

Agenda
The Lawrence County Board Of Commissioners
Lawrence County, Tennessee
May 25, 2010
Regular Session
5:00 P.M.

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

Public Comments:
Bi-Monthly Financial Report Fiscal Agent
Bi-Monthly Financial Report, Director of Schools
Report of Resolution Committee

1. Resolution No. 2010052501
Resolution Approving Minutes of March 30, 2010, Regular Session
Sponsor: Jerry Dryden
2. Resolution No. 2010052502
Resolution to Approve Amendments to the 2009-2010 Lawrence County Budget
Sponsor: Accounts and Budgets
3. Resolution No. 2010052503
Resolution to Approve Amendments to the 2009-2010 Lawrence County Board of Education Budget
Sponsor: Lawrence County Board of Education
4. Resolution No. 2010052504
Resolution to Approve Doubles and Errors Report for 2008 Taxes
Sponsor: Cindy Benefield
5. Resolution No. 2010052505
Resolution Authorizing Submission of an Application for a Litter and Trash Collecting Grant for FY 2010-2011 From the Tennessee Department of Transportation and Authorizing the Acceptance of Said Grant
Sponsor: Paul Rosson
6. Resolution No. 2010052506
Resolution to Adopt the Strategic Economic Development Plan
Sponsor: Paul Rosson
7. Resolution No. 2010052507
Resolution to Affirm Compliance with Federal Title VI Regulations
Sponsor: Paul Rosson

8. Resolution No. 2010052508
Resolution to Appoint Members to the Lawrence County Regional Planning Commission
Sponsor: Paul Rosson
9. Resolution No. 2010052509
Resolution to Change the Speed Limit on Old Military Road
Sponsor: Delano Benefield
10. Resolution No. 2010052510
Resolution to Change the Speed Limit on Dry Weakley Road
Sponsor: Ronnie Benefield
11. Resolution No. 2010052511
Resolution Exempting Lawrence County from the Application of Statewide Standards for One-Family and Two-Family Dwellings as set Forth in T.C.A. § 68-120-101 Within the Jurisdictional Boundaries of Lawrence County but Outside any Municipality Located Within Lawrence County
Sponsors: Rick Hill, Bobby Clifton, Sandra Hyatt
12. Resolution No. 2010052512
Resolution Approving the Removal of Certain Delinquent Accounts Receivable from the Books and Records of the Lawrence County Ambulance Service
Sponsor: Public Safety Committee
13. Resolution No. 2010052513
Resolution to Amend the 2009-2010 Lawrence County Budget to Provide a Donation to the Joint Economic and Community Development Board of Lawrence County for the Purpose of Economic Development in Lawrence County
Sponsor: Paul Rosson
14. Resolution No. 2010052514
Resolution to Amend Resolution No. 2010033013 to Provide Matching Funds for Various Grants Received by the Lawrence County Volunteer Fire Departments and Members Thereof
Sponsor: Paul Rosson
15. Resolution No. 2010052515
Resolution to Honor and Thanking Ronnie McMasters, Mayor of the City of Loretto, for his Many Years of Service to Loretto and Lawrence County
Sponsor:

Election of Notaries

LAWRENCE COUNTY COMMISSION
May 25, 2010 Regular Session

CALL TO ORDER BY: Jerry Dryden, Chair

ROLL CALL: Chuck Kizer, County Clerk

INVOCATION: Jerry Putman, County Commissioner

PLEDGE: Ronnie Benefield, 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	Spearman, Bert	X	
1	Yocom, Wayne A.	X	
TOTAL		18	0

101 GENERAL Summary Financial Statement APRIL 30, 2010 Fiscal Year Time Lapse: 83.33

Account	Description	Year-To-Date			APRIL		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
40110	CURRENT PROPERTY TAX	6,026,847.00	5,943,736.85	98.6	502,237.25	60,191.02	12.0
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	153,261.00	315,481.94	205.8	12,771.75	1,953.62	15.3
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	76,220.98	0.0	0.00	10.70	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	66,611.00	57,999.07	87.1	5,550.92	11,439.41	206.1
40140	INTEREST AND PENALTY	33,042.00	65,863.75	199.3	2,753.50	2,134.84	77.5
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	2,290.18	100.0	190.83	0.00	0.0
40162	PAYMENTS IN LIEU OF TAXES-LOCAL UTILITIES	295,720.00	244,481.90	82.7	24,643.33	24,661.84	100.1
40163	PAYMENTS IN LIEU OF TAXES - OTHER	2,621.00	251.43	9.6	218.42	0.00	0.0
40220	HOTEL/MOTEL TAX	73,000.00	63,077.90	86.4	6,083.33	3,656.41	60.1
40250	LITIGATION TAX - GENERAL	89,000.00	74,802.10	84.0	7,416.67	10,711.59	144.4
40260	LITIGATION TAX - SPECIAL PURPOSE	26,000.00	20,943.55	80.6	2,166.67	3,064.07	141.4
40267	LITIGATION TAX-VICTIM-OPFENDER MEDAT CTR	2,000.00	1,773.17	88.7	166.67	279.77	167.9
40270	BUSINESS TAX	260,000.00	106,567.20	41.0	21,566.67	25,894.01	119.5
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	1,877.88	53.7	129.67	164.50	56.4
41110	MARRIAGE LICENSES	1,416.00	1,249.25	88.2	118.00	109.25	92.6
41140	CABLE TV FRANCHISE	38,914.00	22,291.40	57.3	3,242.83	0.00	0.0
41510	BEER PERMITS	9,850.00	2,438.27	106.6	190.67	316.64	166.1
42110	FINES	10,000.00	5,914.49	60.0	820.83	989.42	120.5
42120	OFFICERS COSTS	1,663.00	2,250.55	135.3	30.42	33.25	202.7
42140	DRUG CONTROL FINES	365.00	382.35	104.8	138.58	342.00	246.8
42141	DRUG COURT FEES	21,150.00	11,330.16	53.6	1,762.50	2,753.57	156.2
42170	JUDICIAL COMMISSIONER FEES	473.00	0.00	0.0	39.42	0.00	0.0
42180	DUI TREATMENT FINES	2,375.00	2,184.98	92.0	197.92	190.00	96.0
42190	DATA ENTRY FEE - CIRCUIT COURT	1,061.00	1,884.52	177.6	88.42	195.00	220.5
42310	FINES	15,709.00	14,025.32	89.3	1,309.08	4,220.85	322.4
42320	OFFICERS COSTS	48,609.00	44,462.29	91.5	4,050.75	6,744.05	166.5
42330	GAMES AND FISH FINES	387.00	529.89	136.9	32.25	90.00	279.1
42340	DRUG CONTROL FINES	1,330.00	914.35	68.7	110.83	216.12	195.0
42341	DRUG COURT FEE	11,377.00	6,031.07	53.0	948.08	1,387.00	146.3
42350	JAIL FEES	3,171.00	1,866.27	58.9	264.25	51.77	19.6
42380	DUI TREATMENT FINES	7,496.00	5,487.20	73.2	624.67	1,235.00	197.7
42390	DATA ENTRY FEE - GENERAL SESSIONS COURT	5,541.00	4,477.07	80.8	461.75	660.00	142.9
42410	FINES	2.00	3.80	190.0	0.17	3.80	2235.3
42420	OFFICERS COSTS	2,256.00	1,595.23	70.7	188.00	153.90	81.9
42430	GAMES AND FISH FINES	5.00	135.00	2700.0	0.42	135.00	2142.9
42450	JAIL FEES	24.00	23.75	99.0	2.00	23.75	1187.5
42490	DATA ENTRY FEE - JUVENILE COURT	416.00	86.00	20.7	34.67	22.00	63.5
42520	OFFICERS COSTS	2,075.00	2,006.84	96.7	172.92	263.62	152.5
42530	DATA ENTRY FEE - CHANCERY COURT	2,010.00	1,484.00	73.8	167.50	272.00	162.4
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	1,130,000.43	77.9	120,833.33	135,324.00	112.0
43130	PAST DUE COLLECTIONS - AMBULANCE	70,000.00	5,169.65	7.4	5,833.33	400.00	6.9
43170	WORK RELEASE CHARGES FOR BOARD	16,300.00	24,400.00	149.7	1,358.33	4,320.00	318.0

Summary Financial Statement
 APRIL 30, 2010
 Fiscal Year Time Lapse: 83.33

Account	Description	Year-To-Date			APRIL		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
101 GENERAL	REVENUES						
43190	OTHER GENERAL SERVICE CHARGES	605.00	438.41	72.5	50.42	0.00	0.0
43194	SERVICE CHARGES	3,724.00	1,650.00	44.3	310.33	0.00	0.0
43350	COPY FEES	534.00	205.00	38.4	44.50	20.00	44.9
43392	TELEPHONE COMMISSIONS	35,000.00	15,629.51	44.7	2,916.67	2,984.88	102.3
43394	DATA PROCESSING FEE - REGISTER	12,764.00	9,890.00	77.5	1,063.67	1,082.00	101.7
43394	DATA PROCESSING FEE - SHERIFF	32,405.00	2,075.67	6.4	2,700.42	408.05	15.1
43395	SEXUAL OFFENDER REGISTRATION FEE-SHERIFF	2,245.00	1,200.00	53.5	187.08	0.00	0.0
43396	DATA PROCESSING FEE - COUNTY CLERK	2,787.00	1,888.00	67.7	232.25	60.00	25.8
43583	TBI CRIMINAL BACKROUND FEE	50.00	15.00	30.0	4.17	0.00	0.0
43990	OTHER CHARGES FOR SERVICES	1,636.00	1,572.83	96.1	136.33	148.66	109.0
44110	INVESTMENT INCOME	350,000.00	166,482.12	47.6	29,166.67	19,241.55	66.0
44120	LEASE/RENTALS	700.00	250.00	35.7	58.33	0.00	0.0
44130	SALE OF MATERIALS AND SUPPLIES	327.00	798.66	244.2	27.25	98.32	360.8
44131	COMMISSARY SALES	292.00	333.51	114.2	24.33	70.65	290.4
44145	SALE OF RECYCLED MATERIALS	23,218.00	20,598.30	88.7	1,934.83	3,123.45	161.4
44170	MISCELLANEOUS REFUNDS	7,000.00	564.19	8.1	583.33	0.00	0.0
44530	SALE OF EQUIPMENT	2,800.00	16,050.00	573.2	233.33	0.00	0.0
44540	SALE OF PROPERTY	550.00	550.00	100.0	45.83	0.00	0.0
44570	CONTRIBUTIONS & GIFTS	0.00	130.24	0.0	0.00	130.24	0.0
44580	PERFORMANCE BOND FORFEITURES	0.00	1,425.00	0.0	0.00	0.00	0.0
45110	COUNTY CLERK	80,000.00	24,055.00	30.1	6,666.67	10,664.00	160.0
45180	REGISTER	3,000.00	1,600.00	53.3	250.00	1,600.00	640.0
45190	TRUSTEE	381,095.00	373,631.99	98.0	31,757.92	0.00	0.0
45510	COUNTY CLERK	0.00	143,759.97	0.0	0.00	22,476.56	0.0
45520	CIRCUIT COURT CLERK	110,621.00	108,438.69	98.0	9,224.25	12,074.26	130.9
45540	GENERAL SESSIONS COURT CLERK	177,548.00	135,751.21	76.5	14,795.67	23,138.67	156.4
45550	CLERK AND MASTER	142,657.00	107,301.20	75.2	11,888.08	18,959.24	159.5
45560	JUVENILE COURT CLERK	31,992.00	22,181.34	69.3	2,666.00	3,399.61	127.5
45580	REGISTER	0.00	75,954.99	0.0	0.00	11,573.43	0.0
45590	SHERIFF	26,005.00	3,680.21	14.2	2,167.08	0.00	0.0
45610	TRUSTEE	0.00	90,962.27	0.0	0.00	13,746.80	0.0
45620	OTHER OPTICALS	0.00	78,163.47	0.0	0.00	12,076.92	0.0
46110	JUVENILE SERVICES PROGRAM	9,300.00	4,680.00	50.3	775.00	180.00	23.2
46160	STATE REAPPRAISAL GRANT	11,572.00	2,893.00	25.0	964.33	0.00	0.0
46210	LAW ENFORCEMENT TRAINING PROGRAMS	23,400.00	24,600.00	105.1	1,950.00	24,600.00	1261.5
46290	OTHER PUBLIC SAFETY GRANTS	35,000.00	15,006.71	42.9	2,916.67	2,460.71	84.4
46310	HEALTH DEPARTMENT PROGRAMS	200,800.00	148,183.55	73.8	16,733.33	0.00	0.0
46390	OTHER HEALTH AND WELFARE GRANTS	0.00	7,645.35	0.0	0.00	0.00	0.0
46430	LITTER PROGRAM	40,201.00	44,412.84	110.5	3,350.08	3,730.40	111.4
46820	INCOME TAX	51,653.00	0.00	0.0	4,304.42	0.00	0.0
46830	BEER TAX	18,700.00	17,777.87	95.1	1,558.33	17,777.87	1140.8
46840	ALCOHOLIC BEVERAGE TAX	66,239.00	53,322.01	80.5	5,519.92	9,582.42	173.6
46880	BOARD OF JURORS	116.00	72.40	62.4	9.67	0.00	0.0
46915	CONTRACTED PRISONER BOARD	250,000.00	280,455.00	112.2	20,833.33	0.00	0.0
46940	REAPPRAISAL PROGRAM REIMBURSEMENT	0.00	5,786.00	0.0	0.00	0.00	0.0
46960	REGISTRAR'S SALARY SUPPLEMENT	16,380.00	12,285.00	75.0	1,365.00	4,095.00	300.0

Summary Financial Statement
 APRIL 30, 2010
 Fiscal Year Time Lapse: 83.33

Account	Description	Year-To-Date			APRIL		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
46980	OTHER STATE GRANTS	10,000.00	0.00	0.0	833.33	0.00	0.0
46990	OTHER STATE REVENUES	1,350.00	295.00	21.9	112.50	0.00	0.0
47302	ARRA JAG GRANT	80,057.00	64,421.00	80.5	6,671.42	0.00	0.0
47990	OTHER DIRECT FEDERAL REVENUE	1,600.00	1,600.00	100.0	133.33	0.00	0.0
48130	CONTRIBUTIONS	15,000.00	0.00	0.0	1,250.00	0.00	0.0
48610	DONATIONS	5,200.00	8,703.10	167.4	433.33	0.00	0.0
49700	INSURANCE RECOVERY	0.00	36,321.14	0.0	0.00	659.98	0.0
Total REVENUES		11,069,561.00	10,425,069.21	94.2	922,463.41	507,301.70	55.0
EXPENDITURES							
51100	COUNTY COMMISSION	94,632.00	75,085.01	79.3	7,886.02	19,111.85	242.4
51300	COUNTY MAYOR/EXECUTIVE	177,333.00	145,154.08	81.9	14,777.76	12,321.06	83.4
51400	COUNTY ATTORNEY	7,176.00	5,950.70	82.9	598.01	595.07	99.5
51500	ELECTION COMMISSION	239,667.96	163,981.04	68.4	19,972.31	16,304.65	81.6
51600	REGISTER OF DEEDS	78,443.00	27,265.56	34.8	6,536.91	1,668.14	25.5
51750	CODES COMPLIANCE	22,000.00	17,439.36	79.3	1,833.33	1,534.64	83.7
51800	COUNTY BUILDINGS	433,749.00	322,645.93	74.0	36,312.44	27,966.07	77.0
51910	PRESERVATION OF RECORDS	50,522.00	41,516.58	82.2	4,210.17	3,553.88	84.4
52100	ACCOUNTING AND BUDGETING	145,213.00	130,051.83	89.6	12,101.07	11,954.52	98.8
52200	PURCHASING	88,519.00	81,296.90	91.8	7,376.57	7,337.71	99.5
52300	PROPERTY ASSESSOR'S OFFICE	306,559.00	252,353.09	82.3	25,546.59	25,612.10	100.3
52400	COUNTY TRUSTEE'S OFFICE	51,592.00	27,168.77	52.7	4,299.32	139.34	3.2
52500	COUNTY CLERK'S OFFICE	80,143.00	48,869.92	61.0	6,678.58	879.81	13.2
52600	DATA PROCESSING	85,287.00	69,498.08	81.5	7,107.25	7,188.51	101.1
53100	CIRCUIT COURT	455,198.00	369,691.67	81.2	37,933.19	30,505.46	80.4
53300	GENERAL SESSIONS COURT	338,599.00	273,666.26	80.8	28,216.58	23,343.01	82.7
53400	CHANCERY COURT	259,698.00	209,932.32	80.8	21,641.49	17,917.21	82.8
53500	JUVENILE COURT	51,258.00	37,113.16	72.4	4,271.50	3,802.22	89.0
53600	DISTRICT ATTORNEY GENERAL	30,000.00	25,185.00	84.0	2,500.00	0.00	0.0
53920	COURTROOM SECURITY	9,000.00	1,200.00	13.3	750.01	0.00	0.0
53930	VICTIM ASSISTANCE PROGRAMS	5,000.00	3,278.70	65.6	416.67	0.00	0.0
54110	SHERIFF'S DEPARTMENT	2,703,118.27	2,332,447.19	86.3	225,259.85	214,745.68	95.3
54210	JAIL	2,149,451.75	1,594,075.69	74.2	179,120.99	138,063.26	77.1
54220	WORKHOUSE	40,201.00	39,763.40	98.9	3,350.09	2,753.84	82.2
54250	WORK RELEASE PROGRAM	10,550.00	6,607.99	62.6	879.18	208.18	23.7
54310	FIRE PREVENTION AND CONTROL	2,000.00	2,000.00	100.0	166.67	0.00	0.0
54410	CIVIL DEFENSE	10,000.00	5,761.85	57.6	833.34	0.00	0.0
54420	RESCUE SQUAD	245,500.00	245,500.00	100.0	20,458.33	46,375.00	226.7
54490	OTHER EMERGENCY MANAGEMENT	285,000.00	285,000.00	100.0	23,750.00	71,250.00	300.0
54610	COUNTY CORONER/MEDICAL EXAMINER	12,494.00	10,884.63	87.1	1,041.17	0.00	0.0
54900	OTHER PUBLIC SAFETY	61,107.00	61,158.31	100.1	5,092.25	11,479.59	225.4
55110	LOCAL HEALTH CENTER	103,713.00	84,795.73	81.8	8,642.74	7,438.41	86.1
55130	AMBULANCE/EMERGENCY MEDICAL SERVICES	1,700,858.37	1,396,634.40	82.1	141,738.18	112,649.71	79.5
55310	REGIONAL MENTAL HEALTH CENTER	10,000.00	5,000.00	50.0	833.33	0.00	0.0

Summary Financial Statement
APRIL 30, 2010

Fiscal Year Time Lapse: 83.33

101 GENERAL

Account	Description	Year-To-Date		Percent Of Budget	APRIL		
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	
EXPENDITURES							
55390	APPROPRIATION TO STATE	230,800.00-	189,621.22	82.2	19,233.33-	35,874.75	186.5
55520	AID TO DEPENDENT CHILDREN	8,000.00-	4,908.90	61.4	666.67-	3,521.37	528.2
55900	OTHER PUBLIC HEALTH AND WELFARE	42,717.00-	37,117.00	86.9	3,559.75-	2,800.00	78.7
56900	OTHER SOCIAL, CULTURAL AND RECREATIONAL	7,400.00-	7,400.00	100.0	616.67-	2,500.00	405.4
57100	AGRICULTURAL EXTENSION SERVICE	114,482.00-	72,658.78	63.5	9,540.17-	12,400.36	130.0
57500	SOIL CONSERVATION	44,693.00-	35,978.62	80.5	3,724.42-	3,531.32	94.8
57900	OTHER AGRICULTURAL & NATURAL RESOURCES	9,000.00-	2,488.00	27.6	750.00-	0.00	0.0
58110	TOURISM	40,500.00-	36,500.00	90.1	3,375.00-	0.00	0.0
58120	INDUSTRIAL DEVELOPMENT	160,000.00-	160,000.00	100.0	13,333.33-	0.00	0.0
58220	AIRPORT	60,000.00-	60,000.00	100.0	5,000.00-	0.00	0.0
58300	VETERAN'S SERVICES	86,193.00-	70,034.42	81.3	7,182.74-	4,948.20	68.9
58400	OTHER CHARGES	421,075.04-	437,745.79	104.0	35,089.58-	74,727.66	213.0
58600	EMPLOYEE BENEFITS	0.00	19.96-	0.0	0.00	0.00	0.0
58802	ARRA JAG GRANT - SHERIFF'S DEPT.	85,249.00-	64,279.00	75.4	7,104.08-	0.00	0.0
99100	TRANSFERS OUT	212,540.00-	212,540.00	100.0	17,711.67-	0.00	0.0
Total EXPENDITURES		11,868,231.39-	9,789,234.92	82.5	989,019.30-	957,002.58	96.8
Total GENERAL		798,670.39-	635,834.29-	79.6	66,555.89-	449,700.88	675.7

Summary Financial Statement
APRIL 30, 2010

Fiscal Year Time Lapse: 83.33

112 COURTHOUSE & JAIL MAINTENANCE

Account Description

-----Year-To-Date-----
 Budget Estimate Actual Of Budget
 Estimate Actual Of Budget
 APRIL-----

REVENUES

Account	Description	Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mch	Actual	Percent Of Avg
40260	LITIGATION TAX - SPECIAL PURPOSE	10,200.00	8,461.08-	83.0	850.00	1,247.26-	146.7
42191	COURTROOM SECURITY FEE	0.00	560.50-	0.0	0.00	79.80-	0.0
42391	COURTROOM SECURITY FEE	400.00	0.00	0.0	33.33	0.00	0.0
42491	COURTROOM SECURITY FEE	0.00	22.80-	0.0	0.00	0.00	0.0
42591	COURTROOM SECURITY FEE	0.00	2.00-	0.0	0.00	0.00	0.0
	Total REVENUES	10,600.00	9,046.38-	85.3	883.33	1,327.06-	150.2

EXPENDITURES

58400	OTHER CHARGES	11,454.21-	7,898.64	69.0	954.51-	12.47	1.3
	Total EXPENDITURES	11,454.21-	7,898.64	69.0	954.51-	12.47	1.3
	Total COURTHOUSE & JAIL MAINTENANCE	854.21-	1,147.74-	134.4	71.18-	1,314.59-	1846.9

Summary Financial Statement
 APRIL 30, 2010

Fiscal Year Time Lapse: 83.33

115 PUBLIC LIBRARY

Account Description

REVENUES

43350 COPY FEES
 43360 LIBRARY FEES
 44110 INVESTMENT INCOME
 44170 MISCELLANEOUS REFUNDS
 44570 CONTRIBUTIONS & GIFTS
 48130 CONTRIBUTIONS
 48610 DONATIONS
 48990 OTHER
 49800 TRANSFERS IN

Total REVENUES

EXPENDITURES

56500 LIBRARIES

Total EXPENDITURES

Total PUBLIC LIBRARY

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	APRIL	
		Budget Estimate	Actual			Actual	Percent Of Avg
43350	COPY FEES	5,634.00	4,841.60	85.9	469.50	562.45	119.8
43360	LIBRARY FEES	5,327.00	4,053.56	76.1	443.92	373.64	84.2
44110	INVESTMENT INCOME	2,200.00	771.04	35.0	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	9.30	0.0	0.00	0.00	0.0
48130	CONTRIBUTIONS	67,341.00	33,670.50	50.0	5,611.75	0.00	0.0
48610	DONATIONS	5,000.00	6,327.00	126.5	416.67	916.00	219.8
48990	OTHER	1,200.00	2,451.44	204.3	100.00	288.60	288.6
49800	TRANSFERS IN	212,540.00	212,540.00	100.0	17,711.67	0.00	0.0
	Total REVENUES	299,242.00	264,771.99	88.5	24,936.84	2,140.69	8.6
	EXPENDITURES						
56500	LIBRARIES	298,645.00	234,009.92	78.4	24,887.08	21,526.05	86.5
	Total EXPENDITURES	298,645.00	234,009.92	78.4	24,887.08	21,526.05	86.5
	Total PUBLIC LIBRARY	597.00	30,762.07	5152.8	49.76	19,385.36	8957.7

Summary Financial Statement
 APRIL 30, 2010
 Fiscal Year Time Lapse: 83.33

116 SOLID WASTE/SANITATION

Account	Description	Year-To-Date			APRIL		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
43106	COMMERCIAL AND INDUSTRIAL WASTE COLL CHARG	440,000.00	307,066.21	69.8	36,666.67	28,261.28	77.1
43107	RESIDENTIAL WASTE COLLECTION CHARGE	860,000.00	707,583.67	82.3	71,666.67	56,135.36	78.3
43110	TIPPING FEES	25,000.00	1,146.29	4.6	2,083.33	0.00	0.0
43114	SOLID WASTE DISPOSAL FEE	140,000.00	60,109.48	42.9	11,666.67	3,257.07	27.9
43194	SERVICE CHARGES	0.00	80.00	0.0	0.00	0.00	0.0
44110	INVESTMENT INCOME	20,000.00	22,403.02	112.0	1,666.67	1,570.46	94.2
44145	SALE OF RECYCLED MATERIALS	200,000.00	147,063.39	73.5	16,666.67	18,824.26	112.9
44170	MISCELLANEOUS REFUNDS	0.00	58.22	0.0	0.00	0.00	0.0
46170	SOLID WASTE GRANTS	40,000.00	20,700.40	51.8	3,333.33	0.00	0.0
	Total REVENUES	1,725,000.00	1,266,210.68	73.4	143,750.01	108,048.43	75.2
EXPENDITURES							
55754	LANDFILL OPERATION AND MAINTENANCE	1,816,551.00	1,331,582.98	73.3	151,379.25	122,907.25	81.2
99100	TRANSFERS OUT	15,000.00	0.00	0.0	1,250.00	0.00	0.0
	Total EXPENDITURES	1,831,551.00	1,331,582.98	72.7	152,629.25	122,907.25	80.5
	Total SOLID WASTE/SANITATION	106,551.00	65,372.30	61.4	8,879.24	14,858.82	167.3

Summary Financial Statement
APRIL 30, 2010

Fiscal Year Time Lapse: 83.33

119 INDUSTRIAL/ECONOMIC DEVELOPMENT

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	APRIL		
		Budget Estimate	Actual			Actual	Percent Of Avg	
REVENUES								
43193	WATER TAP SALES	9,400.00	9,400.00-	100.0	783.33	0.00	0.0	0.0
46440	TENNESSEE INDUSTRIAL INFRASTRUCTURE PROG	0.00	99,184.85-	0.0	0.00	0.00	0.0	0.0
47180	COMMUNITY DEVELOPMENT	475,887.16	460,887.16-	96.8	39,657.26	0.00	0.0	0.0
49800	TRANSFERS IN	224,000.00	224,000.00-	100.0	18,666.67	0.00	0.0	0.0
	Total REVENUES	709,287.16	793,472.01-	111.9	59,107.26	99,184.85-	167.8	
EXPENDITURES								
91110	GENERAL ADMINISTRATION PROJECTS	17,274.50-	17,274.50	100.0	1,439.55-	0.00	0.0	0.0
91170	PUBLIC UTILITY PROJECTS	568,782.30-	699,049.05	122.9	47,398.53-	130,266.75	274.8	
	Total EXPENDITURES	586,056.80-	716,323.55	122.2	48,838.08-	130,266.75	266.7	
	Total INDUSTRIAL/ECONOMIC DEVELOPMENT	123,230.36	77,148.46-	62.6	10,269.18	31,081.90	302.7	

Summary Financial Statement
APRIL 30, 2010

Fiscal Year Time Lapse: 83.33

122 DRUG CONTROL

Account Description

-----Year-To-Date----- APRIL-----
 Budget Estimate Actual Of Budget Estimate Avg/Mth Actual Percent
 Estimate

REVENUES

42140 DRUG CONTROL FINES	22,621.00	28,474.79	125.9	1,885.08	2,165.52	114.9
42340 DRUG CONTROL FINES	28,540.00	9,451.05	33.1	2,378.33	807.97	34.0
42865 DRUG TASK FORCE FORFEITURES AND SEIZURES	19,777.00	1,906.00	9.6	1,648.08	0.00	0.0
42910 PROCEEDS FROM CONFISCATED PROPERTY	45,000.00	18,154.53	40.3	3,750.00	1,626.55	43.4
44170 MISCELLANEOUS REFUNDS	0.00	93.43	0.0	0.00	979.50	0.0
46990 OTHER STATE REVENUES	0.00	5,705.88	0.0	0.00	0.00	0.0
Total REVENUES	115,938.00	63,785.68	55.0	9,661.49	3,620.54	37.5

EXPENDITURES

54150 DRUG ENFORCEMENT	124,276.87	98,397.44	79.2	10,356.43	13,411.86	129.5
Total EXPENDITURES	124,276.87	98,397.44	79.2	10,356.43	13,411.86	129.5
Total DRUG CONTROL	8,338.87	34,611.76	415.1	694.94	9,791.32	1408.9

Summary Financial Statement
 APRIL 30, 2010
 Fiscal Year Time Lapse: 83.33

131 HIGHWAY/PUBLIC WORKS

Account	Description	Year-To-Date		Percent Of Budget	APRIL		
		Budget Estimate	Actual		Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	1,262,541.00	1,244,757.03-	98.6	105,211.75	12,609.13-	12.0
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	70,123.42	84,435.38-	120.4	5,843.62	409.27-	7.0
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	15,969.58-	0.0	0.00	2.24-	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	13,948.00	12,356.10-	88.6	1,162.33	2,396.39-	206.2
40140	INTEREST AND PENALTY	10,234.30	13,837.92-	135.2	852.86	447.37-	52.5
40150	PICK-UP TAXES	0.00	8.94-	0.0	0.00	0.00	0.0
40280	MINERAL SEVERANCE TAX	90,181.00	33,164.30-	36.8	7,515.08	6,365.14-	84.7
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	39,156.28	44,585.13-	113.9	3,263.02	486.00-	14.9
44170	MISCELLANEOUS REFUNDS	0.00	339.36-	0.0	0.00	0.00	0.0
46420	STATE AID PROGRAM	240,000.00	232,670.48-	96.9	20,000.00	0.00	0.0
46920	GASOLINE AND MOTOR FUEL TAX	2,028,409.00	1,434,467.97-	70.7	169,034.08	130,475.68-	77.2
46930	PETROLEUM SPECIAL TAX	32,134.00	24,048.66-	74.8	2,677.83	2,672.10-	99.8
48120	PAVING AND MAINTENANCE	0.00	126,132.40-	0.0	0.00	126,132.40-	0.0
49800	TRANSFERS IN	0.00	450,000.00-	0.0	0.00	0.00	0.0
Total REVENUES		3,788,227.00	3,716,773.25-	98.1	315,685.57	281,995.72-	89.3
EXPENDITURES							
61000	ADMINISTRATION	244,713.00-	164,353.96	67.2	20,392.75-	17,569.35	86.2
62000	HIGHWAY AND BRIDGE MAINTENANCE	2,451,521.60-	2,036,323.78	83.1	204,293.48-	348,185.14	170.4
63100	OPERATION AND MAINTENANCE OF EQUIPMENT	786,013.93-	505,683.24	64.3	65,501.15-	59,841.61	91.4
65000	OTHER CHARGES	87,408.00-	81,110.35	92.8	7,284.00-	1,838.52	25.2
68000	CAPITAL OUTLAY	742,226.75-	382,362.68	51.5	61,852.23-	0.00	0.0
99100	TRANSFERS OUT	0.00	450,000.00	0.0	0.00	0.00	0.0
Total EXPENDITURES		4,311,883.28-	3,619,834.01	84.0	359,323.61-	427,434.62	119.0
Total HIGHWAY/PUBLIC WORKS		523,656.28-	96,939.24-	18.5	43,638.04-	145,438.90	333.3

151 GENERAL DEBT SERVICE

Summary Financial Statement
APRIL 30, 2010

Fiscal Year Time Lapse: 83.33

Account	Description	Year-To-Date		Percent Of Budget	APRIL	
		Budget Estimate	Actual		Estimate Avg/Mth	Actual
REVENUES						
40110	CURRENT PROPERTY TAX	1,858,079.00	1,832,196.09	98.6	154,839.92	18,556.86
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	47,250.00	123,837.22	262.1	3,937.50	602.31
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	1,227.00	23,500.75	1915.3	102.25	3.30
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	20,536.00	18,036.30	87.8	1,711.33	3,526.77
40140	INTEREST AND PENALTY	10,187.00	20,336.07	199.6	848.92	658.23
40150	PICK-UP TAXES	0.00	12.91	0.0	0.00	0.00
40210	LOCAL OPTION SALES TAX	1,350,000.00	708,950.41	52.5	112,500.00	67,676.67
40240	WHEEL TAX	900,000.00	663,310.48	73.7	75,000.00	104,653.00
40266	LITIGATION TAX-JAIL, WRKSH, COURTHOUSE	74,689.00	58,189.88	77.9	6,224.08	8,365.10
40320	BANK EXCISE TAX	150,000.00	79,675.36	53.1	12,500.00	0.00
40330	WHOLESALE BEER TAX	50,000.00	60,103.63	120.2	4,166.67	5,611.94
44120	LEASE/RENTALS	90,000.00	67,500.00	75.0	7,500.00	7,500.00
46851	STATE REVENUE SHARING -T.V.A.	471,615.00	371,080.49	78.7	39,301.25	207,026.83
48130	CONTRIBUTIONS	300,000.00	0.00	0.0	25,000.00	0.00
49100	BOND PROCEEDS	48,037.14	48,037.14	100.0	4,003.10	0.00
49400	PROCEEDS OF REFUNDING BONDS	2,650,761.55	2,650,761.55	100.0	4,003.10	0.00
49800	TRANSFERS IN	0.00	450,000.00	0.0	220,896.80	0.00
Total REVENUES		8,022,381.69	7,175,528.28	89.4	668,531.82	424,181.01
EXPENDITURES						
82110	GENERAL GOVERNMENT DEBT SERVICE	1,940,000.00	1,310,000.00	67.5	161,666.67	0.00
82120	HIGHWAYS & STREETS DEBT SERVICE	310,000.00	310,000.00	100.0	25,833.33	0.00
82130	EDUCATION DEBT SERVICE	1,925,000.00	1,925,000.00	100.0	160,416.67	0.00
82210	GENERAL GOVERNMENT	1,157,688.00	792,823.96	68.5	96,474.00	0.00
82220	HIGHWAYS & STREETS	13,289.00	13,289.00	100.0	1,107.42	0.00
82230	EDUCATION	864,326.00	778,489.89	90.1	72,027.17	0.00
82310	GENERAL GOVERNMENT	130,293.14	71,113.05	54.6	10,857.76	190,809.00
82320	HIGHWAYS & STREETS	500.00	500.00	100.0	41.67	0.00
99100	TRANSFERS OUT	1,000.00	48,387.14	4838.7	83.33	0.00
99300	PAYMENTS TO REFUNDED BOND ESCROW AGENT	0.00	450,000.00	0.0	0.00	0.00
Total EXPENDITURES		2,680,761.55	2,680,761.55	100.0	223,396.80	0.00
Total GENERAL DEBT SERVICE		9,022,857.69	8,380,364.59	92.9	751,904.82	935,999.24
		1,000,476.00	1,204,836.31	120.4	83,373.00	511,818.23
						613.9

Summary Financial Statement
APRIL 30, 2010

Fiscal Year Time Lapse: 83.33

171 GENERAL CAPITAL PROJECTS

Account	Description	Budget Estimate	Year-to-Date Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
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	75,989.00-	68,273.95	89.8	6,332.42-	39,053.05	616.7
91130	PUBLIC SAFETY PROJECTS	1,919,174.00-	1,283,647.63	66.9	159,931.17-	0.00	0.0
99100	TRANSFERS OUT	224,000.00-	224,000.00	100.0	18,666.67-	0.00	0.0
	Total EXPENDITURES	2,219,163.00-	1,575,921.58	71.0	184,930.26-	39,053.05	21.1
	Total GENERAL CAPITAL PROJECTS	2,218,363.00-	1,575,819.87	71.0	184,863.59-	39,053.05	21.1

Summary Financial Statement
APRIL 30, 2010

Fiscal Year Time Lapse: 83.33

176 HIGHWAY CAPITAL PROJECTS

Account	Description	Budget Estimate	Year-To-Date Actual	Percent Of Budget	Estimate Avg/Mth	APRIL Actual	Percent Of Avg
REVENUES							
46851	STATE REVENUE SHARING -T.V.A.	50,000.00	50,000.00	100.0	4,166.67	0.00	0.0
	Total REVENUES	50,000.00	50,000.00	100.0	4,166.67	0.00	0.0
EXPENDITURES							
91200	HIGHWAY & STREET CAPITAL PROJECTS	53,417.00	3,917.00	7.3	4,451.42	0.00	0.0
	Total EXPENDITURES	53,417.00	3,917.00	7.3	4,451.42	0.00	0.0
	Total HIGHWAY CAPITAL PROJECTS	3,417.00	46,083.00	1348.6	284.75	0.00	0.0

Summary Financial Statement
APRIL 30, 2010

Fiscal Year Time Lapse: 83.33

189 OTHER CAPITAL PROJECTS

Account Description

-----Year-To-Date----- APRIL-----
 Budget Estimate Actual Percent Estimate Actual Percent
 Estimate Of Budget Avg/Mch Of Avg

REVENUES

47235 HOMELAND SECURITY GRANTS

Total REVENUES

 135,329.65 40,585.68- 30.0 11,277.47 0.00 0.0
 135,329.65 40,585.68- 30.0 11,277.47 0.00 0.0

EXPENDITURES

91130 PUBLIC SAFETY PROJECTS

Total EXPENDITURES

Total OTHER CAPITAL PROJECTS

 135,329.65- 115,472.77 85.3 11,277.47- 4,268.03 37.8
 135,329.65- 115,472.77 85.3 11,277.47- 4,268.03 37.8
 0.00 74,887.09 0.0 0.00 4,268.03 0.0

G/L Month: 04 APRIL

Beginning Fund: 101 Beginning Function: ZZZZZ
 Ending Fund: 189 Ending Function: ZZZZZ

* End of Report: LAWRENCE CO FINANCE *

LAWRENCE COUNTY TN
 May 25, 2010 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	
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			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

141 GENERAL PURPOSE SCHOOL

Summary Financial Statement
APRIL 30, 2010

Fiscal Year Time Lapse: 83.33

Account	Description	Year-To-Date			APRIL		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	5,240,737.00	5,209,842.18-	99.4	436,728.08	52,340.33-	12.0
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	180,000.00	307,589.83-	170.9	15,000.00	1,698.80-	11.3
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	66,289.02-	0.0	0.00	9.30-	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	45,000.00	51,274.43-	113.3	3,750.00	9,947.34-	265.3
40140	INTEREST AND PENALTY	35,000.00	57,431.87-	164.1	2,916.67	1,855.61-	63.6
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	3,183,927.24-	73.7	360,000.00	305,741.87-	84.9
40350	INTERSTATE TELECOMMUNICATIONS TAX	0.00	2,925.33-	0.0	0.00	256.25-	0.0
41110	MARRIAGE LICENSES	0.00	1,249.25-	0.0	0.00	109.25-	0.0
43511	TUITION - REGULAR DAY STUDENTS	25,000.00	14,050.00-	56.2	2,083.33	0.00	0.0
43570	RECEIPTS FROM INDIVIDUAL SCHOOLS	55,000.00	47,055.02-	85.6	4,583.33	4,314.84-	94.1
43581	COMMUNITY SERVICE FEES - CHILDREN	23,000.00	9,246.00-	40.2	1,916.67	620.00-	32.3
44120	LEASE/RENTALS	0.00	2.00-	0.0	0.00	0.00	0.0
44130	SALE OF MATERIALS AND SUPPLIES	0.00	178.50-	0.0	0.00	0.00	0.0
44170	MISCELLANEOUS REFUNDS	55,340.49	55,340.49-	100.0	4,611.71	0.00	0.0
44530	SALE OF EQUIPMENT	0.00	17,935.50-	0.0	0.00	0.00	0.0
44560	DAMAGES RECOVERED FROM INDIVIDUALS	0.00	3,898.04-	0.0	0.00	0.00	0.0
44570	CONTRIBUTIONS & GIFTS	0.00	1,053.65-	0.0	0.00	500.00-	0.0
44990	OTHER LOCAL REVENUES	0.00	1,306.09-	0.0	0.00	0.00	0.0
46511	BASIC EDUCATION PROGRAM	28,861,498.00	26,143,500.00-	90.6	2,405,124.83	3,019,000.00-	125.5
46512	BASIC EDUCATION PROGRAM - ARRA	1,226,500.00	1,226,500.00-	100.0	102,208.33	0.00	0.0
46515	EARLY CHILDHOOD EDUCATION	1,046,009.81	670,964.06-	64.1	87,167.48	265,137.99-	304.2
46590	DRIVER EDUCATION	16,000.00	18,423.00-	115.1	1,333.33	0.00	0.0
46590	OTHER STATE EDUCATION FUNDS	200,900.75	89,280.00-	44.4	16,741.73	12,618.68-	75.4
46591	COORDINATED SCHOOL HEALTH - ARRA	100,000.00	73,023.61-	73.0	8,333.33	22,300.52-	267.6
46592	INTERNET CONNECTIVITY - ARRA	0.00	19,195.37-	0.0	0.00	0.00	0.0
46594	FAMILY RESOURCE CENTERS - ARRA	33,300.00	26,524.12-	79.7	2,775.00	7,915.00-	285.2
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	301,223.84-	91.8	27,346.42	163,088.73-	596.4
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	200,000.00-	100.0	16,666.67	0.00	0.0
46981	SAFE SCHOOLS - ARRA	20,800.00	16,629.92-	80.0	1,733.33	0.00	0.0
46990	OTHER STATE REVENUES	60,000.00	56,151.59-	93.6	5,000.00	0.00	0.0
47120	ADULT EDUCATION STATE GRANT PROGRAM	141,802.25	88,693.49-	62.5	11,816.86	10,502.90-	88.9
47131	VOCATIONAL EDUC - BASIC GRANTS TO STATES	63,480.00	15,314.79-	24.1	5,290.00	0.00	0.0
47590	OTHER FEDERAL THROUGH STATE	117,520.00	15,247.93-	13.0	9,793.33	4,095.68-	41.8
47990	OTHER DIRECT FEDERAL REVENUE	6,050.00	5,050.00-	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		42,552,935.66	38,014,086.61-	89.3	3,546,077.97	3,893,738.09-	109.8
EXPENDITURES							
71100	REGULAR INSTRUCTION PROGRAM	21,496,215.36-	16,887,357.14	78.6	1,791,351.27-	2,024,486.40	113.0
71150	ALTERNATIVE INSTRUCTION PROGRAM	263,979.00-	185,375.40	70.2	21,998.25-	27,800.24	126.4
71200	SPECIAL EDUCATION PROGRAM	2,455,001.00-	1,896,618.05	77.3	204,583.39-	236,756.38	115.7

141 GENERAL PURPOSE SCHOOL

Account Description

EXPENDITURES

71300 VOCATIONAL EDUCATION PROGRAM
 71400 STUDENT BODY EDUCATION PROGRAM
 71600 ADULT EDUCATION PROGRAM
 72110 ATTENDANCE
 72120 HEALTH SERVICES
 72130 OTHER STUDENT SUPPORT
 72210 REGULAR INSTRUCTION PROGRAM
 72215 ALTERNATIVE INSTRUCTION PROGRAM
 72220 SPECIAL EDUCATION PROGRAM
 72230 VOCATIONAL EDUCATION PROGRAM
 72260 ADULT PROGRAMS
 72310 BOARD OF EDUCATION
 72320 OFFICE OF THE SUPERINTENDENT
 72410 OFFICE OF THE PRINCIPAL
 72510 FISCAL SERVICES
 72610 OPERATION OF PLANT
 72620 MAINTENANCE OF PLANT
 72710 TRANSPORTATION
 72810 CENTRAL AND OTHER
 73300 COMMUNITY SERVICES
 73400 EARLY CHILDHOOD EDUCATION
 76100 REGULAR CAPITAL OUTLAY
 82130 EDUCATION
 99100 TRANSFERS OUT

Total EXPENDITURES
 Total GENERAL PURPOSE SCHOOL

Year-To-Date
 Budget Estimate
 Actual
 Percent Of Budget
 Estimate Avg/Mth
 APRIL
 Actual
 Percent Of Avg

Account	Description	Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
71300	VOCATIONAL EDUCATION PROGRAM	2,374,426.00	1,816,397.95	76.5	197,868.87	230,010.97	116.2
71400	STUDENT BODY EDUCATION PROGRAM	7,851.59	318.50	4.1	654.29	318.50	48.7
71600	ADULT EDUCATION PROGRAM	92,608.00	62,097.22	67.1	7,717.35	6,843.74	88.7
72110	ATTENDANCE	99,144.00	72,394.61	73.0	8,262.00	7,207.78	87.2
72120	HEALTH SERVICES	350,352.00	271,931.29	77.6	29,196.01	32,206.29	110.3
72130	OTHER STUDENT SUPPORT	1,105,709.26	840,188.70	76.0	92,142.40	94,690.66	102.8
72210	REGULAR INSTRUCTION PROGRAM	1,170,822.00	889,350.96	76.0	97,568.50	106,683.27	109.3
72215	ALTERNATIVE INSTRUCTION PROGRAM	46,000.00	24,360.05	53.0	3,833.32	3,382.47	88.2
72220	SPECIAL EDUCATION PROGRAM	177,686.00	135,160.78	76.1	14,807.17	15,074.97	101.8
72230	VOCATIONAL EDUCATION PROGRAM	126,794.00	94,794.75	74.8	10,566.16	10,575.58	100.1
72260	ADULT PROGRAMS	97,487.00	71,480.64	73.3	8,123.92	7,321.99	90.1
72310	BOARD OF EDUCATION	887,496.16	743,670.42	83.8	73,958.00	36,409.62	49.2
72320	OFFICE OF THE SUPERINTENDENT	305,432.00	214,524.76	70.2	25,452.67	22,542.18	88.6
72410	OFFICE OF THE PRINCIPAL	2,432,499.00	1,839,406.92	75.6	202,708.25	200,650.80	99.0
72510	FISCAL SERVICES	200,015.00	141,728.06	70.9	16,667.92	16,471.35	98.8
72610	OPERATION OF PLANT	3,498,623.57	2,607,861.26	74.5	291,551.96	233,103.50	80.0
72620	MAINTENANCE OF PLANT	781,974.20	746,444.43	95.5	65,164.52	84,422.71	129.6
72710	TRANSPORTATION	2,892,233.24	2,119,514.45	73.3	241,019.44	177,983.78	73.8
72810	CENTRAL AND OTHER	134,279.36	125,242.12	93.3	11,189.94	9,208.33	82.3
73300	COMMUNITY SERVICES	89,050.00	78,845.92	88.5	7,420.84	8,520.44	114.8
73400	EARLY CHILDHOOD EDUCATION	1,046,009.81	810,509.09	77.5	87,167.50	114,424.56	131.3
76100	REGULAR CAPITAL OUTLAY	1,042,254.47	865,500.59	83.0	86,854.55	6,395.01	7.4
82130	EDUCATION	300,000.00	0.00	0.0	25,000.00	0.00	0.0
99100	TRANSFERS OUT	2,715.00	0.00	0.0	226.25	0.00	0.0
Total EXPENDITURES		43,476,657.02	33,541,074.06	77.1	3,623,054.74	3,713,491.52	102.5
Total GENERAL PURPOSE SCHOOL		923,721.36	4,473,012.55	484.2	76,976.77	180,246.57	234.2

G/L Month: 04 APRIL
 Beginning Fund: 141 Beginning Function: ZZZZZ
 Ending Fund: 141 Ending Function: ZZZZZ
 * End of Report: LAWRENCE CO BD OF EDUCATION *

LAWRENCE COUNTY TN
 May 25, 2010 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	
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			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

Comments:

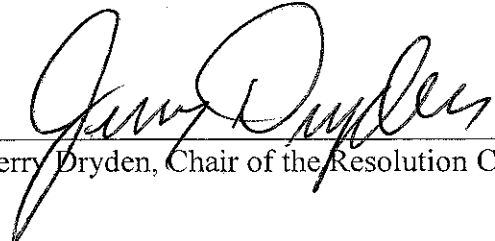
REPORT OF THE RESOLUTION COMMITTEE
TO THE LAWRENCE COUNTY BOARD OF COMMISSIONERS
LAWRENCE COUNTY, TENNESSEE

May 25, 2010
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. 2010052501
Resolution Approving Minutes of March 30, 2010, Regular Session
Sponsor: Jerry Dryden
2. Resolution No. 2010052502
Resolution to Approve Amendments to the 2009-2010 Lawrence County Budget
Sponsor: Accounts and Budgets
3. Resolution No. 2010052503
Resolution to Approve Amendments to the 2009-2010 Lawrence County Board of Education Budget
Sponsor: Lawrence County Board of Education
4. Resolution No. 2010052504
Resolution to Approve Doubles and Errors Report for 2008 Taxes
Sponsor: Cindy Benefield
5. Resolution No. 2010052505
Resolution Authorizing Submission of an Application for a Litter and Trash Collecting Grant for FY 2010-2011 From the Tennessee Department of Transportation and Authorizing the Acceptance of Said Grant
Sponsor: Paul Rosson
6. Resolution No. 2010052506
Resolution to Adopt the Strategic Economic Development Plan
Sponsor: Paul Rosson
7. Resolution No. 2010052507
Resolution to Affirm Compliance with Federal Title VI Regulations
Sponsor: Paul Rosson

8. Resolution No. 2010052508
Resolution to Appoint Members to the Lawrence County Regional Planning Commission
Sponsor: Paul Rosson
9. Resolution No. 2010052509
Resolution to Change the Speed Limit on Old Military Road
Sponsor: Delano Benefield
10. Resolution No. 2010052510
Resolution to Change the Speed Limit on Dry Weakley Road
Sponsor: Ronnie Benefield
11. Resolution No. 2010052511
Resolution Exempting Lawrence County from the Application of Statewide Standards for One-Family and Two-Family Dwellings as set Forth in T.C.A. § 68-120-101 Within the Jurisdictional Boundaries of Lawrence County but Outside any Municipality Located Within Lawrence County
Sponsors: Rick Hill, Bobby Clifton, Sandra Hyatt
12. Resolution No. 2010052512
Resolution Approving the Removal of Certain Delinquent Accounts Receivable from the Books and Records of the Lawrence County Ambulance Service
Sponsor: Public Safety Committee
13. Resolution No. 2010052513
Resolution to Amend the 2009-2010 Lawrence County Budget to Provide a Donation to the Joint Economic and Community Development Board of Lawrence County for the Purpose of Economic Development in Lawrence County
Sponsor: Paul Rosson
14. Resolution No. 2010052514
Resolution to Amend Resolution No. 2010033013 to Provide Matching Funds for Various Grants Received by the Lawrence County Volunteer Fire Departments and Members Thereof
Sponsor: Paul Rosson
15. Resolution No. 2010052515
Resolution to Honor and Thanking Ronnie McMasters, Mayor of the City of Loretto, for his Many Years of Service to Loretto and Lawrence County
Sponsor:



Jerry Dryden, Chair of the Resolution Committee

LAWRENCE COUNTY TN
May 25, 2010 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	
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			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.		X	X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2010052501

RESOLUTION APPROVING MINUTES OF MARCH 30, 2010, REGULAR SESSION

WHEREAS, the Lawrence County Legislative Body met on March 30, 2010, in regular session.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the attached minutes of the March 30, 2010, special session are approved.

Passed this 25th day of May, 2010.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

The Lawrence County Commission convened on Tuesday, March 30, 2010, at 5 p.m. in Regular Session. The meeting was called to order by Commission Chair, Jerry Dryden. Roll was called by Lawrence County Clerk, Chuck Kizer. Members present (17) Wayne Yocom, Bert Spearman, John Sanders, Jr., Charles Robertson, Jerry Putman, Mark Nidergeses, Chris Jackson, Sandra Hyatt, Rick Hill, Dennis Gillespie, Jerry Dryden, Bobby Clifton, William Burks, Anne Brown, Ray Brazier, Ronald Benefield and Delano Benefield. Members absent (1) Alan Keener.

Invocation given by Charles Robertson, County Commissioner. The Pledge to the United States flag was led by Chris Jackson, County Commissioner. There were no public comments made.

Bi-Monthly Financial Report Fiscal Agent	PASSED by unanimous voice vote
Bi-Monthly Financial Report, Director of Schools	PASSED by unanimous voice vote
Report of Resolution Committee	PASSED by unanimous voice vote

Resolution No. 2010033001 Sponsor: Jerry Dryden
Resolution approving minutes of January 26, 2010, Regular Session
PASSED by unanimous voice vote

Resolution No. 2010033002 Sponsor: Accounts and Budgets
Resolution to approve amendments to the 2009-2010 Lawrence County Budget
PASSED by unanimous voice vote

Resolution No. 2010033003 Sponsor: Lawrence County Bd of Education
Resolution to approve amendments to the 2009-2010 Lawrence County Board of Ed Budget
PASSED by unanimous voice vote

Resolution No. 2010033004 Sponsor: Leg Body by passage of Init res on 1/26/2010
Resolution authorizing and providing for the issuance of a general obligation bond in the principal amount of \$132,000 for the purpose of improving the Lawrence County Solid Waste Facilities of Lawrence County, TN, prescribing the Bond Form, the terms and conditions of issue and retirement and making provisions for payment and security thereof; and providing details relating to the issuance of bond anticipation notes
PASSED by roll call vote
Voting AYE: 16 Voting NAY: 1 (Clifton)

Resolution No. 2010033005 Sponsor: Leg Body by passage of Init Res 1/26/2010
Resolution authorizing and providing for the issuance of a general obligation bond in the principal amount of \$165,000 for the purpose of improving the Lawrence County Courthouse of Lawrence County, TN, prescribing the Bond Form, the terms and conditions of issue and retirement and making provisions for payment and security thereof; and providing details relating to the issuance of bond anticipation notes
PASSED by roll call vote
Voting AYE: 15 Voting NAY: 2 (Clifton, Brazier)

Resolution No. 2010033006 Sponsor: Highway Committee
Resolution of Lawrence County, TN, authorizing the execution and delivery of a municipal lease agreement with First Farmers and Merchants Bank and other documents and agreements in connection therewith
PASSED by unanimous roll call vote

Resolution No. 2010033007 Sponsor: Budget Committee
Resolution to purchase a "Rotary Mixer/Reclaimer Machine" for the Lawrence County Highway Department to be paid from the General Fund by a lease purchase agreement over a period not to exceed six (6) years from the General Fund
PASSED by roll call vote
Voting AYE: 16 Voting NAY: 1 (Clifton)

Resolution No. 2010033008 Sponsor: Highway Committee
Resolution to change the speed limit on Branch Drive
PASSED by unanimous voice vote

Resolution No. 2010033009 Sponsor: Highway Department
Resolution to add Keely Lane and Sarah Drive to the official county road list
PASSED by unanimous voice vote

Resolution No. 2010033010 Sponsor: Rick Hill, Ray Brazier
Resolution to establish an extended illness sick leave bank of employees of Lawrence County Government and to establish and appoint an Extended Illness Sick Leave Committee
PASSED by unanimous voice vote

Resolution No. 2010033011 Sponsor: Chris Jackson
Resolution establishing new hiring guidelines that put Lawrence County citizens first when hiring for county jobs
PASSED by roll call vote
Voting AYE: 12 Voting NAY: 2 (Niedergeses, Hyatt) Voting PASS: 3 (Gillespie, Brown, Brazier)

Resolution No. 2010033012 Sponsor: Assessor of Property
Resolution regarding a continuous six (6) year reappraisal cycle
PASSED by unanimous voice vote

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

SUSPEND THE RULES PASSED by roll call vote
Voting AYE: 16 Voting NAY: 1 (Clifton)

Resolution No. 2010033013 Sponsor: Paul Rosson
Resolution to provide matching funds for various grants received by the Lawrence County Volunteer Fire Departments and members thereof
PASSED by unanimous roll call vote

Motion to Adjourn: **Wayne Yocom**; second: **Ronald Benefield**.
Motion passed by unanimous voice vote.

LAWRENCE COUNTY TN RESOLUTION NO: 2010052501

Resolution approving minutes of March 30, 2010, 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	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.		X	X			X	
17	Spearman, Bert	X		X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052502

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

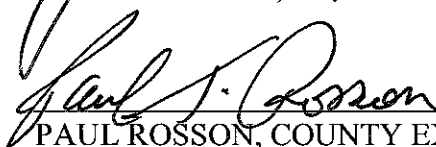
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, approve amendments to the 2009-2010 Lawrence County General Budget as attached.

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

Passed this 25th day of May, 2010.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: ACCOUNTS AND BUDGETS

LAWRENCE COUNTY
GOVERNMENT

BUDGET AMENDMENTS

MAY 25, 2010 - REGULAR SESSION

NOTE: The General Fund balance is being hit by \$72,146.38 due to the following:

- 1) \$5,632.56 to Fund 119 for shortage of funds for fire dept. grant matching contributions.
- 2) \$95.00 – To cover shortage in utilities line for Archives.
- 3) \$66,418.82 – Hwy Department Equipment Lease approved at last Legislative Body Meeting.

Budget Director, Torra Powell

LAWRENCE COUNTY GOVERNMENT
BUDGET AMENDMENTS
MAY 25, 2010 REGULAR SESSION
RESOLUTION

ACCOUNT	DESCRIPTION	CURRENT BUDGET	BUDGET AMEND./ CHANGE	REVISED BUDGET	J/E	PURPOSE
GENERAL FUND - FUND 101						
101-99100-590	Transfers-Out	\$ -	\$ 5,632.56	\$ 5,632.56	DR	Transfer to Fund 119 to fund shortage of fine dept. grant matching funds. To adjust expenditures to actual.
101-51100-305	Audit Services	\$ 17,000.00	\$ 903.00	\$ 17,903.00	CR	
101-51100-355	Travel	\$ 12,000.00	\$ (903.00)	\$ 11,097.00	DR	
101-51300-205	Employee & Dependent Insurance	\$ 260.00	\$ 50.00	\$ 310.00	CR	
101-51300-719	Office Equipment	\$ 200.00	\$ (50.00)	\$ 150.00	DR	
101-51500-187	Overtime Pay	\$ 192.00	\$ 120.00	\$ 312.00	CR	
101-51500-317	Data Processing Services	\$ 4,500.00	\$ 1,000.00	\$ 5,500.00	CR	
101-51500-348	Postal Charges	\$ 5,850.00	\$ 100.00	\$ 5,950.00	CR	
101-51500-349	Printing, Stationery & Forms	\$ 4,500.00	\$ (1,720.00)	\$ 2,780.00	DR	
101-51500-351	Rentals	\$ 500.00	\$ 200.00	\$ 700.00	CR	
101-51500-355	Travel	\$ 3,000.00	\$ 300.00	\$ 3,300.00	CR	
101-51800-335	Maintenance & Repair Serv - Bldg	\$ 36,000.00	\$ 4,000.00	\$ 40,000.00	CR	
101-51800-336	Maintenance & Repair Serv - Eqpt	\$ 1,100.00	\$ 300.00	\$ 1,400.00	CR	
101-51800-410	Custodial Supplies	\$ 10,000.00	\$ 1,250.00	\$ 11,250.00	CR	
101-51800-422	Food Supplies	\$ -	\$ 950.00	\$ 950.00	CR	
101-51800-452-TOWR	Utilities - Tower	\$ -	\$ 275.00	\$ 275.00	CR	
101-51800-799	Other Capital Outlay	\$ -	\$ 450.00	\$ 450.00	CR	
101-51800-452	Utilities	\$ 180,000.00	\$ (7,225.00)	\$ 172,775.00	DR	
101-46980	Other State Grants	\$ (10,000.00)	\$ (835.00)	\$ (10,835.00)	DR	
101-39000	Fund Balance	\$ 2,326,507.61	\$ (5,727.56)	\$ 2,320,780.05		
101-51910-210	Unemployment Compensation	\$ 84.00	\$ 15.00	\$ 99.00	CR	
101-51910-452	Utilities	\$ 4,800.00	\$ 800.00	\$ 5,600.00	CR	
101-51910-719	Office Equipment	\$ 1,600.00	\$ 115.00	\$ 1,715.00	CR	
101-52100-196	In-Service Training	\$ 850.00	\$ 200.00	\$ 1,050.00	CR	
101-52100-317	Data Processing Services	\$ 4,886.00	\$ (200.00)	\$ 4,686.00	DR	
101-52300-338	Maintenance & Repair Serv - Veh	\$ 500.00	\$ 800.00	\$ 1,300.00	CR	
101-52300-435	Office Supplies	\$ 2,500.00	\$ 50.00	\$ 2,550.00	CR	
101-52300-317	Data Processing Services	\$ 23,637.00	\$ (850.00)	\$ 22,787.00	DR	
101-52500-320	Dues & Memberships	\$ 1,062.00	\$ 50.00	\$ 1,112.00	CR	
101-52500-355	Travel	\$ 2,098.00	\$ 100.00	\$ 2,198.00	CR	

Record Archives Grant Proceeds

ACCOUNT	DESCRIPTION	CURRENT BUDGET	BUDGET AMEND./ CHANGE	REVISED BUDGET	J/E	PURPOSE	
101-52500-348	Postal Charges	\$ 7,800.00	\$ (150.00)	\$ 7,650.00	DR	<p style="text-align: center;">↑</p> To adjust Lease Payments to reflect County Commission approval of Hwy Lease	
101-53100-204	State Retirement	\$ 24,499.00	\$ 2,200.00	\$ 26,699.00	CR		
101-53100-206	Life Insurance	\$ 183.00	\$ 20.00	\$ 203.00	CR		
101-53100-194	Jury & Witness Fees	\$ 32,600.00	\$ (8,720.00)	\$ 23,880.00	DR		
101-53100-207	Medical Insurance	\$ 34,181.00	\$ 6,000.00	\$ 40,181.00	CR		
101-53100-348	Postal Charges	\$ 2,750.00	\$ 500.00	\$ 3,250.00	CR		
101-58400-330-HWY	Operating Lease Payments	\$ -	\$ 66,418.82	\$ 66,418.82	CR		
101-39000	Fund Balance	\$ -	\$ (66,418.82)	\$ (66,418.82)	DR		
	Totals	\$ 2,735,639.61	\$ -	\$ 2,735,639.61			
LIBRARY FUND - FUND 115							
115-56500-509	Refunds	\$ 100.00	\$ 100.00	\$ 200.00	CR	To adjust expenditures to actual.	
115-56500-332	Legal Notices, Recording & Court	\$ -	\$ 40.00	\$ 40.00	CR		
115-56500-599	Other Charges	\$ 424.00	\$ (140.00)	\$ 284.00	DR		
	Totals	\$ 524.00	\$ -	\$ 524.00			
SOLID WASTE FUND - FUND 116							
116-55754-205	Employee & Dependent Insurance	\$ 550.00	\$ 100.00	\$ 650.00	CR	To adjust expenditures to actual.	
116-55754-307	Communication	\$ 2,100.00	\$ 300.00	\$ 2,400.00	CR		
116-55754-348	Postal Charges	\$ 14,000.00	\$ 2,500.00	\$ 16,500.00	CR	Motor vehicle line decreased to cover the differences in line items.	
116-55754-355	Travel	\$ 5,000.00	\$ 1,100.00	\$ 6,100.00	CR		
116-55754-410	Custodial Supplies	\$ 2,000.00	\$ 500.00	\$ 2,500.00	CR		
116-55754-422	Food Supplies	\$ 7,200.00	\$ 1,000.00	\$ 8,200.00	CR		
116-55754-424	Garage Supplies	\$ 25,000.00	\$ 2,500.00	\$ 27,500.00	CR		
116-55754-718	Motor Vehicles	\$ 8,000.00	\$ (8,000.00)	\$ -	DR		
	Totals	\$ 63,850.00	\$ -	\$ 63,850.00			
INDUSTRIAL ECONOMIC DEV. - FUND 119							
119-46440	Industrial Infrastructure Grant	\$ -	\$ (99,184.85)	\$ (99,184.85)	DR		To recognize FIDP grant proceeds and adjust expenditures to actual.
119-91170-791-FIDP	Other Construction	\$ -	\$ 99,184.85	\$ 99,184.85	CR		
119-91170-316	Contributions	\$ -	\$ 31,082.00	\$ 31,082.00	CR	To adjust contributions to reflect fire dept. grant matching funds.	
119-49800	Operating Transfers	\$ -	\$ (5,632.56)	\$ (5,632.56)	DR		
119-39000	Fund Balance	\$ 208,119.36	\$ (25,449.44)	\$ 182,669.92	DR	-----Adjust Fund Balance to reflect diff.	
	Totals	\$ 208,119.36	\$ -	\$ 208,119.36			

ACCOUNT	DESCRIPTION	CURRENT BUDGET	BUDGET AMEND./ CHANGE	REVISED BUDGET	J/E	PURPOSE
DRUG CONTROL FUND - FUND 122						
122-54150-718	Motor Vehicles	\$ 13,050.00	\$ 13,155.00	\$ 26,205.00	CR	Fund Balance is Adequate to cover overage.
122-39000	Fund Balance	\$ 45,957.13	\$ (13,155.00)	\$ 32,802.13	DR	-----Adjust Fund Balance to reflect diff.
	Totals	\$ 59,007.13	\$ -	\$ 59,007.13		
HIGHWAY DEPT. - FUND 131						
131-48120	Paving & Maintenance	\$ -	\$ (126,132.40)	\$ (126,132.40)	DR	To record watershed revenue and proceeds from the City of St. Joseph and coor exp.
131-47990	Other Direct Federal Revenue	\$ -	\$ (149,672.70)	\$ (149,672.70)	DR	
131-44130	Sale of Materials & Supplies	\$ (39,156.28)	\$ (486.00)	\$ (39,642.28)	DR	To record the sale of materials & supplies and corresponding expenditures for
131-62000-402	Asphalt	\$ 412,449.20	\$ 126,132.40	\$ 538,581.60	CR	Highway Department.
131-68000-714	Highway Equipment	\$ 72,226.75	\$ 35,000.00	\$ 107,226.75	CR	
131-62000-409	Crushed Stone	\$ 267,095.46	\$ 114,672.70	\$ 381,768.16	CR	
131-62000-403	Asphalt - Cold Mix	\$ 15,246.74	\$ 486.00	\$ 15,732.74	CR	
	Totals	\$ 727,861.87	\$ 0.00	\$ 727,861.87		-----Adjust Fund Balance to reflect diff.

LAWRENCE COUNTY TN RESOLUTION NO: 2010052502

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	
4	Keener, Alan J.	X		X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.		X	X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052503

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

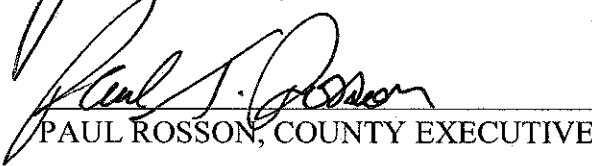
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, approve amendments to the 2009-2010 Lawrence County Board of Education Budget , as attached.

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

Passed this 25th day of May, 2010.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: LAWRENCE COUNTY BOARD OF EDUCATION

March, 2010

Resolution # _____
Budget Amendments General Purpose School
FUND 141

Account Number	Description	Debit	Credit
1 Cost Center CSH			
72130-189	Other Salaries & Wages		100.00
72130-207	Medical Insurance		525.00
72130-399	Other Contracted Services		1,440.00
72130-599	Other Charges		2,500.00
72130-499	Other Supplies & Materials	4,565.00	
To Amend CSH Budget to Actual		\$ 4,565.00	\$ 4,565.00
2 71400-189	Other Salaries & Wages		4,105.00
71400-201	Social Security		236.44
71400-204	State Retirement		288.75
71400-207	Medical Insurance		766.10
71400-212	Employer Medicare		55.30
72130-322	Evaluation and Testing		7,221.26
72310-506	Liability Insurance		464.23
72310-513	Worker's Compensation Insurance		2,195.93
72310-355	Travel		1,000.00
72320-435	Office Supplies		1,000.00
72410-320	Dues & Memberships		1,600.00
72610-501	Boiler Insurance		51.57
72620-355	Travel		178.44
71100-116	Teachers	19,163.02	
To Amend Budget to Actual		\$ 19,163.02	\$ 19,163.02
3 Cost Center LOCAL			
72260-499-LOCAL-ABE	Other Supplies & Materials		3,500.00
72260-790-LOCAL-ABE	Other Equipment	3,500.00	
To Amend Budget to Actual		\$ 3,500.00	\$ 3,500.00

April, 2010

Resolution # _____
 Budget Amendments General Purpose School
 FUND 141

Account Number	Description	Debit	Credit
1 Cost Center AUTO			
71300-730	Vocational Instruction Equipment		3,412.16
71300-499	Other Supplies & Materials	2,480.00	
72230-524	In Service/Staff Development	932.16	
	To Amend Perkins Reserve Grant for purchase of additional equipment	\$ 3,412.16	\$ 3,412.16
2			
71100-449	Textbooks		3,452.75
71100-207	Medical Insurance	3,452.75	
71200-429	Instructional Supplies		13,650.00
71200-116	Teachers	13,650.00	
72215-355	Travel		750.00
72215-399	Other Contracted Services	750.00	
72220-355	Travel		1,000.00
72220-524	Staff Development		383.90
72220-207	Medical Insurance	1,383.90	
72410-499	Other Supplies & Materials		800.00
72410-207	Medical Insurance	800.00	
	To Amend Budget to Actual	\$ 20,036.65	\$ 20,036.65
3			
72610-499	Other Supplies & Materials		4,000.00
72610-502	Building and Contents Insurance	864.77	
72610-204	State Retirement	3,135.23	
72620-499	Other Supplies & Materials		50,000.00
72620-599	Other Charges		168.94
72620-329	Laundry Service	1,200.00	
72620-338	Maintenance and Repair Services - Vehicle	3,500.00	
71100-207	Medical Insurance	45,468.94	
72710-340	Medical and Dental Services		156.00
72710-329	Laundry Service	156.00	
72710-499	Other Supplies & Materials		6,000.00
72710-511	Vehicle and Equipment Insurance	759.60	
72710-399	Other Contracted Services	1,125.00	
72710-207	Medical Insurance	4,115.40	
	To Amend Budget to Actual	\$ 60,324.94	\$ 60,324.94
4 Cost Center SSA			
72210-499	Other Supplies & Materials	1,820.00	
72620-701	Administration Equipment		1,820.00
	To Amend SSA Budget to Actual	\$ 1,820.00	\$ 1,820.00
5			
72810-207	Medical Insurance	1,283.86	
72810-499	Other Supplies & Materials		1,541.52
72810-399	Other Contracted Services		12,000.00
71100-336	Maintenance and Repair Services - Equipment	2,000.00	
71100-201	Social Security	10,284.49	
72810-189	Other Salaries & Wages		23.00
72810-201	Social Security		1.47
72810-204	State Retirement		2.36
72810-212	Employer Medicare		
	To Amend Budget to Actual	\$ 13,568.35	\$ 13,568.35
6			
72610-399	Other Contracted Services		4,822.30
72610-166	Custodial Personnel	4,822.30	
	To Amend Budget for Temporary Staffing to date	\$ 4,822.30	\$ 4,822.30

April, 2010

Resolution # _____
Budget Amendments General Purpose School
FUND 146

Account Number	Description	Debit	Credit
1 73300-510-051	Trustee's Commission		120.00
73300-599-051	Other Charges	120.00	
To Amend David Crockett EDP Budget for Trustee Commission		\$ 120.00	\$ 120.00
2 43517- -052	Tuition - Other	1,800.00	
73300-510-052	Trustee's Commission		60.00
73300-189-052	Other Salaries & Wages		1,200.00
73300-201-052	Social Security		70.00
73300-204-052	State Retirement		100.00
73300-212-052	Employer Medicare		18.00
73300-499-052	Other Supplies & Materials		352.00
To Amend Ingram Sowell EDP Budget for Increased Activity		\$ 1,800.00	\$ 1,800.00
3 73300-510-053	Trustee's Commission		240.00
73300-524-053	Staff Development		29.25
73300-201-053	Social Security	269.25	
To Amend Lawrenceburg Public EDP for Trustee Commission		\$ 269.25	\$ 269.25
4 73300-510-054	Trustee's Commission		275.00
73300-499-054	Other Supplies & Materials	275.00	
To Amend New Prospect EDP Budget for Trustee Commission		\$ 275.00	\$ 275.00
5 46990- -055	Other State Revenues	3,000.00	
43517- -055	Tuition - Other		3,000.00
73300-510-055	Trustee's Commission		275.00
73300-524-055	Staff Development	275.00	
To Amend Leoma EDP Budget for Trustee's Commission and Increase in Activity		\$ 3,275.00	\$ 3,275.00
6 73300-510-056	Trustee's Commission		250.00
46990- -056	Other State Revenues	250.00	
To Amend Summertown EDP Budget for Trustee's Commission		\$ 250.00	\$ 250.00
7 73300-510-057	Trustee's Commission		100.00
73300-599-057	Other Charges	100.00	
To Amend South Lawrence EDP Budget for Trustee's Commission		\$ 100.00	\$ 100.00

April, 2010

Resolution # _____
Budget Amendments General Purpose School
FUND 142

Account Number	Description	Debit	Credit
1 71200-207-917	Medical Insurance		2,215.01
72220-499-917	Other Supplies & Materials	2,215.01	
	To Amend IDEA, Preschool Budget for Educ. Assistant Medical Insurance	\$ 2,215.01	\$ 2,215.01
2 71100-429-107	Instructional Supplies		13,000.00
71100-195-107	Certified Substitute Teachers		1,000.00
71100-163-107	Educational Assistants	14,000.00	
72210-524-107	In-Service/Staff Development		3,500.00
72210-336-107	Maintenance and Repair Services - Equipment	2,500.00	
72210-355-107	Travel	1,000.00	
	To Amend Title IA Budget for 95% Group Contract Underallocation	\$ 17,500.00	\$ 17,500.00
3 47143- -907-SPED	Special Education - Grants to State	38,184.47	
71200-163-907-SPED	Educational Assistants		38,184.47
	To Amend IDEA, Part B Budget for dollars not expended by June 30, 2009	\$ 38,184.47	\$ 38,184.47

May, 2010

Resolution # _____
Budget Amendments General Purpose School
FUND 141

Account Number	Description	Debit	Credit
1 71100-116	Teachers	210,000.00	
71100-201	Social Security	35,000.00	
71100-204	State Retirement	20,000.00	
71100-207	Medical Insurance	75,000.00	
71100-210	Unemployment Compensation	5,000.00	
71100-212	Employer Medicare	8,000.00	
71100-599	Other Charges	24,500.00	
71300-116	Teachers	20,000.00	
71300-195	Certfied Substitute Teachers	1,000.00	
71300-201	Social Security	3,000.00	
71300-207	Medical Insurance	4,000.00	
71300-429	Instructional Supplies	12,000.00	
71400-189	Other Salaries & Wages	4,105.00	
71400-201	Social Security	236.44	
71400-204	State Retirement	288.75	
71400-207	Medical Insurance	766.10	
71400-212	Employer Medicare	55.30	
72120-131	Medical Personnel	3,000.00	
72120-201	Social Security	1,700.00	
72130-204	State Retirement	4,500.00	
72130-212	Employer Medicare	1,200.00	
72210-105	Supervisor/Director	2,000.00	
72210-129	Librarians	2,000.00	
72210-201	Social Security	2,000.00	
72210-207	Medical Insurance	4,320.76	
72210-212	Employer Medicare	500.00	
72210-336	Maintenance and Repair - Equipment	500.00	
72210-499	Other Supplies & Materials	5,000.00	
72310-207	Medical Insurance	5,000.00	
72310-331	Legal Services	7,000.00	
72310-399	Other Contracted Services	10,000.00	
72310-599	Other Charges	3,000.00	
72320-307	Communication	10,000.00	
72320-701	Administration Equipment	4,500.00	
72410-104	Principals	10,000.00	
72410-139	Assistant Principals	58,000.00	
72410-161	Secretary	30,000.00	
72410-201	Social Security	10,000.00	
72410-204	State Retirement	9,000.00	
72410-207	Medical Insurance	38,000.00	
72410-212	Employer Medicare	2,000.00	
72510-336	Maintenance and Repair - Equipment	1,500.00	
72510-355	Travel	1,000.00	
72510-701	Administration Equipment	1,265.00	
72610-166	Custodial Personnel	15,000.00	
72610-189	Other Salaries & Wages	7,000.00	
72610-201	Social Security	5,000.00	
72610-204	State Retirement	4,000.00	
72610-207	Medical Insurance	3,000.00	
72610-212	Employer Medicare	1,000.00	
72710-146	Bus Drivers	4,762.65	
72710-189	Other Salaries & Wages	20,000.00	
72710-201	Social Security	5,000.00	
72710-204	State Retirement	10,000.00	
72710-207	Medical Insurance	20,000.00	
72710-212	Employer Medicare	3,600.00	

May, 2010

Resolution # _____
Budget Amendments General Purpose School
FUND 141

Account Number	Description	Debit	Credit
76100-207	Medical Insurance	1,700.00	
76100-706	Building Construction		750,000.00
To Amend Budget for Building Payment to Capital Projects Fund		\$ 750,000.00	\$ 750,000.00

2 Cost Center ERATE

71100-722-ERATE	Regular Instruction Equipment	99.00	
71100-499-ERATE-DCE	Other Supplies and Materials	1,604.00	
71100-499-ERATE-ETH	Other Supplies and Materials	2,451.45	
71100-499-ERATE-ISE	Other Supplies and Materials	693.93	
71100-499-ERATE-LCH	Other Supplies and Materials	3,795.96	
71100-499-ERATE-LPS	Other Supplies and Materials	297.60	
71100-499-ERATE-SHS	Other Supplies and Materials	212.23	
71100-499-ERATE-SLE	Other Supplies and Materials	1,365.60	
71100-499-ERATE	Other Supplies and Materials		99.00
71100-722-ERATE-DCE	Regular Instruction Equipment		1,604.00
71100-722-ERATE-ETH	Regular Instruction Equipment		2,451.45
71100-722-ERATE-ISE	Regular Instruction Equipment		693.93
71100-722-ERATE-LCH	Regular Instruction Equipment		3,795.96
71100-722-ERATE-LPS	Regular Instruction Equipment		297.60
71100-722-ERATE-SHS	Regular Instruction Equipment		212.23
71100-722-ERATE-SLE	Regular Instruction Equipment		1,365.60
To Amend ERATE Budget to Actual		\$ 10,519.77	\$ 10,519.77

3 Cost Center PREK

73400-116	Teachers	14,500.00	
73400-163	Educational Assistants	12,500.00	
73400-195	Non-Certified Substitute Teachers	1,500.00	
73400-201	Social Security	3,500.00	
73400-204	State Retirement	7,000.00	
73400-207	Medical Insurance	4,000.00	
73400-212	Employer Medicare	800.00	
73400-307	Communication	600.00	
73400-348	Postal Charges		17.60
73400-355	Travel	2,000.00	
73400-399	Other Contracted Services		1,904.22
73400-499	Other Supplies & Materials		50,844.56
73400-524	In-Service/Staff Development		13,633.62
73400-790	Other Equipment	20,000.00	
To Amend Pre-K Budget for Overallocation of Salaries & Benefits		\$ 66,400.00	\$ 66,400.00

May, 2010

Resolution # _____
 Budget Amendments General Purpose School
 FUND 142

Account Number	Description	Debit	Credit
1 71100-116-107	Teachers	20,000.00	
71100-163-107	Educational Assistants	10,000.00	
71100-195-107	Certified Substitute Teachers		1,000.00
71100-429-107	Instructional Supplies		20,000.00
71100-499-107	Other Supplies & Materials		500.00
71100-722-107	Regular Instruction Equipment	1,500.00	
72210-524-107	In-Service/Staff Development		10,000.00
To Amend Title I Budget Underallocation of Instructional Supplies and Staff Development		\$ 31,500.00	\$ 31,500.00
2 71100-429-10S	Instructional Supplies	1,200.00	
72210-524-10S	In-Service/Staff Development		1,200.00
To Amend Title I ARRA Budget to Actual		\$ 1,200.00	\$ 1,200.00
3 71100-399-23S	Other Contracted Services	2,034.36	
71100-722-23S	Regular Instruction Equipment		2,034.36
To Amend Title II D ARRA Budget to Actual		\$ 2,034.36	\$ 2,034.36
4 71100-499-417	Other Supplies & Materials		4,860.06
71100-399-417	Other Contracted Services	500.00	
71100-429-417	Instructional Supplies		1,939.94
72210-355-417	Travel	1,800.00	
72210-524-417	In-Service/Staff Development	4,500.00	
To Amend Title IV Budget to Actual		\$ 6,800.00	\$ 6,800.00
5 71100-429-607	Instructional Supplies		38,064.12
71100-499-607	Other Supplies & Materials	12,689.61	
72210-524-607	In-Service/Staff Development	25,374.51	
To Amend Title VI Budget for Purchase of Study Island		\$ 38,064.12	\$ 38,064.12
6 72130-130-70S	Social Worker	150.00	
72130-201-70S	Social Security	9.30	
72130-204-70S	State Retirement	9.63	
72130-212-70S	Employer Medicare	2.18	
72130-307-70S	Communication	100.00	
72130-399-70S	Other Contracted Services	900.00	
72130-499-70S	Other Supplies & Materials	447.31	
71100-499-70S	Other Supplies & Materials		1,618.42
To Amend Title X ARRA Budget to Purchase Schools Supplies for Homeless Children		\$ 1,618.42	\$ 1,618.42
7 71300-429-807	Instructional Supplies		6,400.00
71300-730-807	Vocational Instruction Equipment	4,547.00	
72130-355-807	Travel		4,000.00
72130-146-807	Bus Drivers	3,000.00	
72130-189-807	Other Salaries & Wages	2,500.00	
72130-201-807	Social Security	155.00	
72130-204-807	State Retirement	161.00	
72130-212-807	Employer Medicare	37.00	
To Amend Carl Perkins budget for National Competition Travel		\$ 10,400.00	\$ 10,400.00
8 71200-399-91S	Other Contracted Services		5,000.00
71200-204-91S	State Retirement	1,107.00	
71200-207-91S	Medical Insurance	2,373.95	
71200-201-91S	Social Security	238.00	
71200-212-91S	Employer Medicare	57.00	
71200-163-91S	Educational Assistants	3,800.00	
71200-499-91S	Other Supplies & Materials		2,575.95
To Amend IDEA, Preschool ARRA Budget for Overallocation of Salaries & Benefits		\$ 7,575.95	\$ 7,575.95

LAWRENCE COUNTY TN RESOLUTION NO: 2010052503

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			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.	X		X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.		X	X			X	
TOTAL				18	0	0	18	0

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

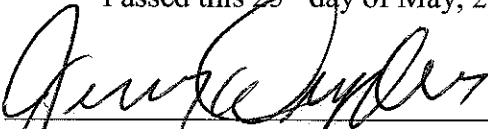
RESOLUTION NO. 2010052504

RESOLUTION TO APPROVE DOUBLES AND ERRORS REPORT FOR 2008
TAXES


NOW, THEREFORE, BE IT RESOLVED by the Lawrence County legislative
body meeting in regular session this 25th day of May, 2010, approves the Doubles and
Errors Report for the 2008 taxes.

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

Passed this 25th day of May, 2010.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE
ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: CINDY BENEFIELD

2008 DOUBLE & ERROR LISTING

DAN & LIZZIE HOSTETLER	\$15.00
MICHAEL & SHEILA CHILDRESS	\$60.00
DAVID CLEMMONS & THOMAS CLEMMONS	\$96.00
JAMES BUCHANAN	\$144.00
GHNL PARTNERSHIP	-\$85.00
RICKY BYRD	\$58.00
TONY & JERRY ROBERTS	-\$166.00
JAMESL BRAZIER ETALS	-\$6.00
DAN & MARYLS FOSTER	-\$36.00
RHONDA SUE STEPP & RANDY WILBANKS	-\$9.00
L & T BROTHERS	-\$18.00
NEW DAY PRODUCTIONS	-\$18.00
HAROLD DALE GIBSON	-\$42.00
GREG & LORIE GARRETSON	\$120.00
ELKS CLUB BPOE	-\$88.00
DONALD & CASSIE BOWLING	-\$198.00
GARY H & HELEN A HUNTER	-\$316.00
WAYNE COUNTY BANK	\$145.00
BENEVOLENT PROTECTIVE ORDER OF ELKS	-\$3,121.00
WILLIAM F RICHARDSON	-\$4.00
BRUCE W & RHONDA GULLEY	-\$255.00
SHARON BRICKLEY	\$53.00
ANNA BELLE SCHULTZ	-\$5.00
ANDY BREWER	-\$98.00
DANNY & ANITA HOUSER	-\$58.00
PANORAMIC FULL GOSPEL CHURCH	-\$38.00
JERRY A & CYNTHIA L POWELL	-\$135.00
LUTHER & IVA DEAN SMITH	\$24.00
MURRAY H MARSTON	-\$165.00
MARY E THOMAS	\$6.00
CROCKETT HOSPITAL	\$5,062.00
J P KILBURN	-\$100.00
GLYNDA GRINNELL	\$96.00
MARVADA CORP	\$54.00
EDNA GIESKE	\$63.00
WILLIAM & GLORIA BUIE	\$123.00
ARNOLD & ANNIE BOSHERS	\$231.00
CARTHOL & SARAH WILLIAMS	-\$98.00
WILLIAM & FANNIE SMITH	\$42.00
BELTON HARDWICK III	-\$83.00
REBECCA ANN HEATHERLY	-\$165.00
LOIS FAYE FOX	\$12.00
CONWAY TRANSPORT	-\$397.00
ALFRED LEE & ANITA SMITH	-\$1,018.00
MARVIN J & CAROLYN MCINTYRE	\$18.00
A-PLUS CONSTRUCTION	-\$13.00
VANCE & DOROTHY BROCK	\$216.00
A & Z LAWN CARE	-\$18.00
MICHAEL JOHN GRIFFIS	\$42.00
KENNETH CAMPBELL	\$9.00

2008 DOUBLE & ERROR LISTING

NEXT LEVEL CUSTOMS	-\$49.00
L'BURG TOTAL CHOICE FLOORING	-\$26.00
MARK & DARLENE NIEDERGESES	\$24.00
DAVID SIDNEY JAMES ETAL	\$264.00
WILEY EUGENE ROBERTSON	\$126.00
DAVID SIDNEY JAMES ETAL	\$201.00
ROBERT E BIVENS	-\$104.00
GLYNDA GRINNELL	\$303.00
NORMAN SUE LYONS TRUST	\$6.00
LANDSCAPE SOLUTIONS	-\$35.00
RANDY HILLHOUSE	\$126.00
RANDY HILLHOUSE	-\$576.00
R L BRYAN ESTATE	\$12.00
LAWRENCEBURG TAXI	-\$22.00
FULL CIRCLE HEALTH	-\$20.00
WILLOW TREE PRESCHOOL	-\$18.00
WILLARD ROBERTS	-\$89.00
KENNETH & CARYLEEN WHITLEY	\$60.00
FRANK MERRITT & ISABELLA FLORES MERRIT	\$186.00
CARS R US	-\$99.00
MICHAEL & VICKI WATKINS	\$84.00
JOHN THOMAS & CONNIE ROBERSON	\$59.00
ROME EMPSON NASH ESTATE	\$57.00
J H & GRACE KIDD	\$69.00
JERRY & LILA CREECH	\$15.00
TROY ALLEN	\$18.00
SOUTHERN CORE RECYCLING	-\$18.00
H B PHOTOGRAPHY	-\$18.00
MID SOUTH SALES	-\$20.00
TIM'S TREE SERVICE	-\$131.00
GILBERT & VIRGINIA GRAY	-\$38.00
MICHAEL & VICKI WATKINS	-\$84.00
RANDY & DONNA MIX	-\$74.00
DIG CONSTRUCTION	-\$73.00
EDGAR E COBB	-\$8.00
GRANT CALVERT	\$168.00
ZEKE SWINDLE	\$6.00
BRIDGET MARTIN	-\$1,109.00
VELMA HOOD	\$548.00
RAY LEWIS JR	-\$27.00
RICKY & SHARON MASHBURN	-\$137.00
HERBERT CHAMBLIN	\$84.00
MICKEY & LANA GRAY	\$15.00
STEVE & TERESA PURCELL	\$114.00
STEVE & TERESA PURCELL	-\$149.00
CLARK SERVICE	-\$26.00
ROBERT GARNER	-\$113.00
J R STORY & KEVIN	-\$74.00
JERRY FLEEMAN	-\$69.00
JERRY FLEEMAN	\$27.00

2008 DOUBLE & ERROR LISTING

JIMMY CLIFTON	\$45.00
RICHARD CAMPBELL	\$207.00
IMA NELL CLIFTON ESTATE	\$126.00
NEW LIFE REBUILDERS	-\$33.00
DAN & FRANKIE PATRICK	\$161.00
ELBERT HUNT	-\$51.00
TURNPIKE TIRE	-\$348.00
GINA BETH JOHNSON	-\$164.00
CHARLES JERRY & MELINA GOWEN	-\$93.00
J H & GRACE KIDD	\$372.00
PAUL S FERNALD	\$495.00
RAYMOND & BONNIE WHITLEY	\$327.00
HERBERT CHAMBLIN	\$153.00
SMITH T L CONSTRUCTION	-\$159.00
DAN & FRANKIE PATRICK	-\$161.00
TERRY & BEVERLY MCDOW	\$6.00
ELI & POLLY ZOOK	\$45.00
JAMES T GREEN	\$15.00
HIDDEN TREASURES	-\$24.00
GRAY'S CARPET & FLOOR FINISHER	-\$29.00
PERRY'S PET GROOMING	-\$10.00
LANCASTER INC	-\$20.00
OVER THE TOP ROOFING & REPAIRS	-\$22.00
CHRIS'S DRYWALL	-\$20.00
LLOYD CARROLL	\$6.00
JOHN & NELDA ELEDGE	\$33.00
ALL CENTRAL HVAC ELECTRICAL & PLUMBING	-\$22.00
ARTISTIC WALL SYSTEMS	-\$28.00
BYRD TIM ENTERPRISES	-\$175.00
RICK'S ELECTRICAL	-\$43.00
FRANCES DAVIS	\$33.00
CINGULAR WIRLESS	-\$147.00
SONDRA NEWTON	\$6.00
SOUTHERN HEADLINERS & UPHOLSTERY	-\$20.00
D R P LOCKOUT SERVICE	-\$22.00
COLDWATER CONSTRUCTION	-\$22.00
CHARLES WAYNE HOOD	-\$57.00
M E S ENTERPRISES INC	-\$32.00
JIMMY CLIFTON	\$42.00
RANDALL DAVID & DONNA WRAY MIX ESTATE	\$51.00
TIM & MARSHA LANNING	\$24.00
JAMES I GREENE	\$15.00
THERESA ODEM	\$195.00
GENE ELLIS & MELBA GAIL STAGGS	\$12.00
JACOB J & SARAH HOSTETLER	\$156.00
CHRISTOPHER RUSS	\$37.00
JACKIE GLEN LITRELL	\$125.00
SHELLEY'S ON THE SQUARE	\$56.00
H D & MARIE ELLIS	-\$139.00
JESSIE MAE DOVER	\$24.00

2008 DOUBLE & ERROR LISTING

BOBBY M & JOYCE LANCE	\$42.00
GALLOWAY CONSTRUCTION	-\$142.00
CLARENCE & DORRIS POTTS	\$108.00
KEVIN & SANDRA SHERRELL	\$36.00
LAWRENCEBURG CHILD DEVELOPMENT	-\$255.00
KINGPIN LANES	-\$164.00
BOBBY & JOYCE LANCE	\$15.00
TN VALLEY LUMBER CO, INC.	-\$155.00
GOT STYLE-PAULA RAYMOND	-\$18.00
HANDY ANDY MARKET & DELI	-\$313.00
HANNAH'S HARDWOOD	-\$20.00
J & D CONSTRUCTION	-\$18.00
DALY COMMUNICATION	-\$55.00
PAUL MCGUIRE	-\$212.00
JOSEPH & MATTIE GINGERICH	\$159.00
TEA PARTIES & MUD PUDDLES	-\$18.00
JOSEPH & MATTIE GINGERICH	\$12.00
BONEE JOSH CONSTRUCTION	-\$20.00
JOSEPH & MATTIE GINGERICH	-\$159.00
LAWRENCE COUNTY SPINAL DEPRESSION CLINIC	-\$18.00
THE ESTATE OF CHARLES WILLIAM LEIGHTON	\$132.00
ELIN & POLLY A ZOOK	\$24.00
WOODS HOME & LAWN MAINT	-\$160.00
SAM & MARY HOSTETLER	\$96.00
CROCKETT UROLOGY	-\$18.00
JAMES T GREEN	\$6.00
JOHN E VARBLOW JR	\$51.00
MARK & MELODY MCKISSACK	\$804.00
SAM & MARY HOSTETLER	-\$96.00
BILLY ROBERTSON ESTATE	\$90.00
CHRIS HOGAN	-\$76.00
COLE'S VINYL SIDING	-\$24.00
EDWARD'S RANDY NEW BEGINNINGS	-\$18.00
BOB'S TRADING POST	-\$22.00
SAMUEL & LEAH YODER	\$159.00
COMPUTER SOLUTIONS	-\$41.00
JANE ODEM WRIGH	\$24.00
JAMES & DOROTHY TRIMMER	\$192.00
BILLY & ROSE ROBERTSON	\$24.00
FRANK & GENEVA SCHAKE	\$393.00
TIMOTHY & PATRICIA J MCDONALD	\$84.00
ELMER & PEGGY ANN COOK	\$93.00
ENOS L & MARY HERSHBERGER	\$12.00
DOYLE GENE PERRY	\$33.00
JOHN E VARBLOW JR	\$51.00
JAMES BELEW & JANICE GRAY	\$72.00
EARL & MARTHA WEBB	\$360.00
GRYME ENT	-\$20.00
FRANK & GENEVA SCHAKE	-\$393.00
ROSE CONSTRUCTION	-\$24.00

**Report on Delinquent Real Estate taxes and Public Utilities for the 2008 tax year
were filed with the Clerk & Master on April 1, 2010.**


Cindy Benefield, Trustee

Filed with County Clerk on April 14, 2010.

FILED

APR 14 2010

LAWRENCE COUNTY CLERK

LAWRENCE COUNTY TN RESOLUTION NO: 2010052504

Resolution to approve Doubles and Errors Report for 2008 taxes

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			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.		X	X			X	
17	Spearman, Bert	X		X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052505

RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR A LITTER AND TRASH COLLECTING GRANT FOR FY 2010-2011 FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT.

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

WHEREAS, the contract for the Grant for FY 2010-2011 will impose certain legal obligations upon Lawrence County.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that:

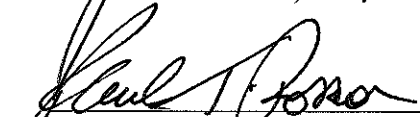
1. That the County Executive, Paul Rosson, of Lawrence County is authorized to apply on behalf of Lawrence County for a Litter and Trash Collecting Grant for FY 2010-2011 from the Tennessee Department of Transportation.
2. That should said application be approved by the Tennessee Department of Transportation, then County Executive Paul Rosson of Lawrence County is authorized to execute contracts or other necessary documents, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Lawrence County.

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

Passed this 25th day of May, 2010.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2010052505

Resolution authorizing submission of an application for a Litter and Trash Collecting Grant for FY 2010-2011 from the Tennessee Department of Transportation and authorizing the acceptance of said grant

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			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.		X	X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052506

RESOLUTION TO ADOPT THE STRATEGIC
ECONOMIC DEVELOPMENT PLAN

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that:

SECTION 1. The Lawrence County Legislative Body declares that the county has adopted a five-year strategic economic development plan to be updated annually.

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

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

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

Passed this 25th day of May, 2010.

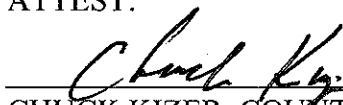


JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK
SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2010052506

Resolution to adopt the Strategic Economic Development Plan

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			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.		X	X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052507

RESOLUTION TO AFFIRM COMPLIANCE WITH FEDERAL TITLE VI
REGULATIONS

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Legislative Body of Lawrence County meeting in regular session this 25th day of May, 2010, that:

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

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

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

Passed this 25th day of May, 2010.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2010052507

Resolution to affirm compliance with Federal Title VI Regulations

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	Burks, William T.			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.	X		X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.		X	X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052508

RESOLUTION TO APPOINT MEMBERS TO THE LAWRENCE COUNTY
REGIONAL PLANNING COMMISSION

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

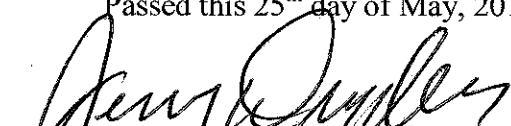
WHEREAS, that said Resolutions provide that the members of the Lawrence County Regional Planning Commission shall be appointed by the County Executive, subject to confirmation by the County Legislative Body.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the following individual is hereby appointed to the Lawrence County Regional Planning Commission with the terms set forth beside his name:

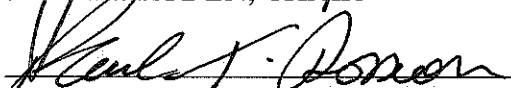
<u>Name</u>	<u>Term</u>
Charles Robertson	4 years

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

Passed this 25th day of May, 2010.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2010052508

Resolution to appoint members to the Lawrence County Regional Planning Commission

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			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert	X		X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052509

RESOLUTION TO CHANGE THE SPEED LIMIT ON OLD MILITARY ROAD

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

WHEREAS, the Lawrence County Legislative Body deems that the public safety requires that the speed limit on Old Military Road from Marcella Falls Road to Freedom Road be changed to 45 miles per hour.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the speed limit on Old Military Road from Marcella Falls Road to Freedom Road be changed to 45 miles per hour.

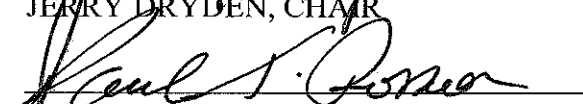
BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the County Road Superintendent for Lawrence County is hereby requested to erect appropriate signs to reflect that the speed limit is 45 miles per hour on Old Military Road from Marcella Falls Road to Freedom Road and to erect appropriate traffic control devices.

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

Passed this 25th day of May, 2010.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: DELANO BENEFIELD

LAWRENCE COUNTY TN RESOLUTION NO: 2010052509

Resolution to change the speed limit on Old Military Rd

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			X	
12	Hill, Richard L.	X		X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052510A

RESOLUTION TO CHANGE THE SPEED LIMIT ON DRY WEAKLEY ROAD

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

WHEREAS, the Lawrence County Legislative Body deems that the public safety requires that the speed limit on Dry Weakley Road from Highway 43 to James Road be changed to 45 miles per hour.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the speed limit on Dry Weakley Road from Highway 43 to James Road be changed to 45 miles per hour and from James Road to Mint Springs Road to 30 miles per hour.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the County Road Superintendent for Lawrence County is hereby requested to erect appropriate signs to reflect that the speed limit is 45 miles per hour on Dry Weakley Road from Highway 43 to James Road and from James Road to Mint Springs Road to 30 miles per hour and to erect appropriate traffic control devices.

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

Passed this 25th day of May, 2010.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: RONNIE BENEFIELD

LAWRENCE COUNTY TN RESOLUTION NO: 2010052510

Amend to include 30 mph speed limit from James Road to Mint Springs Rd

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			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

LAWRENCE COUNTY TN RESOLUTION NO: 2010052510

Amended Resolution to change the speed limit on Dry Weakley Road

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			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052511

RESOLUTION EXEMPTING LAWRENCE COUNTY FROM THE APPLICATION
OF STATEWIDE STANDARDS FOR ONE FAMILY AND TWO FAMILY
DWELLINGS AS SET FORTH IN T.C.A. § 68-120-101 WITHIN THE
JURISDICTIONAL BOUNDARIES OF LAWRENCE COUNTY BUT OUTSIDE ANY
MUNICIPALITY LOCATED WITHIN LAWRENCE COUNTY

WHEREAS, the Tennessee State Legislature by Chapter 529 of the Acts of 2009 amended T.C.A. § 68-120-101 to provide that the State Fire Marshall shall promulgate rules establishing minimum statewide building construction safety standards and that beginning July 1, 2010, such standards shall apply to municipal, county, state and private buildings, including one-family and two-family dwellings unless otherwise provided by statute; and

WHEREAS, Chapter 529 of the Acts of 2009 further provides as follows:

(B)(i) Notwithstanding subdivision (b)(1)(A), the standards established pursuant to subsection (a) relative to one-family and two-family dwellings do not apply in any county or municipality in which the legislative body of the county or municipality, by a two-thirds (2/3) vote, adopts a resolution to exempt the county or municipality, as appropriate, from the application of statewide standards for one-family and two-family dwellings within the jurisdictional boundaries of the county or municipality, as appropriate; provided, however, any action by the county legislative body concerning the implementation of this subdivision (b)(1)(B)(i) shall be limited to the jurisdictional boundaries outside any municipality located within such county. Upon approving the resolution, the presiding officer of the legislative body shall notify the state fire marshal of the actions taken hereunder.

(ii)(a) An initial resolution following July 1, 2009, may be adopted by a county or municipal legislative body to take effect on July 1, 2010, or at a later date stated in the resolution.

(b) A resolution adopted pursuant to subdivision (b)(1)(B)(ii)(a) or the adoption of any other resolution, shall expire one hundred eighty (180) days following the date of the election for the local legislative body next occurring following the adoption of the resolution, but an earlier expiration date may be stated in the resolution.

(C) The governing body of any such county or of a municipality located in any such county which has taken the action pursuant to subdivision (b)(1)(B) is authorized to reverse such action by adopting a resolution to apply the provisions of subsection (a) with respect to one-family and two-family dwellings within the jurisdictional boundaries of the municipality or county, as appropriate; provided, that, any action by the county legislative body concerning its actions shall be limited to the jurisdictional boundaries outside any municipality located within such county. The presiding officer of the governing body shall notify the state fire marshal of the approval of the resolution.

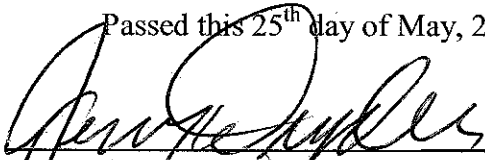
WHEREAS, it is the desire of Lawrence County Legislative Body to exempt the application of statewide standards for one-family and two-family dwellings within the jurisdictional boundaries of Lawrence County but outside any municipality located within Lawrence County.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that Lawrence County hereby exempts Lawrence County from the application of statewide standards as set forth in T.C.A. § 68-120-101 for one-family and two-family dwellings within the jurisdictional boundaries of Lawrence County but outside any municipality located within Lawrence County.

BE IT FURTHER RESOLVED that the County Clerk is directed to transmit a certified copy of this Resolution to the Tennessee State Fire Marshall of this action taken by the Lawrence County Legislative Body.

BE IT FURTHER RESOLVED that this Resolution is to take effect on July 1, 2010.

Passed this 25th day of May, 2010.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: RICK HILL, BOBBY CLIFTON, SANDRA HYATT

LAWRENCE COUNTY TN RESOLUTION NO: 2010052511

Resolution exempting Lawrence County from the application of statewide standards for one-family and two-family dwellings as set forth in TCA 68-120-101 within the jurisdictional boundaries of Lawrence County but outside any municipality located within Lawrence County

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			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			X	
14	Putman, Jerry N.					X	X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.	X		X			X	
TOTAL				17	0	1	18	0

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

RESOLUTION NO. 2010052512

RESOLUTION APPROVING THE REMOVAL OF CERTAIN DELINQUENT
ACCOUNTS RECEIVABLE FROM THE BOOKS AND RECORDS OF THE
LAWRENCE COUNTY AMBULANCE SERVICE

WHEREAS, the Lawrence County Ambulance Service has certain accounts with unpaid balances from the fiscal years 2003 through 2007; and

WHEREAS, even though the Lawrence County Ambulance Service and the Lawrence County Office of Accounts and Budgets has made diligent efforts to collect on the aforesaid unpaid accounts, it is apparent that further collection efforts are futile; and

WHEREAS, the policies and procedures of the Lawrence County Ambulance Service, as adopted by the Lawrence County Legislative Body, require the Budget Office to refer action on delinquent accounts to the Public Safety Committee where a recommendation will be made to the County Legislative Body; and

WHEREAS, the policies and procedures of the Lawrence County Ambulance Service also provide that the Public Safety Committee may discharge debt on a case by case basis upon becoming hardships or other charity cases and such committee will make recommendations to the Lawrence County Legislative Body that the debt be discharged; and

WHEREAS, the Public Safety Committee has recommended to remove and/or discount the accounts receivable on the attached list marked Exhibit A and the hardship and/or charity cases on the attached list marked as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the Lawrence County Office of Accounts and Budgets has the approval of the Lawrence County Legislative Body to remove and/or discount the unpaid and delinquent accounts set forth on Exhibits A and B from books and records of the Lawrence County Ambulance Service.

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

Passed this 25th day of May, 2010.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: PUBLIC SAFETY COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2010052512

Resolution approving the removal of certain delinquent accounts receivable from the books and records of 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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.				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			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.		X	X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.	X		X			X	
TOTAL				15	3	0	18	0

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

RESOLUTION NO. 2010052513

RESOLUTION TO AMEND THE 2009-2010 LAWRENCE COUNTY BUDGET TO
PROVIDE A DONATION TO THE JOINT ECONOMIC AND COMMUNITY
DEVELOPMENT BOARD OF LAWRENCE COUNTY FOR THE PURPOSE OF
ECONOMIC DEVELOPMENT IN LAWRENCE COUNTY

WHEREAS, on or about March 10, 2010, Modine Manufacturing, Inc. of Racine, Wisconsin, announced it is expanding its manufacturing operation in Lawrenceburg, Lawrence County, Tennessee; and

WHEREAS, the expansion will create approximately 200 new jobs in Lawrence County providing current economic conditions remain the same; and

WHEREAS, Lawrence County is applying for a Fast Track grant through the Tennessee Department of Economic and Community Development in the sum of \$750,000.00 and subject to the approval of the Lawrence County Legislative Body, the County has committed a \$100,000.00 investment in this economic development; and

WHEREAS, the City of Lawrenceburg, the Lawrenceburg Utility Systems and the 21st Century Council of Lawrence County, Inc. have each committed to a like investment in this economic development; and

WHEREAS, the Joint Economic and Development Board of Lawrence County is committed to economic development and the support of local businesses, industries and the program of work that is developed by the Lawrence County Chamber of Commerce.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the Lawrence County budget is amended to provide for a \$100,000.00 donation out of the General Fund to the Joint Economic and Development Board of Lawrence County.

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

Passed this 25th day of May, 2010.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2010052513

Resolution to amend the 2009-2010 Lawrence County Budget to provide a donation to the Joint Economic and Community Development Board of Lawrence County for the purpose of Economic Development in Lawrence County

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	Burks, William T.			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			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				16	2	0	18	0

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

RESOLUTION NO. 2010052514

RESOLUTION TO AMEND RESOLUTION NO. 2010033013 TO PROVIDE MATCHING FUNDS FOR VARIOUS GRANTS RECEIVED BY THE LAWRENCE COUNTY VOLUNTEER FIRE DEPARTMENTS AND MEMBERS THEREOF

WHEREAS, by Resolution No. 2010033013, enacted March 30, 2010, the Lawrence County Legislative Body approved Lawrence County providing certain matching funds to various volunteer fire departments in Lawrence County; and

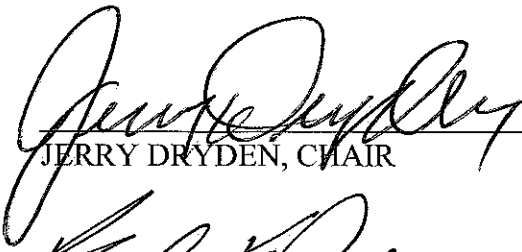
WHEREAS, the following entities have received or are entitled to receive a FEMA grant as set forth below:

<u>Entity</u>	<u>Grant</u>	<u>Required Match</u>
Gandy Fire Department		
Airtanks	\$ 97,250.00	\$ 4,862.00
New Tanker	\$200,000.00	\$10,000.00
Ethridge Fire Department		
Forestry	\$ 5,950.00	\$ 2,975.00
Center Point Fire Department		
Equipment	\$ 38,200.00	\$ 1,910.00
New Prospect Fire Department		
Equipment	\$ 61,700.00	\$ 3,085.00
Southeast Fire Department		
Fire truck	<u>\$165,000.00</u>	<u>\$ 8,250.00</u>
Total	\$568,100.00	\$31,082.00

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

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that there is hereby appropriated the sum of \$31,082.00 from Fund 119, with any shortage in Fund 119 to come from the General Fund, to provide the various entities named above the amount of the required match so that said entities may receive said grant funds.

This Resolution shall take effect upon its passage, the public welfare requiring it.
Passed this 25th day of May, 2010.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2010052514

Resolution to amend Resolution No. 2010033013 to provide matching funds for various grants received by the Lawrence County Fire Departments and members thereof

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	Burks, William T.			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.		X	X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.	X		X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

Bobby Clifton originally voted to PASS but changed his vote to AYE.

RESOLUTION NO. 2010052515

RESOLUTION TO HONOR AND THANKING RONNIE McMASTERS, MAYOR OF
THE CITY OF LORETTO, FOR HIS MANY YEARS OF SERVICE TO LORETTO
AND LAWRENCE COUNTY

WHEREAS, Ronnie McMasters has served the City of Loretto and Lawrence County for many years with honor and integrity.

WHEREAS, during his time in office as Mayor, Ronnie McMasters made numerous progressive improvements to the City of Loretto. These improvements include the addition of the new sports complex, a new water plant and spring and water tank, a new fire hall and police station, miles of new water lines in partnership with the county, industrial and community development growth in partnership with the county and other municipalities, the growth of Loretto's industrial park, all city streets being hot mixed, a new sewer system being installed and all of highway 43 being paved through Loretto.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the county Legislative Body recognizes and honors Mayor Ronnie McMasters for his tireless work and strong progressive leadership to the City of Loretto and Lawrence County.


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

Passed this 25th day of May, 2010.


JERRY DRYDEN, CHAIR


PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:


CHUCK KIZER, COUNTY CLERK

SPONSOR: CHRIS D. JACKSON

LAWRENCE COUNTY TN RESOLUTION NO: 2010052515

Resolution to honor and thanking Ronnie McMasters, Mayor of the City of Loretto, for his many years of service to Loretto and Lawrence County

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	Burks, William T.			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.		X	X			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.	X		X			X	
TOTAL				18	0	0	18	0

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

LAWRENCE COUNTY COMMISSION
May 25, 2010 Regular Session

NOTARY LIST

Applicant	Bonding Agent / Individuals
Donna Rosson	Insurance Bond
Tiffany D. Faulkner	Debra Smith/Randy Hillhouse
Carol A. Lyons	Insurance Bond
Regina McCrory	Insurance Bond
George Barturen	Insurance Bond
Chris D. Jackson	Insurance Bond
Pamela K. Clayton	Insurance Bond
Lana Roloff	Insurance Bond
Debbie Hardy	Insurance Bond
Peggy Morris	John H. Fleeman/Kay Bowden
Vivian Freemon	Insurance Bond
Marianne Marks	Insurance Bond
Elizabeth A. Bosheers	Insurance Bond
Donya G. Golden	Insurance Bond
Julie K. Yokley	Insurance Bond
Beverly J. White	Insurance Bond
Beverly H. Philpot	Insurance Bond

LAWRENCE COUNTY TN
 May 25, 2010 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			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.	X		X			X	
TOTAL				18	0	0	18	0

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

**LAWRENCE COUNTY TN
SUSPEND THE RULES**

- 16. Res to fund water line ext on Killen Branch Rd approximately 5,000 ft
- 17. Res auth LC Hwy Dept to enter into lease purchase agreement for RM-300 Reclaimer Mixer
- 18. Res to donate surplus vehicle to Ethridge Volunteer Fire Department
- 19. Res to change speed limit on Beasley Road

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			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert	X		X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052516

RESOLUTION TO FUND WATER LINE EXTENSION ON KILLEN BRANCH
ROAD APPROXIMATELY 5,000 FEET

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

WHEREAS, the City of Loretto estimates the expense of extending the waterline on Killen Brach Road for approximately 5,000 feet at approximately \$16,080.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the Lawrence County Legislative Body hereby approves the expenditure of \$16,080.00 for the City of Loretto to extend the waterline on Killen Branch Road for approximately 5,000 feet.

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

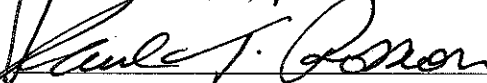
BE IT FURTHER RESOLVED that no such disbursement to a municipality or a utility district shall be made until the County Executive has confirmed that the planned waterline extension has been approved by the State of Tennessee.

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

Passed this 25th day of May, 2010.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2010052516

Resolution To Fund Water Line Extension On Killen Branch Road Approximately
5,000 Feet

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	Burks, William T.			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.	X		X			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.		X	X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052517

RESOLUTION AUTHORIZING LAWRENCE COUNTY HIGHWAY DEPARTMENT TO ENTER INTO A LEASE PURCHASE AGREEMENT WITH CATERPILLAR FINANCIAL SERVICES CORPORATION FOR RM-300 RECLAIMER MIXER

WHEREAS, Lawrence County Highway Department (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Tennessee (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar Financial Services Corporation, the form of which has been presented to the governing body of the Governmental Entity at this meeting:

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that:

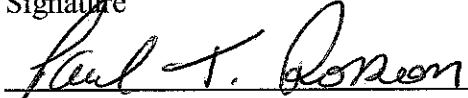
Section 1. Approval of Documents. The form, terms and provisions of the Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Agreement and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing


power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution.

Name	Title	Signature
Paul Rosson	County Executive	

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

Passed this 25th day of May, 2010.



JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: PAUL ROSSON

GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT

Lessee: LAWRENCE COUNTY HIGHWAY
DEPARTMENT
Address: 520 CRESCENT FACTORY RD
City: LAWRENCEBURG
State/ Zip TN 38464-2058

Lessor: Caterpillar Financial Services Corporation
Address: 2120 West End Avenue
City: Nashville
State/Zip: Tennessee 37203-0001

This Governmental Equipment Lease/Purchase Agreement is dated as of June 1, 2010 (the "Agreement").

1. LEASE PAYMENTS; CURRENT EXPENSE. Lessee agrees to pay the lease payments (the "Lease Payments") with respect to this Agreement during the term hereof in the amounts and on the dates specified below. A portion of each Lease Payment is paid as and represents the payment of interest and the balance of each Lease Payment is paid as and represents payment of principal. Lessor is authorized to insert the due dates of the Lease Payments and any other information that should be added hereto in order for this Agreement to reflect the specific agreements of the parties hereto. All Lease Payments shall be paid to Lessor without notice or demand at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Lease Payments exclusively from moneys legally available therefor, in lawful money of the United States of America. The obligations of Lessee, including its obligation to pay the Lease Payments due in any fiscal year, shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the constitution and laws of the State in which Lessee is located (the "State"). Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Paragraph) owing hereunder. EXCEPT AS PROVIDED IN PARAGRAPH 4, LESSEE'S OBLIGATIONS TO MAKE THE PAYMENTS TO LESSOR IN THE AMOUNTS REQUIRED HEREBY ARE ABSOLUTE AND UNCONDITIONAL. LESSEE FURTHER EXPRESSLY AGREES THAT IT WILL MAKE ALL SUCH PAYMENTS TO LESSOR REGARDLESS OF, AND WILL NOT ASSERT AGAINST LESSOR, ANY DEFENSE, CLAIM, SETOFF, OR COUNTERCLAIM OR OTHER RIGHT, EXISTING OR FUTURE, WHICH LESSEE MAY HAVE AGAINST THE LESSOR OR ANY OTHER PERSON OR ENTITY FOR ANY REASON. As used in this Agreement, "Payments" shall mean the Lease Payments and any other amounts required to be paid by Lessee hereunder.

Lease Payments shall be paid by Lessee to Lessor as follows: \$65,699.07 will be paid in arrears and the balance of the Lease Payments is payable in 4 successive annual payments of which the first 3 payments are in the amount of \$65,699.07 each, and the last payment is in the amount of \$65,700.07 plus all other amounts then owing hereunder, with the first Lease Payment due on June 1, 2011 and subsequent Lease Payments due on a like date of each year thereafter until paid in full. If Lessor does not receive a Lease Payment on the date it is due, Lessee shall pay to Lessor, on demand a late payment charge equal to the lesser of five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less.

The portion of the Lease Payments constituting principal shall bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.95% per annum.

2. SECURITY INTEREST. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the items of equipment (the "Equipment") described below. In order to secure all of its obligations hereunder, Lessee hereby: (a) grants to Lessor a first and prior security interest in any and all right, title, and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom and (b) agrees to do any further act and hereby authorizes the filing of such financing statements, or to execute and deliver such certificates of title, notices or acknowledgement or other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest. Lessee at its expense will protect and defend Lessor's security interest in the Equipment and will keep the Equipment free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

Description of Unit(s)

(1) New RM-300

Caterpillar Road Reclaimer

Serial#

BWR00410

Lessee confirms that it has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish during the term of this Agreement. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the scope of Lessee's authority and not in any trade or business carried on by a person other than Lessee.

3. WARRANTIES. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT. AS TO LESSOR, LESSEE'S LEASE AND PURCHASE OF THE EQUIPMENT SHALL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Lessee shall enforce all warranties, agreements and representations, if any, with regard to the Equipment against the maker of such warranties. Except pursuant to an amendment as provided herein, no person is authorized to waive or alter any term or condition of this Agreement.

4. NONAPPROPRIATION. Lessee covenants and represents to Lessor that (a) Lessee will, to the extent permitted by State law include in its budget for each successive fiscal year during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, (b) Lessee has budgeted and has available for the current fiscal year sufficient funds to comply with its obligations under this Agreement and (c) there are no circumstances presently affecting Lessee that could reasonably be expected to adversely affect its ability to budget funds for the payment of sums due hereunder. Notwithstanding any provision of this Agreement to the contrary, Lessor and Lessee agree that in the event that prior to the commencement of any of Lessee's fiscal years Lessee does not have sufficient funds appropriated to make the Payments due hereunder for said fiscal year, Lessee shall have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving Lessor sixty (60) days prior written notice of its intent to cancel this Agreement. No later than the last day of the last fiscal year for which appropriations were made for the Payments due hereunder (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment, at Lessee's sole expense, in accordance with Paragraph 18, and this Agreement shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the Lease Payments beyond such fiscal year, provided, that Lessee shall pay all Lease Payments and other Payments for which moneys have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set by lessor for each month or part thereof that Lessee fails to return the Equipment. To the extent lawful and permitted by public



policy, Lessee agrees it will not terminate this Agreement under the provisions of this Paragraph 4 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal year in which termination occurs or the next succeeding fiscal year.

5. TAX WARRANTY. Lessee is validly existing as a body corporate and public instrumentality of the State with the power and authority to enter into this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. Lessee shall, at all times, do and perform all acts and things necessary and within its control in order to assure that the interest component of the Lease Payments received by the Lessor shall, for the purposes of Federal income taxation, be excluded from the gross income of the Lessor and shall not take or permit any act or thing that could cause the interest component of the Lease Payments received by the Lessor to be included in the gross income of the Lessor for the purposes of Federal income taxation. The Equipment will not be used in any trade or business carried on by a person other than Lessee. Lessee will report this Lease Purchase to the Internal Revenue Service by filing Form 8038G, 8038C or 8038 whichever is applicable. Failure to do so will cause the agreement to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to the equivalent taxable interest rate.

6. ASSIGNMENT. Lessee may not, without Lessor's written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of its right, title and interest in and to this Agreement and the Equipment and/or grant or assign a security interest herein, in whole or in part. Lessor may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of its right, title and interest in and to this Agreement and the Equipment and/or grant or assign a security interest herein, in whole or in part.

7. INDEMNITY. To the extent permitted by law, Lessee assumes liability for, agrees to and does hereby indemnify, protect and hold harmless Lessor and its agents, employees, officers, directors, subsidiaries and stockholders from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, storage, leasing or return of any item of Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to accept the Equipment or otherwise to perform or comply with any conditions of this Agreement. The indemnities contained in this Paragraph shall continue in full force and effect notwithstanding the termination of this Agreement. Lessee is an independent contractor and nothing contained in this Agreement shall authorize Lessee or any other person to operate or use any Equipment so as to incur any obligation on behalf of Lessor or impose any liability on Lessor. **Nothing in this Agreement is intended nor should any provision of this Agreement be construed to, limit, waiver, abridge or otherwise modify any rights, claims, or causes of action that the Lessee may have against any person or entity other than Lessor.**

8. LOSS AND DAMAGE. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment or any part thereof from any cause whatsoever. No loss, theft, destruction or damage of the Equipment shall relieve Lessee of the obligation to make Lease Payments or to perform any obligation owing hereunder. In the event of loss, theft, destruction or damage of any kind to any item of the Equipment, Lessee shall immediately notify Lessor and, at the option of Lessor, shall: (a) place the same in good repair, working order and condition (ordinary wear and tear excepted); or (b) replace the same with like equipment in good repair, working order and condition (ordinary wear and tear excepted). The "net proceeds" (as defined in the last sentence of this Paragraph) of any insurance recovery shall be applied to clause (a) or (b) as provided above unless an Event of Default shall have occurred and be continuing in which case the net proceeds shall be paid to Lessor to the extent of, and applied to the amount due and payable to Lessor under this Agreement. Any net proceeds remaining after application of net proceeds in accordance with the preceding sentence shall be paid to, and belong to, Lessee. If the net proceeds of any insurance recovery are insufficient to pay in full for the repair, restoration or replacement of the Equipment, Lessee shall either complete the work to the satisfaction of Lessor, and pay any costs in excess of the net proceeds without any claim for reimbursement or credit from Lessor or pay the then applicable purchase price for the Equipment (as determined by Lessor according to its usual and customary manner) plus all Payments then due and owing hereunder. "Net proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorneys' fees) incurred in the collection of such claim or award.

9. INSURANCE. Lessee agrees to keep the Equipment insured to protect all interests of Lessor, at Lessee's expense, for such risks, in such amounts, in such forms and with such companies as Lessor may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Lessor may (but shall not be obligated to) insure the Equipment at the expense of Lessee. Any insurance policies relating to loss or damage to the Equipment will name Lessor as loss payee as its interests may appear and the proceeds may be applied toward the replacement or repair of the Equipment or the satisfaction of the Payments due hereunder. Any such policies shall contain a provision that they may not be cancelled or the coverage reduced without thirty (30) days prior written notice to Lessor. Any liability insurance policies will name Lessee and Lessor as co-insured and the proceeds shall be applied first to Lessor to the extent of its liability, if any, and the balance to Lessee. Lessee shall furnish certificates, policies or endorsements to Lessor as proof of such insurance. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premiums under any insurance policy issued on the Equipment and hereby assigns to Lessor all of its right, title and interest in and to such insurance policies and the proceeds thereof. If Lessee is self-insured with respect to equipment such as the Equipment, Lessee shall maintain an actuarially sound self-insurance program in form satisfactory to Lessor and shall provide evidence thereof in form and substance satisfactory to Lessor.

10. TAXES, MAINTENANCE AND INSPECTION. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. Nevertheless, if the use, possession or acquisition of the Equipment is determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Equipment. Lessee agrees to use, operate and maintain the Equipment in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Equipment, and shall not rent the same or permit the same to be used by anyone other than Lessee or Lessee's employees. Lessee agrees to keep the Equipment in good repair, working order and condition (ordinary wear and tear excepted) and house the same in suitable shelter, and to permit Lessor or its assigns to inspect the Equipment at any time and to otherwise protect its interests therein. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for the Equipment will be provided by Lessor. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications or attachments to the Equipment that cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. In the event the Equipment is returned to Lessor, the Lessee, at its sole cost and expense, and at the request of Lessor, will remove all alterations, modifications and attachments, and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear and permitted modifications excepted. All replacement parts shall be free and clear of liens of others, and shall become part of the Equipment and subject to the terms hereof.

11. LATE PAYMENTS AND PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR. If (a) any Payment other than a Lease Payment is not paid when due or (b) Lessee fails to perform any of its obligations hereunder and Lessor performs the same for the account of Lessee and incurs expenses, costs, penalties or liabilities in so doing ("Reimbursable Expenses"), Lessee shall pay interest on such Payment from the date due and, with respect to the Reimbursable Expenses, from the date incurred, in each case until paid, at the rate of eighteen (18%) percent per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law).

12. DEFAULT. The following shall constitute an event of default under this Agreement, and the terms "Event of Default" and "default" shall include, whenever they are used in this Agreement, the following: (a) subject to Paragraph 4 hereof, failure by Lessee to pay any Lease Payment or any other Payment required to be paid when due and such failure continues for ten (10) days after the due date thereof, (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Agreement or any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (d) any determination by the United States Internal Revenue Service that the portion of the Payments constituting "interest" is includible in the gross income of Lessor for Federal income tax purposes, or (e) the filing of a petition in bankruptcy by or against Lessee, or failure of Lessee promptly to lift any execution, garnishment, or attachment of such consequences as would impair the ability of Lessee to carry on its governmental functions, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

13. REMEDIES. Whenever any Event of Default shall have occurred, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps: (a) Lessor, may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by Lessee; (b) Lessor may repossess any or all of the Equipment by giving Lessee written notice to deliver the Equipment to Lessor in the manner provided in Paragraph 18, or in the event Lessee fails to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Lease Payments due during the fiscal year then in effect; (c) if Lessor terminates this Agreement and takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes; (iv) all costs and expenses incurred by Lessor to return the Equipment to the condition required by Paragraph 18 hereof; and (v) all Payments whether due or due in the future hereunder. Any disposition proceeds remaining after these disbursements have been made shall be paid to Lessee. In addition, Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations hereunder. Lessor's rights and remedies are cumulative and may be exercised concurrently or separately. No such right or remedy is exclusive of any other right or remedy permitted by this Agreement or by law or in equity.

14. NOTICES. For the purpose of this Agreement any notices required to be given, shall be given to the parties hereto in writing and by certified mail at the address herein set forth, or to such other addresses as each party may substitute by notice to the other, which notice shall be effective upon its receipt.

15. DELIVERY; TITLE. Lessee has advised Lessor of its desire to lease the Equipment, the cost of the Equipment, the expected delivery date and the desired lease terms for the Equipment. Lessee shall order such Equipment and shall cause such Equipment to be delivered pursuant to Lessee's directions. Lessor shall have no liability to Lessee, or to any other person for transportation, delivery or installation of the Equipment. Lessee shall bear the risk of loss with respect to any Equipment. Notwithstanding the designation of Caterpillar Financial Services Corporation as Lessor, Caterpillar Financial Services Corporation shall not own the Equipment. Unless applicable law requires to the contrary, legal title to the Equipment, including, if applicable, any software license component thereof shall, so long as an Event of Default or the termination of this Agreement pursuant to Paragraph 4 hereof has not occurred, and only as provided by law, is in Lessee. Upon the occurrence of an Event of Default or termination of this Agreement pursuant to Paragraph 4 hereof, full and unencumbered legal title to the Equipment shall pass to the Lessor without the necessity of further action by the parties hereto, and the Lessee shall have no further interest therein. In connection with the reversion of title to Lessor, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of Lessee's title and interest therein, and upon request by the Lessor, the Lessee shall deliver possession of the Equipment to the Lessor at Lessee's sole cost and expense and in the condition required by Paragraph 18 hereof.

16. MISCELLANEOUS. This Agreement may not be modified, amended, altered or changed except by a written agreement signed by both parties. In the event any provision hereof shall be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between Lessee and Lessor and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement.

17. JURY TRIAL WAIVER. THE PARTIES TO THIS AGREEMENT HEREBY UNCONDITIONALLY WAIVE, IN A KNOWING AND INTENTIONAL MANNER, THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR RELATED DOCUMENTS, ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THEM.

18. RETURN OF EQUIPMENT. If Lessor is entitled to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (ordinary wear and tear excepted), shall be in good operating order and maintenance as required hereby, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of this Agreement shall remain in full force and effect including, without limitation, Lessee's obligation to pay Lease Payments and to insure the Equipment.

19. OTHER DOCUMENTS. In connection with the execution of this Agreement, Lessee shall cause to be delivered to Lessor (i) an Acceptance Certificate substantially in the form attached hereto as Attachment A; (ii) a certified copy of Lessee's Authorizing Resolution substantially in the form attached hereto as Attachment B, (iii) a Verification of Insurance substantially in the form attached hereto, (iv) an opinion of Lessee's counsel substantially in the form attached hereto as Attachment C, (v) a form 8038 G or 8038 GC as required under the Code, and (vi) any other documents or items required by Lessor.

20. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws, excluding the laws relating to the choice of law, of the State.

Lessee:
LAWRENCE COUNTY HIGHWAY DEPARTMENT

Lessor:
Caterpillar Financial Services Corporation

Signature: Paul T. Rossow

Signature: _____

By: Paul T. Rossow
Print Name

By: _____
Print Name

Title: County Executive

Title: _____

ATTACHMENT A
ACCEPTANCE CERTIFICATE

This Acceptance Certificate is executed and delivered by **LAWRENCE COUNTY HIGHWAY DEPARTMENT** ("Lessee") in connection with the Governmental Equipment Lease-Purchase Agreement dated as of _____ (the "Agreement"), between Lessee and **Caterpillar Financial Services Corporation** ("Lessor").

Lessee hereby certifies that:

1. Capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Agreement.

2. The Equipment: 1 NEW RM-300 Caterpillar Road Reclaimer BWR00410 has been delivered to it, and has been inspected by it, and is in good working order and condition and is of the size, design, capacity and manufacture selected by it and meets the provisions of the purchase orders with respect thereto. Lessee hereby confirms it irrevocably accepts said items of Equipment "as-is, where-is" for all purposes of the Agreement as of the Acceptance Date set forth below.

3. The Equipment will be located at:
520 Crescent Factory Rd. LAWRENCEBURG TN 38464 LAWRENCE

4. The Acceptance Date is _____.

Dated: _____

Lessee:
LAWRENCE COUNTY HIGHWAY DEPARTMENT

Signature: Paul T. Rossion

By: Paul T. Rossion
Print Name

Title: County Executive

VERIFICATION OF INSURANCE

Lessor:
Caterpillar Financial Services Corporation
2120 West End Avenue
Nashville, TN 37203-0001

Lessee:
LAWRENCE COUNTY HIGHWAY DEPARTMENT
520 CRESCENT FACTORY RD
LAWRENCEBURG, TN 38464-2058

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement dated as of _____ (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: _____

Address: _____

Phone No: _____

Agent's Name: _____

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured. with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Lessee:
LAWRENCE COUNTY HIGHWAY DEPARTMENT

Signature: Paul T. Rossion

By: Paul T. Rossion
Print Name

Title: County Executive



LAW OFFICES OF
BOSTON, HOLT, SOCKWELL & DURHAM, PLLC
A PROFESSIONAL LIMITED LIABILITY COMPANY

WM E. BOSTON (1926-2000)
CHARLES W. HOLT, JR.*
BEN BOSTON
CHRISTOPHER V. SOCKWELL**
RYAN P. DURHAM

235 WATERLOO STREET
P.O. BOX 357
LAWRENCEBURG, TN 38464-0357
TELEPHONE (931) 762-7167
FACSIMILE (931) 762-5878

* CERTIFIED RULE 31 MEDIATOR
** ALSO LICENSED IN ALABAMA

May 25, 2010

Caterpillar Financial Services Corporation
2120 West End Avenue
Nashville, TN 37203-0001

Re: Governmental Equipment Lease-Purchase Agreement dated as of May 25, 2010,
by and between Lawrence County Highway Department and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee in connection with the execution and delivery by Lessee of the Governmental Equipment Lease-Purchase Agreement described above, and all related exhibits, attachments and other documents necessary to consummate the transactions contemplated therein (collectively, the foregoing is referred to as the "Lease").

Based upon the foregoing examination and upon an examination of such other documents, records, and certificates and having made such other investigation as I consider necessary to render the opinions herein, I am of the opinion that:

1. Lessee is a political subdivision of the State of Tennessee, duly organized and legally existing as a political subdivision under the Constitution and laws of the State of Tennessee (the "State") with full power and authority to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.

2. The Lease has been duly authorized, executed and delivered by Lessee and, assuming due authorization, execution and delivery thereof by Lessor, constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally, and does not violate any judgment, order, law or regulation applicable to Lessee.

3. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Lease or in any way to contest the validity of the Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my

Caterpillar Financial Services Corporation
May 25, 2010
Page Two

knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease.

4. The authorizations, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State. The appropriation of monies to pay the Lease Payments coming due under the Lease does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

5. The Lessee is within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations and Rulings related thereto, a state or fully constituted political subdivision or agency of a state. The portion of Lease Payments made by Lessee identified as the interest component thereof will not be includable as Federal gross income under applicable statutes, regulations, court decisions and rulings existing on the date of this opinion is not an item of tax preference and consequently will be exempt from present Federal income taxes except to the extent taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

Very truly yours,

BOSTON, HOLT, SOCKWELL & DURHAM, PLLC

Charles W. Holt, Jr.

CWH/pae

Caterpillar Financial Services Corporation
This information completes the document set.
ID: 2563233 05/24/2010 9:41 AMCT

LAWRENCE COUNTY HIGHWAY DEPARTMENT
520 CRESCENT FACTORY RD
LAWRENCEBURG TN 38464-2058
County: LAWRENCE

THOMPSON MACHINERY COMMERCE CORPORATION
1245 BRIDGESTONE BLVD.
LA VERGNE, TN 37086

Description of Equipment:

(1) New

RM-300

Caterpillar Road Reclaimer

BWR00410

For questions regarding the filing of UCC(s) please contact your CFSC representative.

Federal Tax ID# CFSC: 37-1105865

Federal Tax ID# Dealer:

Federal Tax ID# Customer:

FOR CUSTOMERS CLAIMING EXEMPTION FROM SALES AND USE TAX:

AN EXEMPTION CERTIFICATE MUST BE ATTACHED OR ON FILE WITH CFSC. THE CERTIFICATE MUST BE MADE OUT TO "CATERPILLAR FINANCIAL SERVICES CORPORATION"; INCLUDE THE REGISTRATION NUMBER OF THE CUSTOMER FOR THE STATE IN WHICH THE EQUIPMENT IS LOCATED; STATE THE REASON FOR THE EXEMPTION; AND BE SIGNED AND DATED BY A CORPORATE OFFICER OR AUTHORIZED PERSONNEL WITH THE CUSTOMER. TO VERIFY THAT A CERTIFICATE IS ON FILE, CONTACT THE CFSC TAX DEPARTMENT ON 615-341-8451.

List of documents and quantities included in this package:

(1)RPGVCKLST, (1)GOVLEASE, (1)CUVER, (1)EXPTRKLT, (1)GOVACCEPT, (1)GOVAUTH, (1)GOVINS, (1)GOVOPCO,
(1)INVSEP, (1)LTR043, (1)PA0010STD

Comments:

PURCHASE AGREEMENT

This Purchase Agreement, dated as of _____, is between THOMPSON MACHINERY COMMERCE CORPORATION ("Vendor") and Caterpillar Financial Services Corporation ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>		<u>Serial#</u>	<u>Freight</u>	<u>Total Price</u>
(1) RM-300	New Caterpillar Road Reclaimer	BWR00410	\$0.00	\$301,300.93

Lessee:
LAWRENCE COUNTY HIGHWAY DEPARTMENT
 520 CRESCENT FACTORY RD
 LAWRENCEBURG, TN 38464-2058

Subtotal	301,300.93
Tax	0.00
Total Purchase Price	301,300.93

Unit(s) Delivery Point:
 520 Crescent Factory Rd.
 LAWRENCEBURG, TN 38464, LAWRENCE

See next page for additional terms and conditions.

THOMPSON MACHINERY COMMERCE CORPORATION

Caterpillar Financial Services Corporation

(Vendor)

Signature _____

Signature _____

Name (PRINT) _____

Name (PRINT) _____

Title _____

Title _____

Date _____

Date _____



ADDITIONAL TERMS AND CONDITIONS

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.

2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).

3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).

4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.

5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).

6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.

7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.

8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.

9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

THOMPSON MACHINERY

1245 BRIDGESTONE BLVD.

1291 CORPORATE AVENUE

Order Type **Sales Order**

LAVERGNE, TN 37086-1981

MEMPHIS, TN 38132

SALESMAN Mike Luster

Date of order: 19-Apr-10

STORE

LaVergne 00

PURCHASER Seller agrees to sell and Purchaser agrees to buy the following described equipment (the "Equipment") on terms and conditions herein set forth, and subject thereto, including those printed on the reverse side hereof, and made a part hereof. Invoice to:

NAME	LAWRENCE COUNTY HIGHWAY DEPT	TYPE: CORPORATION	<input type="checkbox"/>	CUST. NUMBER	504925
ADDRESS	520 CRESENT FACTORY RD 0	PARTNERSHIP	<input type="checkbox"/>	P. O. NUMBER	3029
CITY	LAWRENCEBURG	INDIVIDUAL	<input type="checkbox"/>	AGR. NUMBER	
COUNTY	LAWRENCE	SHIP VIA: TMCC	<input type="checkbox"/> XXX	SIC CODE	205 Paving and Res
STATE	TN	CUST. TRK.	<input type="checkbox"/>	REASON CODE	S
ZIP CODE	38464-2058	OTHER	<input type="checkbox"/>	SHIP DATE	
				INVOICE DATE	

SHIP TO (If different from above put Name & Address)

F.O.B. POINT: Sellers Place of Business or

DESCRIPTION	N/U	S/N	PRICE
One new Caterpillar RM-300 reclaimer / mixer with climate controlled cab, universal rotor, rear wheel power assist, drivetrain shear disc, hydraulic front door, ROPS/FOPS Working lights, Roading lights, Warning beacon, mirror package, powertrain guard and all other standard equipment and as per bid quote dated 4/15/2010.	New	BWR00410	\$ 367,000.00
Additional Purchased Warranties: EPTW Yes <input type="checkbox"/> XXX <input type="checkbox"/>			Sub Total \$ 367,000.00
Note: Warranty service does not include mileage charges No <input type="checkbox"/>			Down Payment \$ -
Other/Explain: 12 month standard, 36 month hydraulic, 72 month powertrain (or 5,000 hours)			Total \$ 367,000.00

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received I/we hereby bargain and sell, grant and deliver unto Thompson Machinery the following described equipment:

Mfg. & Model	S/N	Yr. Model	
Description	Agreed Value		\$ -
Location	Less amount of lien on trade-in		\$ -
Pay off to (if any)	Net trade-in		\$ -

SALES TAX AFFIDAVIT		I/We hereby certify that there is no lien, claim, debt, mortgage, or encumbrance of any kind, nature or description against this property now existing of record or otherwise and that same is free and clear and is my/our sole and absolute property except for such prior encumbrances as described above.	
Purchaser certifies that the above purchased Equipment as described will be used to:	Sales tax No. _____ which I understand will carry a sales tax rate of 0%	Date	
I hereby agree to satisfy any legal claim made by any state tax authority for additional sales tax should a dispute arise as to the use of the Equipment or the amount of tax asset.	Purchaser's Initials	Purchaser's Initials	
(Certification required if non taxable)	Insurance: All risk insurance, if extended payments are indicated is to be provided at Purchaser's expense as indicated below by Purchaser's initials.	Net Difference	\$ 367,000.00
Terms of sale \$65,699.07 down pmt to Thompson Machinery then, 5 annual payments, in arrears, to Cat Financial	Purchaser will furnish	Freight	\$ -
Miscellaneous first 4 of which are \$65699.07 each, the fifth and final payment, due approximately June 1, 2015	Seller will furnish	Insurance	\$ -
UCC1 & documentation fee of \$719.75 due at lease signing, payable to Cat Financial.		Other	\$ -
		Sub Total	\$ 367,000.00
		Single Article Tax	\$ -
		State Sales Tax	\$ -
		Local Sales Tax	\$ -
		Total	\$ 367,000.00
		Recording Fees	\$ -
		Amount to Finance	\$ -

NOTICE TO PURCHASER

- Do not sign this contract before you read it or if not fully completed.
- The purchaser acknowledges that the warranty on the reverse side hereof was read and understood by the Purchaser and that he accepts and agrees to the provisions therein.
- The Purchaser further acknowledges that he has been asked to read this entire contract and acknowledges receipt of a true copy at the time of its execution.
- Equipment is sold "as is" unless otherwise stated.

PURCHASER

Name LAWRENCE COUNTY HIGHWAY DEPT

Official use only	Accepted: Thompson Machinery Commerce Corporation
SM _____ By: _____	
CM _____ Title _____	
CC _____ Date _____	

By: per above-referenced purchase order #3029
 Title _____
 OWNER, PARTNER, OFFICER (IF OFFICER GIVE EXACT TITLE)
 Date _____

GENERAL TERMS AND CONDITIONS OF CUSTOMER'S ORDER

The conditions and terms stated below, together with the agreement set forth on the reverse side hereof, and the simultaneously executed warranty agreement, constitute the entire agreement between the parties named therein.

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
 2. This order when accepted shall become a binding contract between the parties. Seller shall be excused from performance in the case of strike, lockouts, accidents, fire, delays in manufacture, transportation or delivery of material, acts of God, action of the Government, and other causes beyond control of the Seller from and any such causes, whether or not similar to any of the causes specifically enumerated: shall absolutely absolve the Seller from any liability to the Purchaser under the terms hereof.
 3. Unless the Equipment is paid for in full in cash at the time of delivery, Purchaser grants to Seller a security interest in such Equipment within the meaning of the Uniform Commercial Code together with all and any substitutions, additions or accessions, and in any and all proceeds from the sale, exchange or disposal thereof, Purchaser must execute and deliver to Seller a Financing Statement, or statements, and a Security Agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest of the Seller. In event Purchaser fails to enter into such Security Agreement with the Seller, the entire balance of the purchase price shall at Seller's option become due and payable, and the Seller shall have all remedies available to him provided for and set out in the Uniform Commercial Code, and at Seller's option this order may be treated by Seller as a Security agreement. Purchaser further agrees to execute and deliver to Seller any other Notes, or evidences of indebtedness that may be required by the Seller. However, any Note taken herewith shall evidence Indebtedness only and is not to be considered or construed to be payment for said Equipment, inclusion of proceeds herein does not authorize Purchaser to sell or otherwise dispose of subject Equipment.
 4. Claims for shortage in shipments must be made within fifteen (15) days from receipt of shipment. The Seller's responsibility for shipments ceases upon delivery to a transportation company and all claims for shortage or damages accruing thereafter must be made by the Purchaser directly to the transportation company.
 5. Prices quoted are the current prices. Invoicing of all products shall be at price prevailing at time of shipment.
 6. The Purchaser agrees that this order shall not be countermanded by him and that when it is accepted (and until the execution and delivery of the Security Agreement(s), Financing Statement(s)) and Note(s) required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein.
 7. The Purchaser shall, at his own expense, maintain such insurance as requested by the Seller in advance of shipment. It is agreed that the Equipment which is the subject of this agreement will be well taken care of and kept in good repair at the expense of the Purchaser and that the Purchaser will promptly pay all ad valorem taxes thereon and the Purchaser has no authority to have said Equipment charged with a lien for repairs or improvements and if said Equipment should become charged with any lien, or the value thereof become impaired by neglect or otherwise, or should the possession of same be changed from the Purchaser, or should the same be removed from _____ without the written consent of the Seller, or the holder hereof, or should said Equipment, or any part of it be seized in any legal proceeding, or should the Purchaser become insolvent, or the Purchaser (or either of them) be adjudged a bankrupt or have a receiver appointed for its, his, her or their Equipment or should default be made in the terms of this agreement, this entire indebtedness shall immediately become due and payable at the option of the Seller, or the holder of this note-
 8. It is agreed that the Seller, or the holder hereof, on the happening of any of the things and events in the next preceding paragraph, may take peaceable possession of said Equipment and may otherwise enforce all rights granted by the Uniform Commercial Code of other applicable law,
 9. The remedies provided for herein are not exclusive and any action to enforce compliance with the terms and conditions hereof shall not waive or affect any of the Seller's or holder's rights to have any recourse to said Equipment
 10. All replacement parts, additions, repairs and accessories incorporated in or affixed to any of the subject Equipment shall become a part thereof and title thereto shall vest in Seller.
 11. The Purchaser agrees to pay all reasonable attorney's fees, collection charges or other expenses occasioned by Purchaser's failure to abide by any of the terms and conditions hereof.
 12. Taxes: Unless otherwise stated, the quoted prices do not include sales, use, or similar taxes. Such taxes shall be paid by the Purchaser. Consequently, in addition to the quoted prices in effect at the time of sale, lease or rental, the amount of any present or applicable sales, use or similar tax applicable to the sale, lease or rental of the Equipment hereunder shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide the Seller with a tax-exemption certificate acceptable to the taxing authorities. From and after the transfer of possession of the Equipment covered hereby, Purchaser shall timely pay all taxes or other charges assessed by any public body against same, including any applicable Equipment taxes.
 13. Equipment described herein as new is sold subject to such warranties as are made in writing by manufacturer thereof, for which such warranties, if any, Seller assumes no responsibility. Any additional warranties purchased by Purchaser are governed by the terms of such warranty as specified in a separate written instrument delivered to the Purchaser,
Seller's liability for defects in or any damage or loss to the Equipment sold to the Purchaser or caused by the Equipment sold is hereby expressly limited to the obligation to furnish applicable manufacturer's warranty within the warranty period and in no event shall Seller have any other obligation for negligence, breach of warranty, or otherwise on account of any defect or defects in the Equipment or of loss or damage to or caused by the Equipment or for any special or consequential damages sustained by Purchaser, Cost of transportation to or from Seller's repair facilities for such warranty work shall be borne solely by Purchaser.
- THE FOREGOING WARRANTY OF THE MANUFACTURER WITH RESPECT TO NEW MACHINERY AND EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, AND OF ANY OTHER OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR INSUFFICIENCY OF THE EQUIPMENT. FURTHER, SELLER MAKES NO WARRANTIES WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO USED EQUIPMENT AND PURCHASER TAKES ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREON OR CONTAINED IN A SEPARATE WRITING SIGNED BY SELLER.
- The Seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of the Equipment nor for any damage resulting to the Purchaser by reason of any delays or any alleged failure of the Equipment to operate. Seller, not being the manufacturer of the Equipment nor manufacturer's agent, makes no warranty against patent or latent defects in material workmanship or capacity of the Equipment, nor warranty that the Equipment will satisfy the requirements of any law, rule, specifications or contract which provides for specific Equipment or operators, or special methods; all liabilities arising therefrom are assumed by Purchaser at its sole risk and expense. No oral agreements, guaranty, promise, conditions, representation or warranty shall be binding.
14. This document, including all terms on the front and reverse sides contains the entire agreement of the parties hereto. No other representations or provisions, whether oral or in writing, are a part of this agreement except as specifically provided herein and any such other representations or provisions not contained herein should be disregarded. This agreement may be modified only by a writing signed by both the parties hereto.
 15. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

**EXHIBIT 2
Concluding Payment Schedule to
Governmental Agreement**

Quote number 256-3233

Dated _____, 20____

between
Caterpillar Financial Services Corporation
and
LAWRENCE COUNTY HIGHWAY DEPARTMENT

Description of Unit: 1 Caterpillar RM-300 serial # BWR00410

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 2.95145%	Concluding Payment (*)
0	301,300.93	0.00	0.00	0.00	301,300.93
1	301,300.93	65,699.07	0.00	8,892.74	244,494.60
2	244,494.60	65,699.07	0.00	7,216.13	186,011.66
3	186,011.66	65,699.07	0.00	5,490.04	125,802.63
4	125,802.63	65,699.07	0.00	3,713.00	63,816.56
5	63,816.56	65,700.07	1.00	1,883.51	0.00
		<u>328,496.35</u>	<u>1.00</u>	<u>27,195.42</u>	

(*) Does not include any rent payment or other amount then due.

Initialed: P.T.R.
(Lessee)

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: LAWRENCE COUNTY HIGHWAY DEPARTMENT

Address 520 CRESCENT FACTORY RD
 City LAWRENCEBURG
 State TN
 Zip code 38464-2058
 County LAWRENCE

Good if:
 Acknowledged by Aug-23-10
 Funded by Aug-23-10

DEALER

THOMPSON MACHINERY COMMERCE CORPORATION
 Sales person
 Dealer contact
 Telephone

Quote number 256-3233
 Fax number
 Quote date 05/24/2010
 Quote time 10:44:41

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type GOVERNMENTAL
 Number of payments 5 Annual
 Payments in Arrears

Quoted by

	Model	Ann. Hours	Qty	Sale Price	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
New	RM-300	1000	1	367,000.00	65,699.07	301,300.93	65,699.07	1.00	2.9514

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

 Caterpillar Financial Services Corporation

Paul T. Roman 5-26-10

 LAWRENCE COUNTY HIGHWAY DEPARTMENT Date

LAWRENCE COUNTY TN RESOLUTION NO: 2010052517

Resolution authorizing Lawrence County Highway Department to enter into Lease Purchase Agreement with Caterpillar Financial Services Corporation for RM-300 Reclaimer Mixer

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	Burks, William T.			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.	X		X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.		X	X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2010052518

RESOLUTION TO DONATE SURPLUS VEHICLE TO THE
ETHRIDGE VOLUNTEER FIRE DEPARTMENT

WHEREAS, the Lawrence County Sheriff's Department currently has in its inventory certain surplus vehicles; and

WHEREAS, the Lawrence County Budget Committee must declare such vehicles surplus property before such vehicles can be donated to any not for profit organization; and

WHEREAS, the Ethridge Volunteer Fire Department, a Tennessee not for profit corporation, to which Lawrence County government makes an annual donation, is in need of one of the surplus vehicles currently used by the Lawrence County Sheriff's Department.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, contingent upon the Lawrence County Budget Committee declaring a surplus of the aforementioned vehicles used by the Lawrence County Sheriff's Department, the Lawrence County Legislative Body hereby approves, ratifies and confirms the transfer of one of the surplus vehicles used by the Lawrence County Sheriff's Department to the Ethridge Volunteer Fire Department for use in its operations.

BE IT FURTHER RESOLVED the County Executive for Lawrence County is authorized to execute any instrument, titles, and documents necessary to effectuate such transfer.

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

Passed this 25th day of May, 2010.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2010052518

Resolution to donate surplus vehicle to the
Ethridge Volunteer Fire Department

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	Burks, William T.			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.			X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.	X		X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.		X	X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

RESOLUTION NO. 2010052519

RESOLUTION TO CHANGE THE SPEED LIMIT ON BEASLEY ROAD

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

WHEREAS, the Lawrence County Legislative Body deems that the public safety requires that the speed limit on Beasley Road from Buffalo Road to Mt. Ararat Road be changed to 45 miles per hour.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the speed limit on Beasley Road from Buffalo Road to Mt. Ararat Road be changed to 45 miles per hour.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 25th day of May, 2010, that the County Road Superintendent for Lawrence County is hereby requested to erect appropriate signs to reflect that the speed limit is 45 miles per hour on Beasley Road from Buffalo Road to Mt. Ararat Road to erect appropriate traffic control devices.

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

Passed this 25th day of May, 2010.




JERRY DRYDEN, CHAIR



PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY PUTMAN

LAWRENCE COUNTY TN RESOLUTION NO: 2010052519

Resolution to change the speed limit on Beasley 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	
6	Clifton, Bobby R.			X			X	
18	Burks, William T.			X			X	
7	Dryden, Jerry W.			X			X	
3	Gillespie, Dennis C.			X			X	
12	Hill, Richard L.		X	X			X	
11	Hyatt, Sandra K.			X			X	
2	Jackson, Chris D.			X			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.	X		X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

LAWRENCE COUNTY COMMISSION
 May 25, 2010, Regular Special 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			X	
4	Keener, Alan J.			X			X	
8	Niedergeses, Mark			X			X	
14	Putman, Jerry N.			X			X	
15	Robertson, Charles H.			X			X	
5	Sanders, John C., Jr.			X			X	
17	Spearman, Bert			X			X	
1	Yocom, Wayne A.			X			X	
TOTAL				18	0	0	18	0

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

Comments: