10	82.9
72260	ADULT PROGRAMS	97,487.00-	28,937.01	29.7	8,123.92-	8,971.77	110.4
72310	BOARD OF EDUCATION	883,836.00-	440,575.74	49.8	73,652.99-	23,027.02	31.3
72320	OFFICE OF THE SUPERINTENDENT	304,432.00-	104,939.83	34.5	25,369.34-	23,556.10	92.9
72410	OFFICE OF THE PRINCIPAL	2,430,899.00-	811,081.53	33.4	202,574.92-	222,878.16	110.0
72510	FISCAL SERVICES	200,015.00-	64,929.11	32.5	16,667.92-	16,015.56	96.1
72610	OPERATION OF PLANT	3,497,186.00-	1,181,782.02	33.8	291,432.16-	207,501.37	71.2
72620	MAINTENANCE OF PLANT	689,876.00-	329,024.25	47.7	57,489.67-	59,256.64	103.1
72710	TRANSPORTATION	2,762,698.00-	792,760.38	28.7	230,234.84-	202,250.92	87.8
72810	CENTRAL AND OTHER	134,279.36-	72,560.23	54.0	11,189.94-	14,753.86	131.8
73300	COMMUNITY SERVICES	89,050.00-	38,592.26	43.3	7,420.84-	9,842.99	132.6
73400	EARLY CHILDHOOD EDUCATION	0.00	336,575.28	0.0	0.00	93,545.68	0.0
76100	REGULAR CAPITAL OUTLAY	1,042,254.47-	817,606.25	78.4	86,854.55-	56,551.70	65.1
82130	EDUCATION	300,000.00-	0.00	0.0	25,000.00-	0.00	0.0
99100	TRANSFERS OUT	463.00-	0.00	0.0	38.58-	0.00	0.0
Total EXPENDITURES		42,087,845.83-	14,155,285.17	33.6	3,507,320.48-	3,717,908.83	106.0
Total GENERAL PURPOSE SCHOOL		860,786.47-	105,460.06-	12.3	71,732.19-	547,833.10	763.7

G/L Month: 11 NOVEMBER
Beginning Fund: 141 Beginning Function: ZZZZZ
Ending Fund: 141 Ending Function: ZZZZZ

* End of Report: LAWRENCE CO BD OF EDUCATION *

LAWRENCE COUNTY TN
 November 24, 2009 Regular Session
 BI-MONTHLY REPORT SUPERINTENDENT

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

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

Comments:

REPORT OF THE RESOLUTION COMMITTEE

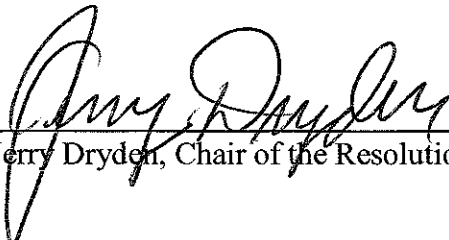
TO THE LAWRENCE COUNTY BOARD OF COMMISSIONERS
LAWRENCE COUNTY, TENNESSEE

November 24, 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. 2009112401
Resolution Approving Minutes of September 22, 2009, Regular Session
Sponsor: Jerry Dryden
2. Resolution No. 2009112402
Resolution to Approve Amendments to the 2009-2010 Lawrence County Budget
Sponsor: Accounts and Budgets
3. Resolution No. 2009112403
Resolution to Approve Amendments to the 2009-2010 Lawrence County Board of Education Budget
Sponsor: Lawrence County Board of Education
4. Resolution No. 2009112404
Resolution to Provide Matching Funds for Grant Received by the City of St. Joseph to Purchase a Fire Truck
Sponsor: Budget Committee
5. Resolution No. 2009112405
Resolution to Approve a Donation in the Amount of Taxes Due from Buffalo Valley in Regards to the New Hope Apartments and Crockett Senior Living
Sponsor: Budget Committee
6. Resolution No. 2009112406
Resolution to Confirm Appointments to the Committees of the Lawrence County Legislative Body
Sponsor: Jerry Dryden

7. Resolution No. 2009112407
Resolution to Approve Holidays for Lawrence County Government
Sponsor: Paul Rosson
8. Resolution No. 2009112408
Resolution Recommending Delinquent Tax Attorney
Sponsor: Cindy Benefield
9. Resolution No. 2009112409
Resolution to Erect Speed Limit Signs on Hawthorne Drive and West Laurel Street
Sponsor: Charles Robertson
10. Resolution No. 2009112410
Resolution to Erect Speed Limit Signs on Fall River Road from the Lawrenceburg City
Limits to Baker Lane
Sponsor: Jerry Dryden
11. Resolution No. 2009112411
Resolution to Erect Speed Limit Signs on Danley Road from Posey Circle Loop to
Greenhill Road
Sponsor: Wayne Yocom
12. Resolution No. 2009112412
Resolution to Donate Surplus Van From the Lawrence County Solid Waste Services to
the Iron City Utility District
Sponsor: Budget Committee
13. Resolution No. 2009112413
Resolution to Approve Agreement Between Lawrence County and the Lawrence County
Board of Education Regarding the Sharing of Costs for the Construction of Four New
Classrooms at South Lawrence Elementary School, Four New Classrooms at
Summertown Elementary School, and Two New Classrooms at Ethridge Elementary
School
Sponsor: Facilities Committee



Jerry Dryden, Chair of the Resolution Committee

LAWRENCE COUNTY TN
November 24, 2009 Regular Session

APPROVAL OF THE REPORT OF THE RESOLUTION COMMITTEE

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

TYPE OF VOTE: Voice Roll Call

Comments:

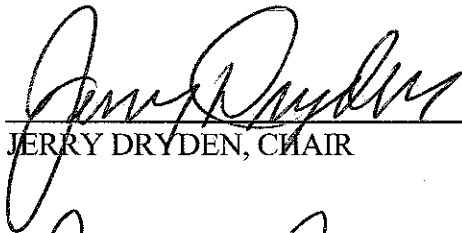
RESOLUTION NO. 2009112401

RESOLUTION APPROVING MINUTES OF SEPTEMBER 22, 2009, REGULAR SESSION

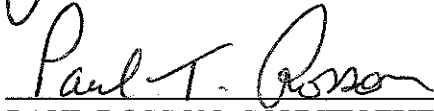
WHEREAS, the Lawrence County Legislative Body met on September 22, 2009, in regular session.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that the attached minutes of the September 22, 2009, regular session are approved.

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

7. Resolution No. 2009092207 Sponsor: Paul Rosson
Resolution to set the salaries of Teresa Purcell as Director of Accounts and Budgets and
Carla R. Burden as Purchasing Agent/Grants Manager for Lawrence County
Resolution referred back to budget committee.
8. Resolution No. 2009092208 Sponsor: John Sanders
Resolution to erect speed limit signs on Barnett Drive
PASSED by unanimous voice vote
9. Resolution No. 2009092209 Sponsors: Budget Committee
Resolution to donate two tracts of land located at 617 and 619 Old Florence Rd, Tax Map
089G, Group D, Parcels 002.00 and 002.01 to the Habitat for Humanity
PASSED by unanimous roll call vote
10. Resolution No. 2009092210 Sponsor: Budget Committee
Resolution to donate surplus engine from an ambulance to the City of Loretto
PASSED by unanimous voice vote
11. Resolution No. 2009092211 Sponsor: Sandra Hyatt and Charles Robertson
Resolution to amend the Lawrence County Budget to appropriate \$2,000.00 for donation
to the Tennessee Rehabilitation Services
PASSED AS AMENDED by roll call vote
Voting AYE: (13) Voting NAY: (2) Yocom and Clifton

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

Suspend the Rules PASSED by roll call vote.

12. Resolution No. 2009092212 Sponsor: Paul Rosson
Resolution to donate surplus truck from the Lawrence County Highway Department to the
New Prospect Fire Department
PASSED by unanimous voice vote

Motion to Adjourn: **Wayne Yocom**; second: **John C. Sanders, Jr.**
Motion passed by unanimous voice vote.

LAWRENCE COUNTY TN RESOLUTION NO: 2009112401

Resolution Approving Minutes of September 22, 2009, Regular Session

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

TYPE OF VOTE: Voice Roll Call

Comments:


RESOLUTION NO. 2009112402

RESOLUTION TO APPROVE AMENDMENTS TO THE 2009-2010
LAWRENCE COUNTY BUDGET

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, approve amendments to the 2009-2010 Lawrence County General Budget as attached.

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


Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST


CHUCK KIZER, COUNTY CLERK

SPONSOR: ACCOUNTS AND BUDGETS

**LAWRENCE COUNTY GOVERNMENT
BUDGET AMENDMENTS
NOVEMBER 24, 2009 REGULAR SESSION
RESOLUTION 2009112402**

ACCOUNT	DESCRIPTION	CURRENT BUDGET	BUDGET AMEND./ CHANGE	REVISED BUDGET	J/E	PURPOSE
GENERAL FUND. - FUND 101						
101-58400-799	Other Capital Outlay	\$ 5,000.00	\$ 1,200.00	\$ 6,200.00	DR	To adjust capital outlay purchase for main. department.
101-58300-205	Employee & Depend Insurance	\$ -	\$ 360.00	\$ 360.00	DR	
101-58300-435	Office Supplies	\$ 300.00	\$ 100.00	\$ 400.00	DR	
101-58300-719	Office Equipment	\$ -	\$ 500.00	\$ 500.00	DR	To adjust expend to actual and provide funding for locking file cabinets for Veterans.
101-55130-169	Part-time Personnel	\$ 25,000.00	\$ 3,000.00	\$ 28,000.00	DR	
101-55130-131	Medical Personnel	\$ 625,000.00	\$ (3,000.00)	\$ 622,000.00	CR	
101-55130-335	Maintenance & Repair Bldg	\$ 1,000.00	\$ 400.00	\$ 1,400.00	DR	To adjust part-time payroll expenditures and adjust other operating expenditures to actual for Ambulance Service.
101-55130-336	Maintenance & Repair Eqpt	\$ 1,500.00	\$ 400.00	\$ 1,900.00	DR	
101-55130-499	Other Supplies & Materials	\$ 2,000.00	\$ (800.00)	\$ 1,200.00	CR	
101-55130-435	Office Supplies	\$ 3,000.00	\$ 2,000.00	\$ 5,000.00	DR	
101-55130-338	Maintenance & Repair Veh	\$ 40,000.00	\$ (2,000.00)	\$ 38,000.00	CR	
101-55110-186	Longevity Pay	\$ 400.00	\$ 50.00	\$ 450.00	DR	
101-55110-499	Other Supplies & Materials	\$ 400.00	\$ (50.00)	\$ 350.00	CR	To adjust pest control expenditures to actual for Chancery Clerk.
101-53400-347	Pest Control	\$ 76.00	\$ 50.00	\$ 126.00	DR	
101-53300-320	Dues & Memberships	\$ 1,000.00	\$ 630.00	\$ 1,630.00	DR	
101-53300-347	Pest Control	\$ 76.00	\$ 50.00	\$ 126.00	DR	To adjust data processing eqpt for General Session Court for purchase of new computer and adjust pest control charges to actual.
101-53300-709	Data Processing Eqpt.	\$ -	\$ 540.00	\$ 540.00	DR	
101-53100-320	Dues & Memberships	\$ 900.00	\$ 913.00	\$ 1,813.00	DR	
101-53100-347	Pest Control	\$ 76.00	\$ 50.00	\$ 126.00	DR	
101-53100-355	Travel - Jury	\$ -	\$ 1,200.00	\$ 1,200.00	DR	
101-52500-307	Communication	\$ -	\$ 200.00	\$ 200.00	DR	To adjust pest control, printing, dues, communications, and contracted services to actual expenditures for the County Clerk.
101-52500-320	Dues & Memberships	\$ 750.00	\$ 162.00	\$ 912.00	DR	
101-52500-347	Pest Control	\$ 76.00	\$ 100.00	\$ 176.00	DR	
101-52500-349	Printing, Stationery & Forms	\$ 3,500.00	\$ 400.00	\$ 3,900.00	DR	
101-52500-399	Other Contracted Services	\$ -	\$ 790.00	\$ 790.00	DR	
101-52500-355	Travel	\$ 3,000.00	\$ (1,652.00)	\$ 1,348.00	CR	
101-52400-347	Pest Control	\$ 76.00	\$ 100.00	\$ 176.00	DR	To adjust pest control and data processing expenditures to reflect actual charges for Trustee.
101-52400-709	Data Processing Eqpt.	\$ 1,000.00	\$ (100.00)	\$ 900.00	CR	
101-51910-312	Contracts w/private Agencies	\$ -	\$ 150.00	\$ 150.00	DR	
101-51910-320	Dues & Memberships	\$ 40.00	\$ 70.00	\$ 110.00	DR	

ACCOUNT	DESCRIPTION	CURRENT BUDGET	BUDGET AMEND./ CHANGE	REVISED BUDGET	J/E	PURPOSE
101-51910-719	Office Equipment	\$ -	\$ 1,600.00	\$ 1,600.00	DR	To adjust office equipment line item
101-51600-347	Pest Control	\$ 76.00	\$ 100.00	\$ 176.00	DR	to reflect purchase out of reserve funds
101-51600-355	Travel	\$ 2,000.00	\$ (100.00)	\$ 1,900.00	CR	for Archives.
101-51500-186	Longevity Pay	\$ -	\$ 250.00	\$ 250.00	DR	
101-51500-187	Overtime Pay	\$ -	\$ 192.00	\$ 192.00	DR	
101-51500-348	Postal Charges	\$ 3,500.00	\$ 1,850.00	\$ 5,350.00	DR	To adjust postal charges for Election
101-51500-193	Election Workers	\$ 25,000.00	\$ (2,292.00)	\$ 22,708.00	CR	Commission to reflect actual charges.
101-51300-205	Employee & Depend Insurance	\$ -	\$ 260.00	\$ 260.00	DR	
101-51300-347	Pest Control	\$ 76.00	\$ 100.00	\$ 176.00	DR	To adjust pest control, data processing,
101-51300-349	Printing, Stationery & Forms	\$ 200.00	\$ 200.00	\$ 400.00	DR	and printing expenditures to actual for
101-51300-709	Data Processing Eqpt.	\$ -	\$ 1,744.00	\$ 1,744.00	DR	County Executive.
101-39000	Fund Balance	\$ 2,394,314.00	\$ (9,717.00)	\$ 2,384,597.00	CR	-----Adjust Fund Balance to reflect diff.
	Totals	\$ 3,139,336.00	\$ -	\$ 3,139,336.00		
COURTHOUSE & JAIL MAINT FUND - FUND 112						
112-58400-304	Architects	\$ -	\$ 7,804.21	\$ 7,804.21	DR	To adjust Architects line to reflect charges
112-58400-334	Maintenance Agreements	\$ 4,000.00	\$ (4,000.00)	\$ -	CR	for Courthouse Lobby and Second Floor.
112-39000	Fund Balance	\$ 10,138.00	\$ (3,804.21)	\$ 6,333.79	CR	-----Adjust Fund Balance to reflect diff.
	Totals	\$ 14,138.00	\$ -	\$ 14,138.00		
PUBLIC LIBRARY- FUND 115						
115-56500-205	Employee & Depend Insurance	\$ -	\$ 120.00	\$ 120.00	DR	To adjust operating expenditures and
115-56500-349	Printing, Stationery & Forms	\$ 1,000.00	\$ 200.00	\$ 1,200.00	DR	office equipment line items to actual.
115-56500-509	Refunds	\$ -	\$ 100.00	\$ 100.00	DR	
115-56500-719	Office Equipment	\$ -	\$ 2,950.00	\$ 2,950.00	DR	
115-39000	Fund Balance	\$ 113,308.00	\$ (3,370.00)	\$ 109,938.00	CR	-----Adjust Fund Balance to reflect diff.
	Totals	\$ 114,308.00	\$ -	\$ 114,308.00		
SOLID WASTE FUND- FUND 116						
116-55754-331	Legal Services	\$ 10,000.00	\$ 3,400.00	\$ 13,400.00	DR	To adjust legal services, refunds, and
116-55754-502	Building & Contents Insurance	\$ 2,600.00	\$ 1,300.00	\$ 3,900.00	DR	insurances to reflect actual expenditures.
116-55754-506	Liability Insurance	\$ 1,400.00	\$ 160.00	\$ 1,560.00	DR	
116-55754-509	Refunds	\$ -	\$ 2,950.00	\$ 2,950.00	DR	
116-55754-511	Vehicle & Equipment Insurance	\$ 1,000.00	\$ 1,200.00	\$ 2,200.00	DR	
116-39000	Fund Balance	\$ 1,384,892.00	\$ (9,010.00)	\$ 1,375,882.00	CR	-----Adjust Fund Balance to reflect diff.
	Totals	\$ 1,399,892.00	\$ -	\$ 1,399,892.00		

ACCOUNT	DESCRIPTION	CURRENT BUDGET	BUDGET AMEND./ CHANGE	REVISED BUDGET	J/E	PURPOSE
INDUSTRIAL/ECON. DEVELOPMENT FUND - FUND 119						
119-91110-316	Contributions	\$ -	\$ 17,075.00	\$ 17,075.00	DR	To adjust contributions line to reflect matching funds for fire department grants. -----Adjust Fund Balance to reflect diff.
119-91170-332	Legal Notices, Recording Costs	\$ -	\$ 100.00	\$ 100.00	DR	
119-39000	Fund Balance	\$ 67,714.00	\$ (17,175.00)	\$ 50,539.00	CR	
	Totals	\$ 67,714.00	\$ -	\$ 67,714.00		
HIGHWAY DEPT. - FUND 131						
131-44130	Sale of Materials & Supplies	\$ 2,500.00	\$ 24,211.81	\$ 26,711.81	DR	To record the sale of materials & supplies and corresponding expenditures for Highway Department.
131-62000-440	Pipe	\$ 125,000.00	\$ (1,632.00)	\$ 123,368.00	CR	
131-62000-402	Asphalt	\$ 400,000.00	\$ (11,005.20)	\$ 388,994.80	CR	
131-62000-403	Cold Mix	\$ 15,000.00	\$ (162.00)	\$ 14,838.00	CR	
131-62000-409	Rock	\$ 250,000.00	\$ (10,374.68)	\$ 239,625.32	CR	
131-62000-599	Other Charges	\$ 10,000.00	\$ (285.00)	\$ 9,715.00	CR	
131-63100-412	Diesel	\$ 180,000.00	\$ (752.93)	\$ 179,247.07	CR	
	Totals	\$ 982,500.00	\$ -	\$ 982,500.00		
DEBT SERVICE FUND - FUND 151						
151-82310-699	Other Debt Service	\$ 3,250.00	\$ 7,500.00	\$ 10,750.00	DR	To adjust other debt service to reflect estimated charges for continuing disclosure annual filings by Guardian Advisors. -----Adjust Fund Balance to reflect diff.
151-39000	Fund Balance	\$ 3,111,120.00	\$ (7,500.00)	\$ 3,103,620.00	CR	
	Totals	\$ 3,114,370.00	\$ -	\$ 3,114,370.00		
GENERAL CAPITAL PROJECTS FUND - FUND 171						
171-91110-335						To adjust line item to reflect the replacement of central air unit at Career Center. -----Adjust Fund Balance to reflect diff.
CCTR	Maintenance & Repair Serv - Bldg	\$ -	\$ 23,750.00	\$ 23,750.00	DR	
171-39000	Fund Balance	\$ 132,536.00	\$ (23,750.00)	\$ 108,786.00	CR	
	Totals	\$ 132,536.00	\$ -	\$ 132,536.00		

LAWRENCE COUNTY TN RESOLUTION NO: 2009112402

Resolution to approve amendments to the 2009-2010 Lawrence County Budget

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

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

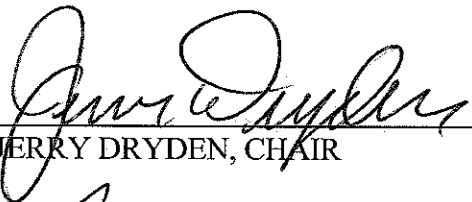
RESOLUTION NO. 2009112403

RESOLUTION TO APPROVE AMENDMENTS TO THE 2009-2010 LAWRENCE COUNTY
BOARD OF EDUCATION BUDGET

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, approve amendments to the 2009-2010 Lawrence County Board of Education Budget , as attached.

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

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST



CHUCK KIZER, COUNTY CLERK

SPONSOR: LAWRENCE COUNTY BOARD OF EDUCATION

October, 2009

Resolution # _____
Budget Amendments General Purpose School
FUND 141

Account Number	Description	Debit	Credit
Cost Center LEAP			
1 46590	Other State Education Funds	162,000.00	
71150-116	Teachers		70,000.00
71150-201	Social Security		4,340.00
71150-204	State Retirement		5,393.00
71150-212	Employer Medicare		1,015.00
71150-399	Other Contracted Services		6,000.00
71150-499	Other Supplies & Materials		46,000.00
71150-790	Other Equipment		10,000.00
72215-348	Postal Charges		1,000.00
72215-524	In-Service/Staff Development		15,000.00
72215-599	Other Charges		1,000.00
99100-504	Indirect Cost		2,252.00
To Record Leaps & Bounds Grant awarded for 2009-10 school year		\$ 162,000.00	\$ 162,000.00
2 Cost Center PREK			
46515	Early Childhood Education	1,046,009.81	
73400-116	Teachers		468,765.00
73400-163	Educational Assistants		185,062.00
73400-195	Certified Substitute Teachers		2,000.00
73400-198	Non-Certified Substitute Teachers		10,000.00
73400-201	Social Security		41,282.00
73400-204	State Retirement		46,640.00
73400-207	Medical Insurance		131,051.00
73400-212	Employer Medicare		9,654.81
73400-399	Other Contracted Services		40,400.00
73400-307	Communication		5,000.00
73400-336	Maintenance & Repair Services - Equipment		3,039.00
73400-355	Travel		5,000.00
73400-348	Postal Charges		200.00
73400-499	Other Supplies & Materials		37,000.00
73400-599	Other Charges		10,000.00
73400-790	Other Equipment		50,916.00
To Record Pre-K Budget for 2009-2010 school year		\$ 1,046,009.81	\$ 1,046,009.81
3 Cost Center SSA			
46981	Safe Schools - ARRA	20,800.00	
72620-701	Administrative Equipment		17,800.00
72210-499	Other Supplies & Materials		1,000.00
72210-524	In-Service/Staff Development		2,000.00
To Record Safe Schools Act Grant for 2009-2010 school year		\$ 20,800.00	\$ 20,800.00
4			
40110	Current Property Taxes	9,726.00	
71100-429	Instructional Supplies & Materials		9,726.00
To Record Additional Property Tax Revenues per Teresa Purcell		\$ 9,726.00	\$ 9,726.00

October, 2009

Resolution # _____
 Budget Amendments General Purpose School
 FUND 142

Account Number	Description	Debit	Credit
1 47143- 90S	Special Education - Grants to State - ARRA	1,168,260.05	
71150-116-90S	Teachers		38,881.00
71150-201-90S	Social Security		2,411.00
71150-204-90S	State Retirement		2,496.50
71150-207-90S	Medical Insurance		9,500.00
71150-212-90S	Employer Medicare		564.00
71150-429-90S	Instructional Supplies & Materials		6,000.00
71150-599-90S	Other Charges		53,852.50
71200-116-90S	Teachers		42,000.00
71200-163-90S	Educational Assistants		61,910.00
71200-201-90S	Social Security		6,067.00
71200-204-90S	State Retirement		7,831.00
71200-207-90S	Medical Insurance		33,200.00
71200-212-90S	Employer Medicare		1,419.00
71200-369-90S	Contracts for Substitute Teachers - Certified		2,000.00
71200-370-90S	Contracts for Substitute Teachers - Non-Certified		2,000.00
71200-399-90S	Other Contracted Services		73,000.00
71200-429-90S	Instructional Supplies & Materials		90,000.00
71200-499-90S	Other Supplies & Materials		50,002.05
71200-599-90S	Other Charges		14,710.00
71200-725-90S	Special Education Equipment		20,416.50
72220-355-90S	Travel		60,000.00
72220-399-90S	Other Contracted Services		126,999.50
72220-499-90S	Other Supplies & Materials		202,000.00
72220-524-90S	In-Service/Staff Development		75,000.00
72710-729-90S	Transportation Equipment		186,000.00
To Amend IDEA - ARRA Budget for 2009-2010 Dollars		\$ 1,168,260.05	\$ 1,168,260.05
2 47145- 91S	Special Education Preschool Grants - ARRA	24,384.80	
71200-163-91S	Educational Assistants		12,376.00
71200-201-91S	Social Security		768.00
71200-204-91S	State Retirement		1,107.00
71200-207-91S	Medical Insurance		5,700.00
71200-212-91S	Employer Medicare		180.00
71200-399-91S	Other Contracted Services		1,253.80
71200-499-91S	Other Supplies & Materials		3,000.00
To Amend IDEA, Preschool - ARRA Budget for 2009-2010 Dollars		\$ 24,384.80	\$ 24,384.80
3 47141- -107	Title I Grants to LEA's	1,708,838.00	
47141- -107-TITL1	Title I Grants to LEA's - Carryover	227,200.69	
71100-116-107	Teachers		857,441.00
71100-163-107	Educational Assistants		215,669.00
71100-198-107	Non-Certified Substitute Teachers		9,000.00
71100-201-107	Social Security		67,090.69
71100-204-107	State Retirement		74,329.00
71100-207-107	Medical Insurance		196,924.00
71100-212-107	Employer Medicare		15,691.00
71100-429-107	Instructional Supplies & Materials		46,000.00
71100-499-107	Other Supplies & Materials		9,000.00
71100-599-107	Other Charges		20,250.00
71100-722-107	Regular Instruction Equipment		15,000.00
72130-130-107	Social Workers		49,199.00
72130-189-107	Other Salaries & Wages		39,052.00
72130-201-107	Social Security		5,472.00
72130-204-107	State Retirement		5,666.00
72130-207-107	Medical Insurance		14,700.00
72130-212-107	Employer Medicare		1,279.00

October, 2009

Resolution # _____
Budget Amendments General Purpose School
FUND 142

Account Number	Description	Debit	Credit
72130-599-107	Other Charges		2,000.00
72210-105-107	Supervisor/Director		60,828.00
72210-161-107	Secretary		16,949.00
72210-201-107	Social Security		4,822.00
72210-204-107	State Retirement		5,420.00
72210-207-107	Medical Insurance		9,550.00
72210-212-107	Employer Medicare		1,128.00
72210-336-107	Maintenance & Repair Services - Equipment		2,500.00
72210-355-107	Travel		2,500.00
72210-499-107	Other Supplies & Materials		6,374.00
72210-524-107	In-Service/Staff Development		153,453.00
72210-790-107	Other Equipment		5,000.00
99100-504-107	Indirect Cost		23,752.00
To Record Title I A Budget for 2009-2010 school year		\$ 1,936,038.69	\$ 1,936,038.69
4			
47141- -10S	Title I Grants to LEA's - ARRA	969,428.00	
71100-116-10S	Teachers		31,689.00
71100-201-10S	Social Security		1,965.00
71100-204-10S	State Retirement		2,034.00
71100-207-10S	Medical Insurance		11,000.00
71100-212-10S	Employer Medicare		459.00
71100-429-10S	Instructional Supplies & Materials		273,942.00
71100-499-10S	Other Supplies & Materials		4,000.00
71100-599-10S	Other Charges		30,637.00
71100-722-10S	Regular Instruction Equipment		121,175.00
71150-116-10S	Teachers		34,000.00
71150-201-10S	Social Security		2,109.00
71150-204-10S	State Retirement		2,183.00
71150-212-10S	Employer Medicare		493.00
72130-189-10S	Other Salaries & Wages		94,425.00
72130-201-10S	Social Security		5,854.00
72130-204-10S	State Retirement		6,062.00
72130-207-10S	Medical Insurance		15,600.00
72130-212-10S	Employer Medicare		1,369.00
72130-499-10S	Other Supplies & Materials		1,500.00
72130-599-10S	Other Charges		277,239.00
72210-524-10S	In-Service/Staff Development		51,693.00
To Record Title I A - ARRA (Stimulus) Budget for 2009-2010 school year		\$ 969,428.00	\$ 969,428.00
5			
47189- -207	Title IIA - Teacher Quality	363,310.00	
47189- -207-TITL2	Title IIA - Teacher Quality - Carryover	26,783.02	
71100-116-207	Teachers		224,000.00
71100-198-207	Non-Certified Substitute Teachers		5,000.00
71100-201-207	Social Security		13,888.00
71100-204-207	State Retirement		14,381.00
71100-207-207	Medical Insurance		37,980.00
71100-212-207	Employer Medicare		3,248.00
72210-524-207	In-Service/Staff Development		86,546.02
99100-504-207	Indirect Cost		5,050.00
To Record Title II A Budget for 2009-2010 school year		\$ 390,093.02	\$ 390,093.02

October, 2009

Resolution # _____

Budget Amendments General Purpose School

FUND 142

Account Number	Description	Debit	Credit
6 47590- -237	Other Federal Grants Through State	16,176.00	
47590- -237-TIL2D	Other Federal Grants Through State - Carryover	3,868.00	
71100-722-237	Regular Instruction Equipment		4,400.00
72210-196-237	In-Service Training		13,500.00
72210-201-237	Social Security		837.00
72210-204-237	State Retirement		883.00
72210-212-237	Employer Medicare		200.00
99100-504-237	Indirect Cost		224.00
To Record Title IID Budget for 2009-2010 school year		\$ 20,044.00	\$ 20,044.00
7 47590- 23S	Other Federal Grants Through State	39,781.00	
71100-399-23S	Other Contracted Services		4,318.00
71100-722-23S	Regular Instruction Equipment		25,463.00
72210-524-23S	In-Service/Staff Development		10,000.00
To Record Title IID - ARRA (Stimulus) Budget for 2009-2010 school year		\$ 39,781.00	\$ 39,781.00
8 34440- -417	Budget Amt. Reserved for Other Federal Projects	2,148.44	
47147- -417	Title IV-Safe and Drug Free Schools State Grant	24,851.00	
47147- -417-SDFS	Title IV-Safe and Drug Free Schools State Grant-Carryover	2,143.00	
71100-116-417	Teachers		6,000.00
71100-198-417	Non-Certified Substitute Teachers		600.00
71100-201-417	Social Security		410.00
71100-204-417	State Retirement		386.00
71100-212-417	Employer Medicare		96.00
71100-399-417	Other Contracted Services		500.00
71100-429-417	Instructional Supplies & Materials		6,500.00
71100-499-417	Other Supplies & Materials		3,500.00
72210-355-417	Travel		2,000.00
72210-524-417	In-Service/Staff Development		9,150.44
To Record Title IV Budget for 2009-2010 school year		\$ 29,142.44	\$ 29,142.44
9 47148- -607	Title VI - Rural Education	173,649.00	
47148- -607-TITL6	Title VI - Rural Education - Carryover	47,102.00	
71100-429-607	Instructional Supplies & Materials		73,620.50
71100-499-607	Other Supplies & Materials		20,000.00
71100-722-607	Regular Instruction Equipment		60,000.00
72210-524-607	In-Service/Staff Development		64,717.50
99100-504-607	Indirect Cost		2,413.00
To Record Title VI Budget for 2009-2010 school year		\$ 220,751.00	\$ 220,751.00
10 47590- -707	Other Federal Grants Through State	2,118.42	
71100-499-707	Other Supplies & Materials		500.00
72130-130-707	Social Workers		150.00
72130-201-707	Social Security		9.30
72130-204-707	State Retirement		9.63
72130-212-707	Employer Medicare		2.18
72130-307-707	Communication		100.00
72130-399-707	Other Contracted Services		900.00
72130-499-707	Other Supplies & Materials		447.31
To Record Title X - ARRA (Stimulus) Budget for 2009-2010 school year		\$ 2,118.42	\$ 2,118.42

LAWRENCE COUNTY TN RESOLUTION NO: 2009112403

Resolution to approve amendments to the 2009-2010 Lawrence County Board of Education Budget

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

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

RESOLUTION NO. 2009112404

RESOLUTION TO PROVIDE MATCHING FUNDS FOR GRANT RECEIVED BY THE CITY
OF ST. JOSEPH TO PURCHASE A FIRE TRUCK

WHEREAS, the City of St. Joseph has received or is entitled to receive a grant in the amount of \$300,000.00 with a match by Lawrence County of \$10,000.00.

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 for the purchase of a fire truck by the City of St. Joseph.

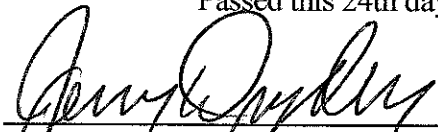
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of August, 2009, that there is hereby appropriated the sum of \$10,000.00 to provide the City of St. Joseph the amount of the required match so that said entity may receive said grant funds.

BE IT FURTHER RESOLVED that this expenditure is to be funded from the Economic and Community Development Fund (Fund 119).

BE IT FURTHER RESOLVED that no such disbursement to a municipality shall be made until the County Executive has confirmed that the City of St. Joseph has signed a contract with the State of Tennessee for the Community Development Block Grant.

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

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: BUDGET COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2009112404

Resolution to provide matching funds for grant received by the city of St. Joseph to purchase a fire truck

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

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

RESOLUTION NO. 2009112405

RESOLUTION TO APPROVE A DONATION IN THE AMOUNT OF TAXES DUE FROM
BUFFALO VALLEY IN REGARDS TO THE NEW HOPE APARTMENTS AND
CROCKETT SENIOR LIVING

WHEREAS, by Resolution No. 2008022706, the Legislative Body approved the County Executive to enter into a Payment in Lieu of Taxes ("PILOT") Agreement with Buffalo Valley, Inc., a not-for-profit corporation, concerning payment in lieu of taxes for two housing projects constructed by Buffalo Valley, Inc., namely, the New Hope Apartments and Crockett Senior Living; and

WHEREAS, these properties were built with a grant from HUD which provides funding for 100% of the cost of acquisition of the property and construction of the facility; and

WHEREAS, these properties receive a HUD subsidy such that the tenants, all of whom are either low income disabled or low income elderly residents of Lawrence County, pay only 30% of their adjusted income for rent with the remainder of the rent paid by HUD; and

WHEREAS, Tennessee laws provide that these properties be tax exempt and that all such properties sign a PILOT Agreement with the respective governmental entities involved; and

WHEREAS, Buffalo Valley, Inc. had previously signed the PILOT Agreement with both Lawrence County and the City of Lawrenceburg for payment of a certain sum for each facility; and

WHEREAS, through mistake or inadvertence the State Board of Equalization has yet to approve the previous PILOT Agreement thus Lawrence County and the City of Lawrenceburg real property taxes have accrued during the time the PILOT Agreement was entered into and the approval by the State Board of Equalization; and

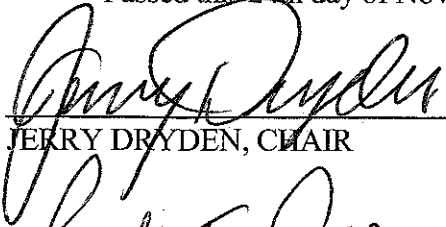
WHEREAS, Tennessee law authorizes counties to make charitable contributions to such organizations as Buffalo Valley, Inc.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that upon Buffalo Valley, Inc., paying the Lawrence County real property taxes assessed against the aforementioned properties and after the State Board of Equalization has approved the PILOT Agreement previously entered into, Lawrence County agrees to donate to Buffalo Valley, Inc., the amount of taxes paid less the amount required to be paid by Buffalo Valley, Inc., pursuant to the PILOT Agreement.

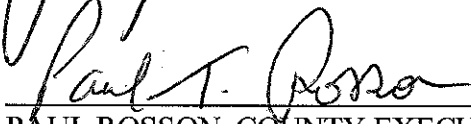
BE IT FURTHER RESOLVED that the County Executive is authorized to enter into the PILOT Agreement previously approved in Resolution No. 2008022706.

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

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 200912405

Resolution to approve a donation in the amount of taxes due from Buffalo Valley in regards to the New Hope Apartments and Crockett Senior Living

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

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

RESOLUTION NO. 2009112406

RESOLUTION TO CONFIRM APPOINTMENTS TO
THE COMMITTEES OF THE LAWRENCE COUNTY LEGISLATIVE BODY

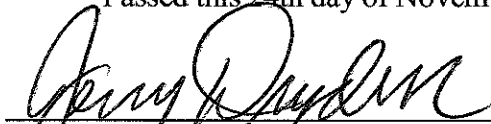
WHEREAS, the Chair of the Lawrence County Legislative Body shall appoint members of certain committees, such appointments to be subject to confirmation by the Legislative Body; and

WHEREAS, the Chair has made proposed appointments to the committees as have previously existed as reflected on the attached list.

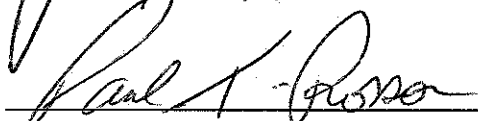
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, the attached appointments to the various committees of the Lawrence County Legislative Body are confirmed.

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

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

**Lawrence County Board of Commissioners
Committees and Board 2009-2010**

<u>Budget</u>	<u>Economic & Comm Dev</u>	<u>Ethics</u>	<u>Facilities</u>	<u>Grievance</u>	<u>Highway Committee</u>	<u>Insurance and Benefits</u>
Paul Rosson, Chm Jerry Dryden Anne Brown Jerry Putman Alan Keener	Jerry Putman* Ronnie Benefield Alan Keener Bobby Clifton Wayne Yocom Mark Niedergeses Charles Robertson	Chris Jackson Bill Burks Charles Robertson Rick Hill Cindy Benefield	Ronnie Benefield* Jerry Putman Dennis Gillespie Rick Hill Delano Benefield Chris Jackson Charles Robertson	Paula Alley Lisa Pace Tony Crouch Tonya Roper Mary Green Robert Bivens	Ronnie Benefield* Wayne Yocom Ray Brazier Bobby Clifton Mark Niedergeses Rick Hill Dennis Gillespie	Ray Brazier* Chris Jackson Charles Robertson Jerry Dryden Mark Niedergeses Sandra Hyatt Joe Wray Bill Burks
<u>Nonprofit & Charitable</u>	<u>Public Safety Jail & Judicial</u>	<u>Resolution</u>	<u>School Board Liaison</u>	<u>Solid Waste</u>	<u>Technology</u>	<u>Tourism</u>
Joe Wray* Anne Brown Mark Niedergeses Dennis Gillespie Sandra Hyatt John Sanders	Bobby Clifton* John Sanders Sandra Hyatt Mark Niedergeses Joe Wray Alan Keener	Jerry Dryden* Bobby Clifton Alan Keener Joe Wray Sandra Hyatt	Anne Brown* Charles Robertson Wayne Yocom John Sanders Delano Benefield Chris Jackson Bill Burks	Delano Benefield* Ray Brazier Rick Hill Dennis Gillespie Mark Niedergeses Wayne Yocom Charles Robertson	Chris Jackson* Anne Brown Bill Burks Jerry Dryden John Sanders Ray Brazier	Delano Benefield* Mark Niedergeses Joe Wray Rick Hill Sandra Hyatt Anne Brown Ronnie Benefield

LAWRENCE COUNTY TN RESOLUTION NO: 2009112406

Resolution to confirm appointments to the committees of the Lawrence County
Legislative Body

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

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

RESOLUTION NO. 2009112407

RESOLUTION TO APPROVE HOLIDAYS FOR LAWRENCE COUNTY GOVERNMENT

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

THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that the following list of holidays are hereby established by Lawrence County government for the calendar year 2010:

New Year's Day	January 1
Martin Luther King, Jr., Day	January 18
President's Day	February 15
Good Friday	April 2
Memorial Day	May 31
Election Day	August 5
Independence Day	July 5
Labor Day	September 6
Columbus Day	October 11
Veterans Day	November 11
Thanksgiving Day	November 25 and 26
Christmas	December 23 and 24

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

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2009112407

Resolution to approve holidays for Lawrence County Government

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

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

RESOLUTION NO. 2009112408

RESOLUTION RECOMMENDING DELINQUENT TAX ATTORNEY

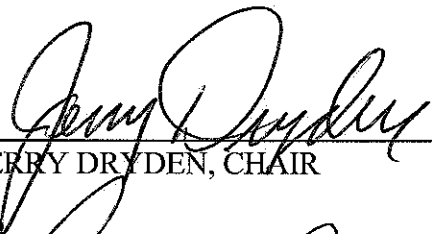
WHEREAS, Tennessee law requires that the Trustee for Lawrence County designate a delinquent tax attorney with the approval of the County Executive; and

WHEREAS, the Trustee for Lawrence County has requested that J. Christopher Williams be appointed as delinquent tax attorney, with the approval of the County Executive.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting this 24th day of November, 2009, that the County Legislative Body for Lawrence County designates J. Christopher Williams as delinquent tax attorney to be compensated at the rate of ten percent (10%) of all delinquent taxes collected.

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


Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: CINDY BENEFIELD

LAWRENCE COUNTY TN RESOLUTION NO: 2009112408

Resolution recommending delinquent tax attorney

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

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

RESOLUTION NO. 2009112409

RESOLUTION TO ERECT SPEED LIMIT SIGNS ON HAWTHORNE DRIVE AND WEST
LAUREL STREET

WHEREAS, Hawthorne Drive and West Laurel Street are in the Salem Woods Subdivision, a residential area in Lawrence County, Tennessee; and

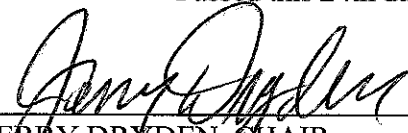
WHEREAS, the Lawrence County Legislative Body deems that the public safety requires that additional speed limit signs of 25 miles per hour should be erected the entire length of Hawthorne Drive and West Laurel Street.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that additional speed limit signs of 25 miles per hour be erected on the entire length of Hawthorne Drive and West Laurel Street in Salem Woods Subdivision.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that the County Road Superintendent for Lawrence County is hereby requested to erect appropriate additional signs to reflect that the speed limit is 25 miles per hour the entire length of Hawthorne Drive and West Laurel Street and to erect appropriate traffic control devices.

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

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSS, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: CHARLES ROBERTSON

LAWRENCE COUNTY TN RESOLUTION NO: 2009112409

Resolution to erect speed limit signs on Hawthorne Drive and West Laurel Street

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

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

RESOLUTION NO. 2009112410

RESOLUTION TO ERECT SPEED LIMIT SIGNS ON FALL RIVER ROAD FROM THE
LAWRENCEBURG CITY LIMITS TO BAKER STREET

WHEREAS, Fall River Road from the city limits to Baker Street is in a residential area in Lawrence County, Tennessee; and

WHEREAS, the Lawrence County Legislative Body deems that the public safety requires that additional speed limit signs of 45 miles per hour should be erected on Fall River Road from the Lawrenceburg city limits to Baker Lane.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that additional speed limit signs of 45 miles per hour be erected on Fall River Road from the Lawrenceburg city limits to Baker Lane.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that the County Road Superintendent for Lawrence County is hereby requested to erect appropriate additional signs to reflect that the speed limit is 45 miles per hour on Fall River Road from the Lawrenceburg city limits to Baker Lane and to erect appropriate traffic control devices.

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

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

LAWRENCE COUNTY TN RESOLUTION NO: 2009112410

Resolution to erect speed limit signs on Fall River Road from the Lawrenceburg City limits to Baker Lane

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

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

RESOLUTION NO. 2009112411

RESOLUTION TO ERECT SPEED LIMIT SIGNS ON DANLEY ROAD FROM POSEY
CIRCLE LOOP TO GREENHILL ROAD

WHEREAS, Danley Road from Posey Circle Loop to Greenhill Road is in a residential area in Lawrence County, Tennessee; and

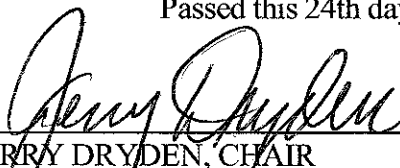
WHEREAS, the Lawrence County Legislative Body deems that the public safety requires that additional speed limit signs of 35 miles per hour should be erected on Danley Road from Posey Circle Loop to Greenhill Road a distance of 1.9 miles.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that additional speed limit signs of 35 miles per hour be erected on Danley Road from Posey Circle Loop to Greenhill Road a distance of 1.9 miles.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that the County Road Superintendent for Lawrence County is hereby requested to erect appropriate additional signs to reflect that the speed limit is 35 miles per hour on Danley Road from Posey Circle Loop to Greenhill Road a distance of 1.9 miles and to erect appropriate traffic control devices.

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

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: WAYNE YOCOM

LAWRENCE COUNTY TN RESOLUTION NO: 2009112411

Resolution to erect speed limit signs on Danley Road from Posey Circle Loop to Greenhill Road

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

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

RESOLUTION NO. 2009112412

RESOLUTION TO DONATE SURPLUS VAN FROM THE LAWRENCE COUNTY SOLID
WASTE SERVICES TO THE IRON CITY UTILITY DISTRICT


WHEREAS, Lawrence County Solid Waste Services has a 1992 Ford Econoline van, VIN 1FMEE11NONHA50635, which has been declare as surplus property by the Budget Committee; and

WHEREAS, the Iron City Utility District qualifies as an entity to which Lawrence County can donate surplus property and the Iron City Utility District can use said surplus truck.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that the 1992 Ford Econoline van deemed surplus by the Budget Committee is hereby donated to the Iron City Utility District and the County Executive is authorized to execute any documents necessary to transfer the title to said van to the Iron City Utility District.

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

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: BUDGET COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2009112412

Resolution to donate surplus van from the Lawrence County Solid Waste Services to the Iron City Utility District

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

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

RESOLUTION NO. 2009112413

RESOLUTION TO APPROVE AGREEMENT BETWEEN LAWRENCE COUNTY AND THE LAWRENCE COUNTY BOARD OF EDUCATION REGARDING THE CONSTRUCTION OF FOUR (4) NEW CLASSROOMS AT SOUTH LAWRENCE ELEMENTARY SCHOOL, FOUR (4) NEW CLASSROOMS AT SUMMERTOWN ELEMENTARY SCHOOL, AND TWO (2) NEW CLASSROOMS AT ETHRIDGE ELEMENTARY SCHOOL

WHEREAS, for the more efficient operation of the Lawrence County school system, the Board has identified the need for the construction of additional classrooms at three Lawrence County elementary schools, namely, South Lawrence Elementary School, four classrooms; Summertown Elementary School, four classrooms; and Ethridge Elementary School, two classrooms; and

WHEREAS, the Board has obtained preliminary cost estimates from its architects, Kaatz, Binkley, Jones & Morris Architects, Inc., of approximately \$2,001,020.00 for the construction of said classrooms; and

WHEREAS, the County has agreed to issue General Obligation School Refunding and Improvement Bonds in the aggregate principal amount not to exceed \$4,860,000.00 to provide funds for the construction of said classrooms; and

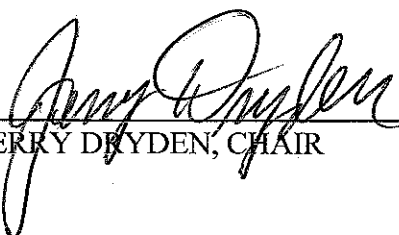
WHEREAS, the Board has agreed to make payments to Lawrence County's Debt Service Fund of \$750,000.00 on October 1, 2010; \$125,000.00 on October 1, 2011; and \$125,000.00 on October 1, 2012, for a total of \$1,000,000.00.

WHEREAS, an Agreement attached hereto as Exhibit 1 has been prepared setting forth the agreement of the parties.

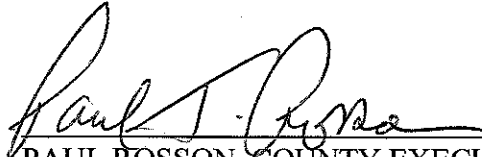
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that the County Executive is hereby authorized and empowered to execute the Agreement attached as Exhibit 1 hereto on behalf of Lawrence County.

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

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON and LAWRENCE COUNTY BOARD OF EDUCATION

AGREEMENT BETWEEN LAWRENCE COUNTY AND LAWRENCE COUNTY BOARD
OF EDUCATION REGARDING THE CONSTRUCTION OF TEN NEW CLASSROOMS AT
VARIOUS LAWRENCE COUNTY ELEMENTARY SCHOOLS

This Agreement is made and entered into on the 1 day of December, 2009, by and between Lawrence County (hereinafter the "County"), a political subdivision of the State of Tennessee, and the Lawrence County Board of Education (hereinafter the "Board") also a political subdivision of the State of Tennessee.

WHEREAS, for the more efficient operation of the Lawrence County school system, the Board has identified the need for the construction of additional classrooms at three Lawrence County elementary schools, namely, South Lawrence Elementary School, four classrooms; Summertown Elementary School, four classrooms; and Ethridge Elementary School, two classrooms; and

WHEREAS, the Board has obtained preliminary cost estimates from its architects, Kaatz, Binkley, Jones & Morris Architects, Inc., of approximately \$2,001,020.00 for the construction of said classrooms; and

WHEREAS, the County has agreed to issue General Obligation School Refunding and Improvement Bonds in the aggregate principal amount not to exceed \$4,860,000.00 to provide funds for the construction of said classrooms; and

WHEREAS, the Board has agreed to make payments to Lawrence County's Debt Service Fund of \$750,000.00 on October 1, 2010; \$125,000.00 on October 1, 2011; and \$125,000.00 on October 1, 2012, for a total of \$1,000,000.00.

NOW, THEREFORE, for and in consideration of mutual promises herein contained, the receipt and sufficiency of which is hereby acknowledged by both parties, the County and the Board agree as follows:

1. The County will issue its General Obligation School Refunding and Improvement Bond in the aggregate principal amount not to exceed \$4,860,000.00, the proceeds of which, among other things, will be used for the construction of ten (10) new elementary classrooms for various elementary schools in Lawrence County.

2. From the bond proceeds, the sum not to exceed \$2,000,000.00 will be used for the construction of ten classrooms for Lawrence County elementary schools as follows: South Lawrence Elementary, four (4) classrooms; Summertown Elementary School, four (4) classrooms; and Ethridge Elementary School, two (2) classrooms.

3. The Board will have control of the method and manner of construction, the type of construction and the architectural and engineering services to be used.

4. (a) The Board hereby obligates itself to complete the project and to the extent the total cost of the project exceeds \$2,000,000.00, the Board agrees it will be responsible for the payment of any cost in excess of \$2,000,000.00 however, in order for the cost of the aforesaid construction project to remain under the cost of \$2,000,000.00, the Board has the option to limit the scope of the construction project.

(b) In the event the total cost of the project is less than \$2,000,000.00, the Board agrees that any funds remaining of the \$2,000,000.00 bond proceeds will be used for capital improvement projects for the Lawrence County School System.

5. The parties agree and understand that none of the proceeds from the bonds can or will be used for the purchase of portable classrooms, such as are commonly used in the

Lawrence County School System however, this paragraph does not prohibit the purchase of modular classrooms such as have been investigated and researched by the Board.

6. The Board agrees to budget in each of the following years below the amount set forth below as debt service contributions to Lawrence County government the following sums due and payable in the amount and on the date listed below:

October 1, 2010	\$750,000.00
October 1, 2011	\$125,000.00
October 1, 2012	<u>\$125,000.00</u>

\$1,000,000.00

7. The parties to this Agreement agree that if any of the provisions of this Agreement shall contravene or be invalid under the laws of the State of Tennessee, such a contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not contained in a particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

8. This Agreement constitutes the entire agreement between the parties. No modification of this Agreement is binding on either party unless the modification is in writing, approved by the respective controlling bodies of each party, and signed by the parties.

9. Time is of the essence of this Agreement.

10. The failure of either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by either party of any of the provisions, shall not be construed to be a waiver of those provisions, nor in any way to affect the validity of any part of this Agreement or the right of either party to thereafter enforce each provision.

11. Each of the parties have been authorized by their respective governing bodies to enter into this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

LAWRENCE COUNTY, TENNESSEE

By: Paul T. Rossen
Printed Name: Paul T. Rossen
Title: County Executive

LAWRENCE COUNTY BOARD OF EDUCATION

By: Bill Heath
Printed Name: Bill HEATH
Title: Director of Schools

Res. #13

CONFLICT OF INTEREST STATEMENT

Because I am an employee of the
(I am / my spouse is)
Lawrence Co. Board of Ed. I have a conflict of
(Name of Employer)
interest in the proposal about to be voted. However, I declare
that my argument and my vote answer only to my conscience
and to my obligation to my constituents and the citizens this
body represents. I vote yes

Sandra Heyatt

CONFLICT OF INTEREST STATEMENT

Because I am an employee of the
Lawrence County Bd of Ed I have a conflict of
(I am / my spouse is)
(Name of Employer)
interest in the proposal about to be voted. However, I declare
that my argument and my vote answer only to my conscience
and to my obligation to my constituents and the citizens this
body represents. I vote yes.

Jerry Dwyer

LAWRENCE COUNTY TN RESOLUTION NO: 2009112413

Resolution to approve agreement between Lawrence County and the Lawrence County Board of Education regarding the sharing of costs for the construction of four new classrooms at South Lawrence Elementary School, four new classrooms at Summertown Elementary School, and two new classrooms at Ethridge Elementary School

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

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

Conflict of Interest statement read by Jerry Dryden and Sandra Hyatt before casting their vote

LAWRENCE COUNTY COMMISSION
November 24, 2009 Regular Session
NOTARY LIST

	Applicant	Bonding Agent / Individuals
1	Cheryl A. Pilkinton	Insurance
2	Donnie L. Burdick	Insurance
3	Randy Hillhouse	Tiffany Faulkner & Debra Smith
4	Patti A. Gray	Insurance
5	Maxie H. Townsend	Sandra Townsend & Jimmy Brown
6	Samantha A. Johnson	Insurance
7	Becky Hooper	Dale Miklich & Mike DiCapo
8	Tricia Baker	Insurance
9	Bradley J. Nielsen	Insurance
10	Lori Carter	Insurance
11	Lora Matthews	Insurance
12	Doug Salsman	Insurance
13	Benjamin Luna	Insurance
14	P. Nicole Daughtry	Insurance
15	Donna A. Corbin	Johnny Holland & Randy Shook

LAWRENCE COUNTY TN
November 24, 2009 Regular Session
NOTARIES

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

TYPE OF VOTE: Voice Roll Call

Comments:

LAWRENCE COUNTY TN : Suspend the Rules

14. Resolution authorizing issuance of General Obligation School refunding and improvement bonds in aggregate principal amount not to exceed \$4,860,000 of Lawrence County, TN

15. Resolution to amend resolution no. 16112503 relative to funding of cell phones with county funds for the Lawrence County Ambulance Service

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

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

The Board of County Commissioners of Lawrence County, Tennessee, met in a regular session at the Lawrence County Courthouse, Lawrenceburg, Tennessee, on November 24, 2009, at 5:00 o'clock, with Jerry Dryden, Chairman, presiding.

The following Commissioners were present:

Delano Benefield, Ronald L. Benefield, Ray Brazier, Anne Brown, William Burks, Bobby Clifton, Jerry Dryden, Dennis Gillespie, Richard Hill, Sandra Hyatt, Chris Jackson, Alan Keener, Jerry Putman, Charles Robertson, Wayne Yocom

The following Commissioners were absent:

Mark Niedergeses and Joe Wray

There were also present Paul Rosson, County Executive and Chuck Kizer, County Clerk. After the meeting was duly called to order, the following resolution was introduced by Alan J. Keener, seconded by Richard Hill and after due deliberation, was adopted by the following vote:

AYE: 16

NAY: 0

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION SCHOOL REFUNDING AND IMPROVEMENT BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION EIGHT HUNDRED SIXTY THOUSAND DOLLARS (\$4,860,000) OF LAWRENCE COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to authority granted by Sections 49-3-1001, et seq., Tennessee Code Annotated, as amended, Lawrence County, Tennessee (the "County") has delivered its outstanding School Bonds, Series 2001, dated as of October 1, 2001, maturing October 1, 2010 through October 1, 2021 and October 1, 2025 (the "Refunded Bonds"); and

WHEREAS, the Refunded Bonds, or a portion thereof, as shall be determined by the County Executive, in consultation with the County's financial advisor, Guardian Advisors, LLC, can now be refinanced at a lower cost, thereby effecting a cost savings to the public; and

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

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

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

WHEREAS, pursuant to Sections 49-3-1001, et seq., inclusive, Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance school facilities; and

WHEREAS, the Board of County Commissioners of the County hereby determines that it is necessary and advisable to issue general obligation bonds in a aggregate principal amount not to exceed \$4,860,000 to provide funds to (i) refinance the Refunded Bonds; (ii) construct, renovate, repair and equip school facilities for the County; (iii) acquire all property, real and personal, appurtenant to the foregoing; (iv) pay legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (the "Project"); (v) reimburse the appropriate fund of the County for prior expenditures related to costs of the Project, if applicable; and (vi) pay costs incurred in connection with the issuance and sale of the bonds; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing not to exceed \$4,860,000 in aggregate principal amount of said bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax under certain conditions for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., and 49-3-1001 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law

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

- (a) "Bond Purchase Agreement", to the extent a series of Bonds is issued solely to refinance the Refunded Bonds are sold at a negotiated sale, means a Bond Purchase Agreement, dated as of the sale of such series of Bonds, entered into by and between the County and the purchasers, in a form as approved by the County Executive of the County, consistent with the terms of this resolution;
- (b) "Bonds" means the not to exceed \$4,860,000 General Obligation School Refunding and Improvement Bonds, Series 2009 of the County, to be dated their date of issuance, or having such other designation or such other dated date as shall be determined by the County Executive pursuant to Section 8 hereof;
- (c) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;
- (d) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;
- (e) "County" means Lawrence County, Tennessee;
- (f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;
- (g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

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

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

(j) "Financial Advisor" means Guardian Advisors, LLC;

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

(l) "Project" means construction, renovation, repair, and equipping of school facilities for the County; the acquisition of property, real and personal, appurtenant to the foregoing, and payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing;

(m) "Refunded Bonds" means the County's outstanding School Bonds, Series 2001, dated as of October 1, 2001, maturing October 1, 2010 through October 1, 2021 and October 1, 2025, as designated by the County Executive, which achieve cost savings objectives of the County;

(n) "Refunding Escrow Agreement" means the Refunding Escrow Agreement, dated as of the date of the Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit A, subject to such changes therein as shall be permitted by Section 11 hereof; and

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

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

(a) The refunding of the Refunded Bonds as set forth herein through the issuance of the Bonds will result in the reduction in debt service payable by the County over the term of the Refunded Bonds thereby effecting a cost savings to the public; and

(b) It is advantageous to the County to deposit proceeds from the sale of the Bonds and other funds of the County, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement which, together with investment income thereon, will be sufficient to pay principal of and interest on the Refunded Bonds.

Section 4. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to (i) refinance the Refunded Bonds; (ii) finance the cost of the Project; (ii) reimburse the appropriate fund of the County for prior expenditures for Project costs, if applicable; and (iii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds of the County in the aggregate principal amount of not to exceed \$4,860,000. The Bonds shall

be issued in one or more emissions, in fully registered, book-entry form (except as otherwise permitted herein), without coupons, and subject to the adjustments permitted under Section 8, shall be known as "General Obligation School Refunding and Improvement Bonds", shall be dated their date of issuance, have such series designation or such other dated date as shall be determined by the County Executive pursuant to Section 8 hereof. Subject to the changes permitted in Section 8 hereof, the Bonds shall bear interest at a rate or rates not to exceed six and one-half percent (6.50%) per annum, payable (subject to the adjustments permitted under Section 8) semi-annually on April 1 and October 1 in each year, commencing April 1, 2010. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. The Bonds shall mature serially or be subject to mandatory redemption and be payable on October 1 of each year as follows (subject to the adjustments permitted under Section 8 hereof):

<u>Year</u>	<u>Amount</u>
2010	\$80,000
2011	80,000
2012	85,000
2013	85,000
2014	90,000
2015	90,000
2016	905,000
2017	930,000
2018	965,000
2019	70,000
2020	75,000
2021	75,000
2022	80,000
2023	80,000
2024	85,000
2025	90,000
2026	95,000
2027	95,000
2028	100,000
2029	105,000
2030	110,000
2031	115,000
2032	120,000
2033	125,000
2034	130,000

(b) Subject to the adjustments permitted under Section 8 hereof, Bonds maturing October 1, 2010 through October 1, 2020, inclusive, shall mature without option of prior redemption and Bonds maturing October 1, 2021 and thereafter, shall be subject to redemption prior to maturity at the option of the County on October 1, 2020 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

(c) Pursuant to Section 8 hereof, the County Executive is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Executive. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 7 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 7 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

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

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60)

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

(e) The Governing Body hereby authorizes the County Executive to appoint the Registration Agent and authorizes and directs the Registration Agent to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Executive is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds

to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

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

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after

the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

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

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

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating

to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

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

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

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

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation

as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

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

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED Number _____	UNITED STATES OF AMERICA STATE OF TENNESSEE COUNTY OF LAWRENCE	REGISTERED \$ _____	
GENERAL OBLIGATION SCHOOL REFUNDING AND IMPROVEMENT BOND, SERIES _____			
Interest Rate:	Maturity Date:	Date of Bond:	CUSIP No.:
Registered Owner:	CEDE & CO.		
Principal Amount:			

FOR VALUE RECEIVED, Lawrence County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [April 1, 2010], and semi-annually thereafter on

the first day of [April and [October] in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____ Bank, _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall

have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds maturing April 1, 2010 through April 1, 2020, inclusive, shall mature without option of prior redemption and Bonds maturing April 1, 2021 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2020 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

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

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

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

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

Final
Maturity

Redemption
Date

Principal
Amount
of Bonds
Redeemed

*Final Maturity

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

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

Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

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

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds to (i) refinance the County's outstanding School Bonds, Series 2001, dated as of October 1, 2001, maturing October 1, 2010 through October 1, 2021 and October 1, 2025; (ii) (ii) construct, renovate, repair and equip school facilities for the County; (iii) acquire all property, real and personal, appurtenant to the foregoing; (iv) pay legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (the "Project"); (v) reimburse the appropriate fund of the County for prior expenditures related to costs of the Project, if applicable; and (vi) pay costs incurred in connection with the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq and 49-3-1001 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the twenty-fourth day of November, 2009 (the "Resolution").

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

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

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

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



LAWRENCE COUNTY

BY: Paul T. Pomon
County Executive

ATTESTED:

[Signature]
County Clerk

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

Date of Registration: _____

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

_____ BANK
Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds. (a) Any series of Bonds issued solely to refinance the Refunded Bonds may be sold at negotiated sale at a price of not less than 98.00% of par, exclusive of original issue discount, plus accrued interest, as shall be determined by the County Executive. The County Executive is authorized to execute a Bond Purchase Agreement with a purchaser providing the details of the terms of the sale. The sale of such series of Bonds to the purchaser shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Executive shall sell any series of Bonds issued to finance the Project or issued in to both finance the Project and to refinance the Refunded Bonds at a public sale in one or more series and the County Executive is authorized to award the Bonds to the bidder

whose bid results in the lowest true interest cost to the County. The award of the Bonds by the County Executive to the lowest bidder, or the sale of the Bonds by the County Executive to the purchasers (as applicable), shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(c) The County Executive is authorized:

- (1) to change the dated date of the Bonds, or any emission thereof;
 - (2) to establish a series designation and/or other designation of the Bonds, or any emission thereof;
 - (3) to change the first interest payment due on the Bonds or any emission thereof to a date other than April 1, 2010;
 - (4) to facilitate the sale of the Bonds in a manner that is in the best interest of the County, to refund less than all the Refunded Bonds, and to adjust the total amount authorized to be issued herein so long as the total amount of the Bonds does not exceed a principal amount of Bonds as will maximize the objectives of refunding the Refunded Bonds so long as the Bonds are sold at a rate or rates not to exceed six and one-half percent (6.50%) per annum;
 - (5) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any emission thereof, provided that (A) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein, as shall be adjusted pursuant to paragraph (4) above, (B) the first maturity date of the Bonds or any emission thereof is a date not earlier than October 1, 2010, and (C) the final maturity date of each emission shall not exceed, in the case of a series issued solely to refund the Refunded Bonds, one year later than the final payment date of the Refunded Bonds, and in the case of a series of Bonds issued to finance the Project, thirty years from the date of issuance;
 - (6) to change or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on the Bonds or any emission thereof does not exceed two percent (2%) of the principal amount thereof;
 - (7) to sell the Bonds, or any emission thereof, or any maturities thereof as serial Bonds or Term Bonds with mandatory redemption requirements as determined by the County Executive, as he shall deem most advantageous to the County; and
 - (8) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the County and to enter into agreements with such insurance company with respect to any emission of Bonds to the extent not inconsistent with this resolution.
- (d) The County Executive is authorized to sell the Bonds, or any emission thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the

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

(e) If the Bonds, or any emission thereof, are sold at public sale, the County Executive is authorized to award the Bonds, or any emission thereof, to the bidder or bidders, if the Bonds or any emission thereof are sold to more than one purchaser, whose bid results in the lowest true interest cost to the County. The award of the Bonds by the County Executive to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(f) If a series of Bonds, issued solely to refinance the Refunded Bonds are sold at a negotiated sale, the County Executive is authorized to sell such series of Bonds to one or more purchasers selected by him at the price set forth in paragraph (a) above, and no further action of the Governing Body shall be required. In such case, the County Executive is authorized to execute and the County Clerk to attest the Bond Purchase Agreement, providing for the purchase and sale of such series of Bonds, or any emission thereof. The Bond Purchase Agreement shall be in such form that effects the sale of such series of Bonds in accordance with the provisions of this resolution, and is not inconsistent with the terms hereof, as such terms may be modified as set forth in this Section 8. The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(g) The County Executive and the County Clerk, or either of them, are authorized to cause the Bonds, in book-entry form (except as otherwise authorized herein), to be authenticated and delivered by the Registration Agent to the successful bidder, if sold at a public sale, or to the purchaser(s) if sold at a negotiated sale, and to execute, publish, and deliver all certificates and documents, including an official statement, the Bond Purchase Agreement, if sold at a private sale, having terms consistent with Section 4 and this Section 8, and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

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

(b) an amount, which together with investment earnings thereon and legally available funds of the County, if any, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds (subject to adjustments permitted by Section 8 above) shall be transferred to

the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein; and

(c) the remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the "2009 School Construction Fund" or such other designation as shall be determined by the County Executive to be kept separate and apart from all other funds of the County. The County shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Project and reimbursement to the County for funds previously expended for Project costs, if any. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution. To the extent permitted by applicable law, any funds remaining in the Construction Fund after completion of the Projects and payment of authorized expenses shall be paid to the County Trustee and shall be used to pay principal of and interest on the Bonds. Moneys in the Construction Fund shall be invested at the direction of the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be deposited by the County Trustee in the Construction Fund.

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

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

final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds for its own account and has no present intention to reoffer the Bonds.

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest on the Refunded Bonds, the County Executive is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit A is hereby in all respects approved and the County Executive and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Executive and the County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Refunding. If required, prior to the issuance of the Bonds, notices of the County's intention to refund the Refunding Bonds, to the extent required by applicable law, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. The County Executive and the County Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notices on behalf of the County in accordance with this Section.

Section 13. Notice of Redemption. The County Executive and the County Clerk, or either of them, are hereby authorized and directed to take all steps necessary to direct or provide for the notice of redemption of the Refunded Bonds in accordance with the provisions of the resolution authorizing the Refunded Bonds within 45 days of the issuance of the Bonds.

Section 14. Tax Matters. The County recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the

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

Section 15. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

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

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

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

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

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

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments

on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 16. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Executive is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 17. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Bonds, or any emission thereof, as "qualified tax-exempt obligations", to the extent the Bonds, or any emission thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

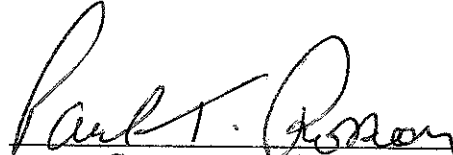
Section 18. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

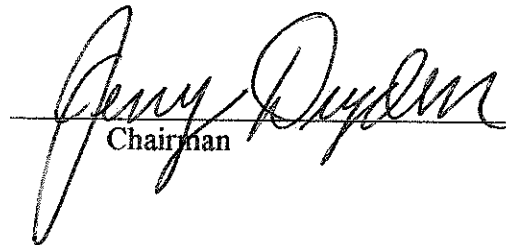
Section 19. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 20. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of

such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this twenty-fourth day of November, 2009.


County Executive


Chairman


County Clerk

STATE OF TENNESSEE)

COUNTY OF LAWRENCE)

I, Chuck Kizer, , certify that I am the duly qualified and acting County Clerk of Lawrence County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of November 24, 2009 of the governing body of the County; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$4,860,000 General Obligation School Refunding and Improvement Bonds of said County.

WITNESS my official signature and seal of said County this _____ day of _____, 2009.





County Clerk

8257276.1

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the _____ day of _____, 2009 by and between Lawrence County, Tennessee (the "County"), and _____ (the "Agent").

WITNESSETH:

WHEREAS, the County has previously authorized and issued its outstanding [School Bonds, Series 2001, dated October 1, 2001, October 1, 2010 through October 1, 2021 and October 1, 2025 (the "Outstanding Bonds"); and

WHEREAS, the County has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the County has authorized and issued its General Obligation School Refunding Bonds, Series 2009, dated _____, 2009 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited in escrow with the Agent hereunder, together with legally available funds of the County and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the County, if applicable, and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the County in and to \$ _____ derived from the proceeds of the sale of the Refunding Bonds.

DIVISION II

All right, title and interest of the County in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B,

attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

ARTICLE I. DEFINITIONS AND CONSTRUCTION

SECTION 1.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agent" means _____, _____, _____, its successors and assigns;

"Agreement" means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent;

"Bond Resolution" means the resolution adopted by the Board of County Commissioners on November 24, 2009 authorizing the Refunding Bonds;

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

"County" means Lawrence County, Tennessee;

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

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the County that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government Securities" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Bonds" means the County's outstanding School Bonds, Series 2001, dated October 1, 2001, October 1, 2010 through October 1, 2021 and October 1, 2025 ;

"Refunding Bonds" means the County's outstanding General Obligation School Refunding Bonds, Series 2009, dated _____, 2009; and

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

SECTION 1.02. Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II. ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.01. Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$ _____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.02. Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(a) the amount of \$ _____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(b) the amount of \$ _____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be

reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.03. Disposition of Escrow Funds. The Agent shall without further authorization or direction from the County collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent or agents, or their successors, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

SECTION 2.04. Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the County.

SECTION 2.05. Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.06. Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not,

under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.07. Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08. Redemption of Outstanding Bonds. Notice of redemption of the Outstanding Bonds has been given by the County in accordance with the resolution authorizing the Refunded Bonds.

ARTICLE III. CONCERNING THE AGENT

SECTION 3.01. Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.03. Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, County or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no

lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.04. Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.06. Payment of Deficiency by County. The County agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess thereof to assure the payment when due of the principal of and interest on the Outstanding Bonds. The County shall not be liable for failure of performance of the Agent or the Government Securities

SECTION 3.07. No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.08 hereof.

SECTION 3.08. Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital,

surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.09. Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Lawrence County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.08. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.10. Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.08 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the County and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

SECTION 3.11. Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.08 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.08 hereof.

SECTION 3.12. Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement, [a one-time fee of \$ _____] [an annual fee of \$ _____, commencing on _____]. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that to the extent permitted by applicable law, the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund. In addition, the Agent shall indemnify the County and hold it harmless against any liability which it may incur resulting from any failures by the Agent to perform its duties hereunder.

ARTICLE IV.
MISCELLANEOUS

SECTION 4.01. Amendments to this Agreement. This Agreement is made for the benefit of the County, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds,

cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

SECTION 4.02. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.03. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.04. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

County Mayor
Lawrence County, Tennessee
Lawrence County Courthouse

Lawrenceburg, Tennessee _____

To the Agent:

The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

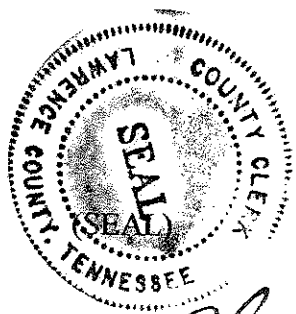
SECTION 4.05. Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.06. Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.07. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officers, all as of the day and date first above written.



LAWRENCE COUNTY, TENNESSEE

By: Paul T. Roman
County Mayor

Chubb
County Clerk

as Escrow Agent

By: _____
Title: _____

ATTEST:

Title: _____

EXHIBIT A
Lawrence County, Tennessee

Debt Service Schedule of School Bonds, Series 2001, dated October 1, 2001, maturing October 1, 2010 through October 1, 2021 and October 1, 2025, to the Redemption Date, With Name and Address of the Paying Agent and Date and Amount of Redemption

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Principal Redeemed</u>	<u>Interest Payable</u>	<u>Redemption Premium</u>	<u>Total Debt Service</u>
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Paying Agent: _____

EXHIBIT B

Government Securities
Certificate of Indebtedness
U.S. State and Local Government Series

Amount Interest Rate Maturity Date Issue Date

Government Securities
U.S. Treasury Notes
U.S. State and Local Government Series

Amount Interest Rate Maturity Date Issue Date First Interest
Payment Date

Total Cost of Securities: \$ _____
Initial Cash Deposit: \$ _____

8257634

CONFLICT OF INTEREST STATEMENT

Because I am an employee of the
Lawrence County Bd of Ed I have a conflict of
(I am / my spouse is)
(Name of Employer)
interest in the proposal about to be voted. However, I declare
that my argument and my vote answer only to my conscience
and to my obligation to my constituents and the citizens this
body represents. I vote yes.

Jerry Dyer

End clause

CONFLICT OF INTEREST STATEMENT

Because I am an employee of the
(I am / my spouse is)
Lawrence Co. Board of Ed I have a conflict of
(Name of Employer)
interest in the proposal about to be voted. However, I declare
that my argument and my vote answer only to my conscience
and to my obligation to my constituents and the citizens this
body represents. I vote yes

Sandra Hyatt

LAWRENCE COUNTY TN RESOLUTION NO: 2009112414

Resolution authorizing issuance of General Obligation School Refunding and Improvement Bonds in aggregate principal amount not to exceed \$4,860,000 of Lawrence County, TN

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

TYPE OF VOTE: Voice Roll Call

Comments:
Conflict of Interest statement read by Jerry Dryden and Sandra Hyatt before casting their votes

RESOLUTION NO. 2009112414

RESOLUTION TO AMEND RESOLUTION NO. 16112503 RELATIVE TO THE FUNDING OF
CELL PHONES WITH COUNTY FUNDS FOR THE LAWRENCE COUNTY AMBULANCE
SERVICE

WHEREAS, by Resolution No. 16112503, adopted on December 2, 2003, Lawrence County prohibited county government from funding cell phone services for all the various county departments; and

WHEREAS, cell phone availability and use is critical to the Lawrence County Ambulance Service for communication from various healthcare providers in order for the Lawrence County Ambulance Service to make inter-facility transfers of patients.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 24th day of November, 2009, that Resolution No. 16112503 is hereby amended to exclude from said resolution by the Lawrence County Ambulance Service to the extent that the Lawrence County Ambulance Service may purchase one cell phone to be used by various supervisors for the purpose of communicating with healthcare facilities regarding inter-facility transfers of patients.

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

Passed this 24th day of November, 2009.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2009112415

Resolution to amend resolution no. 16112503 relative to the funding of cell phones with county funds for the Lawrence County Ambulance Service

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

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

LAWRENCE COUNTY COMMISSION
November 24, 2009 Regular Session
ADJOURNMENT

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

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

Comments: