

## Agenda

The Lawrence County Board Of Commissioners  
Lawrence County, Tennessee  
June 29, 2010  
Special Session  
5:00 P.M.

Call To Order By The Chair, Jerry Dryden

Roll Call: By County Clerk, Chuck Kizer

Invocation:

Pledge:

### Public Comments:

1. Resolution No. 2010062901  
Resolution to Approve Amendments to the 2009-2010 Lawrence County Budget  
Sponsor: Accounts and Budgets
2. Resolution No. 2010062902  
Resolution to Approve Amendments to the 2009-2010 Lawrence County Board of Education Budget  
Sponsor: Lawrence County Board of Education
3. Resolution No. 2010062903  
Resolution to Adopt a Continuing Budget for the Fiscal Year Beginning July 1, 2010, and to Authorize the Expenditure of funds by the Various County Offices and Departments  
Sponsor: Budget Committee
4. Resolution No. 2010062904  
Resolution to Determine and Certify a Tax Rate Which Will Provide the Same Ad Valorem Revenue for Lawrence County as was Levied During the Previous Fiscal Year  
Sponsor: Paul Rosson
5. Resolution No. 2010062905  
Resolution to Appoint Trustees for the Purpose of Liquidating the Assets of Iron City  
Sponsor: Paul Rosson
6. Resolution No. 2010062906  
Resolution to Close Certain Governmental Funds, Fund 115 (Library Fund), in Compliance with GASB Statement 54  
Sponsor: Office of Accounts and Budgets
7. Resolution No. 2010062907  
Resolution to Approve Lawrence County School System Energy Loan from State of Tennessee Excess Lottery Funds  
Sponsor: Paul Rosson

Election of Notaries

LAWRENCE COUNTY COMMISSION  
June 29, 2010 Special Session

**CALL TO ORDER:** Jerry Dryden, Chairman

**ROLL CALL:** Chuck Kizer, County Clerk

**INVOCATION:** Bert Spearman, County Commissioner

**PLEDGE:** Sandra Hyatt, County Commissioner

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

RESOLUTION NO. 2010062901

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

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in special session this 29<sup>th</sup> day of June, 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 29<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: ACCOUNTS AND BUDGETS

LAWRENCE COUNTY  
GOVERNMENT

**BUDGET AMENDMENTS**

JUNE 29, 2010 – SPECIAL SESSION

**NOTE:** The General Fund balance is being increased by \$442,459.79 after all adjustments for the following reasons:

- 1) Bankruptcy collections in the amount of \$82,276.30.
- 2) Contracted Prisoner Board revenue in the amount of \$83,970.
- 3) \$162,100 in prior year property tax collections.
- 4) Other miscellaneous revenues make up the difference.

*Budget Director, Teresa Farrell*

**LAWRENCE COUNTY GOVERNMENT  
BUDGET AMENDMENTS  
JUNE 29, 2010 SPECIAL SESSION  
RESOLUTION #**

| ACCOUNT                        | DESCRIPTION                       | CURRENT BUDGET  | BUDGET AMEND./ CHANGE | REVISED BUDGET  | J/E | PURPOSE   |
|--------------------------------|-----------------------------------|-----------------|-----------------------|-----------------|-----|---|
| <b>GENERAL FUND - FUND 101</b> |                                   |                 |                       |                 |     |   |
| 101-40120                      | Trustees Collections P/Y          | \$ (153,261.00) | \$ (162,100.94)       | \$ (315,361.94) | DR  | To adjust General Fund Revenue to reflect actual amounts. |
| 101-40125                      | Trustees Collections - Bankruptcy | \$ -            | \$ (82,276.30)        | \$ (82,276.30)  | DR  |   |
| 101-40130                      | Clk & Master Collections-P/Y      | \$ (66,611.00)  | \$ (6,623.37)         | \$ (73,234.37)  | DR  |   |
| 101-40140                      | Interest & Penalty                | \$ (33,042.00)  | \$ (36,960.65)        | \$ (70,002.65)  | DR  |   |
| 101-40150                      | Pick-up Taxes                     | \$ -            | \$ (41.06)            | \$ (41.06)      | DR  |   |
| 101-40220                      | Hotel/Motel Tax                   | \$ (73,000.00)  | \$ (2,458.25)         | \$ (75,458.25)  | DR  |   |
| 101-40250                      | Litigation Tax - General          | \$ (89,000.00)  | \$ (93.42)            | \$ (89,093.42)  | DR  |   |
| 101-40267                      | Litigation Tax - VORP             | \$ (2,000.00)   | \$ (85.72)            | \$ (2,085.72)   | DR  |   |
| 101-41110                      | Marriage Licenses                 | \$ (1,416.00)   | \$ (113.50)           | \$ (1,529.50)   | DR  |   |
| 101-41510                      | Beer Permits                      | \$ (2,288.00)   | \$ (150.27)           | \$ (2,438.27)   | DR  |   |
| 101-42120                      | Officers Costs                    | \$ (10,000.00)  | \$ (4,041.49)         | \$ (14,041.49)  | DR  |   |
| 101-42140                      | Drug Control Fines                | \$ (365.00)     | \$ (100.47)           | \$ (465.47)     | DR  |   |
| 101-42141                      | Drug Court Fees                   | \$ (1,663.00)   | \$ (920.05)           | \$ (2,583.05)   | DR  |   |
| 101-42180                      | DUI Treatment Fines               | \$ (2,375.00)   | \$ (379.98)           | \$ (2,754.98)   | DR  |   |
| 101-42190                      | Data Entry Fee - Circuit          | \$ (1,061.00)   | \$ (1,023.52)         | \$ (2,084.52)   | DR  |   |
| 101-42310                      | Fines                             | \$ (15,709.00)  | \$ (2,551.42)         | \$ (18,260.42)  | DR  |   |
| 101-42320                      | Officers Costs                    | \$ (48,609.00)  | \$ (5,160.21)         | \$ (53,769.21)  | DR  |   |
| 101-42330                      | Games and Fish Fines              | \$ (387.00)     | \$ (248.64)           | \$ (635.64)     | DR  |   |
| 101-42410                      | Fines                             | \$ (2.00)       | \$ (180.40)           | \$ (182.40)     | DR  |   |
| 101-42430                      | Games and Fish Fines              | \$ (5.00)       | \$ (152.50)           | \$ (157.50)     | DR  |   |
| 101-42490                      | Data Entry Fee - Juvenile         | \$ (416.00)     | \$ (314.00)           | \$ (730.00)     | DR  |   |
| 101-42520                      | Officers Costs - Chancery         | \$ (2,075.00)   | \$ (283.34)           | \$ (2,358.34)   | DR  |   |
| 101-43170                      | Work Release Charges for Board    | \$ (16,300.00)  | \$ (16,065.00)        | \$ (32,365.00)  | DR  |   |
| 101-44145                      | Sale of Recycled Materials        | \$ (23,218.00)  | \$ (4,447.50)         | \$ (27,665.50)  | DR  |   |
| 101-44530                      | Sale of Equipment                 | \$ (2,800.00)   | \$ (13,250.00)        | \$ (16,050.00)  | DR  |   |
| 101-45520                      | Circuit Court Clerk               | \$ (110,691.00) | \$ (26,473.91)        | \$ (137,164.91) | DR  |   |
| 101-46210                      | Law Enforcement Training Program  | \$ (23,400.00)  | \$ (1,200.00)         | \$ (24,600.00)  | DR  |   |
| 101-46430                      | Liter Program                     | \$ (40,201.00)  | \$ (5,214.78)         | \$ (45,415.78)  | DR  |   |
| 101-46840                      | Alcoholic Beverage Tax            | \$ (66,239.00)  | \$ (2,094.48)         | \$ (68,333.48)  | DR  |   |
| 101-46915                      | Contracted Prisoner Board         | \$ (250,000.00) | \$ (83,970.00)        | \$ (333,970.00) | DR  |   |

| ACCOUNT        | DESCRIPTION                      | CURRENT BUDGET | BUDGET AMEND./ CHANGE | REVISED BUDGET | J/E | PURPOSE                           |
|----------------|----------------------------------|----------------|-----------------------|----------------|-----|-----------------------------------|
| 101-46940      | Reappraisal Program Reimb.       | \$ -           | \$ (8,679.00)         | \$ (8,679.00)  | DR  | To adjust expenditures to actual. |
| 101-47305-ARRA | ARRA Sec & Tech Grant            | \$ -           | \$ (4,500.00)         | \$ (4,500.00)  | DR  |                                   |
| 101-51100-204  | State Retirement                 | \$ 2,615.00    | \$ 200.00             | \$ 2,815.00    | CR  |                                   |
| 101-51100-206  | Life Insurance                   | \$ -           | \$ 0.56               | \$ 0.56        | CR  |                                   |
| 101-51100-209  | Disability Insurance             | \$ -           | \$ 1.83               | \$ 1.83        | CR  |                                   |
| 101-51300-205  | Employee & Dependent Insurance   | \$ 310.00      | \$ 15.30              | \$ 325.30      | CR  |                                   |
| 101-51300-209  | Disability Insurance             | \$ 522.00      | \$ 0.16               | \$ 522.16      | CR  |                                   |
| 101-51500-599  | Other Charges                    | \$ 100.00      | \$ 5.44               | \$ 105.44      | CR  |                                   |
| 101-51400-204  | State Retirement                 | \$ 536.00      | \$ 0.40               | \$ 536.40      | CR  |                                   |
| 101-51400-513  | Workman's Compensation Insurance | \$ 83.00       | \$ 2.44               | \$ 85.44       | CR  |                                   |
| 101-51500-187  | Overtime Pay                     | \$ 312.00      | \$ 94.50              | \$ 406.50      | CR  |                                   |
| 101-51500-204  | State Retirement                 | \$ 9,469.00    | \$ 50.00              | \$ 9,519.00    | CR  |                                   |
| 101-51500-312  | Contracts w/Private Agencies     | \$ 35,000.00   | \$ 915.00             | \$ 35,915.00   | CR  |                                   |
| 101-51500-317  | Data Processing Services         | \$ 5,500.00    | \$ 200.00             | \$ 5,700.00    | CR  |                                   |
| 101-51500-348  | Postal Charges                   | \$ 5,950.00    | \$ 420.00             | \$ 6,370.00    | CR  |                                   |
| 101-51500-349  | Printing, Stationery, and Forms  | \$ 2,780.00    | \$ 1,100.00           | \$ 3,880.00    | CR  |                                   |
| 101-51500-355  | Travel                           | \$ 3,300.00    | \$ 2,000.00           | \$ 5,300.00    | CR  |                                   |
| 101-51500-513  | Workman's Compensation Insurance | \$ 249.00      | \$ 10.00              | \$ 259.00      | CR  |                                   |
| 101-53100-186  | Longevity Pay                    | \$ 3,900.00    | \$ 250.00             | \$ 4,150.00    | CR  |                                   |
| 101-53100-201  | Social Security                  | \$ 16,990.00   | \$ 500.00             | \$ 17,490.00   | CR  |                                   |
| 101-53100-204  | State Retirement                 | \$ 26,699.00   | \$ 70.00              | \$ 26,769.00   | CR  |                                   |
| 101-53100-205  | Employee & Dependent Insurance   | \$ 980.00      | \$ 150.00             | \$ 1,130.00    | CR  |                                   |
| 101-53100-209  | Disability Insurance             | \$ 763.00      | \$ 1.00               | \$ 764.00      | CR  |                                   |
| 101-53100-212  | Employer Medicare                | \$ 3,974.00    | \$ 120.00             | \$ 4,094.00    | CR  |                                   |
| 101-53100-348  | Postal Charges                   | \$ 3,250.00    | \$ 442.00             | \$ 3,692.00    | CR  |                                   |
| 101-53100-513  | Workman's Compensation Insurance | \$ 746.00      | \$ 150.00             | \$ 896.00      | CR  |                                   |
| 101-53100-709  | Data Processing Eqpt.            | \$ -           | \$ 700.00             | \$ 700.00      | CR  |                                   |
| 101-53100-194  | Jury & Witness Fees              | \$ 23,880.00   | \$ (2,383.00)         | \$ 21,497.00   | DR  |                                   |
| 101-53400-205  | Employee & Dependent Insurance   | \$ 990.00      | \$ 100.00             | \$ 1,090.00    | CR  |                                   |
| 101-53400-209  | Disability Insurance             | \$ 185.00      | \$ 20.00              | \$ 205.00      | CR  |                                   |
| 101-53400-206  | Unemployment Compensation        | \$ 773.00      | \$ 15.00              | \$ 788.00      | CR  |                                   |
| 101-53400-513  | Workman's Compensation Insurance | \$ 500.00      | \$ 15.00              | \$ 515.00      | CR  |                                   |
| 101-53600-399  | Other Contracted Services        | \$ 30,000.00   | \$ 2,500.00           | \$ 32,500.00   | CR  |                                   |
| 101-54110-109  | Captain                          | \$ 50,019.00   | \$ 900.00             | \$ 50,919.00   | CR  |                                   |
| 101-54110-115  | Sergeant                         | \$ 237,195.00  | \$ 4,000.00           | \$ 241,195.00  | CR  |                                   |

| ACCOUNT            | DESCRIPTION                     | CURRENT BUDGET | BUDGET AMEND./ CHANGE | REVISED BUDGET | J/E | PURPOSE |
|--------------------|---------------------------------|----------------|-----------------------|----------------|-----|---------|
| 101-54110-187      | Overtime Pay                    | \$ 20,000.00   | \$ 4,514.48           | \$ 24,514.48   | CR  |         |
| 101-54110-201      | Social Security                 | \$ 103,089.00  | \$ 1,400.00           | \$ 104,489.00  | CR  |         |
| 101-54110-204      | State Retirement                | \$ 144,816.00  | \$ 300.00             | \$ 145,116.00  | CR  |         |
| 101-54110-205      | Employee & Dependent Insurance  | \$ 4,534.00    | \$ 450.00             | \$ 4,984.00    | CR  |         |
| 101-54110-207      | Medical Insurance               | \$ 179,000.00  | \$ 1,700.00           | \$ 180,700.00  | CR  |         |
| 101-54110-212      | Employer Medicare               | \$ 24,109.00   | \$ 400.00             | \$ 24,509.00   | CR  |         |
| 101-54110-322      | Evaluation & Testing            | \$ 5,533.75    | \$ 160.00             | \$ 5,693.75    | CR  |         |
| 101-54110-335      | Maintenance & Repair Serv. Bldg | \$ -           | \$ 2,700.00           | \$ 2,700.00    | CR  |         |
| 101-54110-338      | Maintenance & Repair Serv. Veh  | \$ 80,000.00   | \$ 10,000.00          | \$ 90,000.00   | CR  |         |
| 101-54110-351      | Rentals                         | \$ -           | \$ 2,400.00           | \$ 2,400.00    | CR  |         |
| 101-54110-355      | Travel                          | \$ 12,000.00   | \$ 1,800.00           | \$ 13,800.00   | CR  |         |
| 101-54110-410      | Custodial Supplies              | \$ 5,500.00    | \$ 400.00             | \$ 5,900.00    | CR  |         |
| 101-54110-425      | Gasoline                        | \$ 115,000.00  | \$ 5,000.00           | \$ 120,000.00  | CR  |         |
| 101-54110-451      | Uniforms                        | \$ 20,000.00   | \$ 9,000.00           | \$ 29,000.00   | CR  |         |
| 101-54110-515      | Liability Claim                 | \$ 500.00      | \$ 500.00             | \$ 1,000.00    | CR  |         |
| 101-54110-716      | Law Enforcement Equipment       | \$ 56,000.00   | \$ 20,000.00          | \$ 76,000.00   | CR  |         |
| 101-54210-110      | Lieutenant                      | \$ 36,000.00   | \$ 1,903.96           | \$ 37,903.96   | CR  |         |
| 101-54210-186      | Longevity Pay                   | \$ 500.00      | \$ 50.00              | \$ 550.00      | CR  |         |
| 101-54210-187      | Overtime Pay                    | \$ 3,500.00    | \$ 1,400.00           | \$ 4,900.00    | CR  |         |
| 101-54210-196      | In-Service Pay                  | \$ 5,000.00    | \$ 2,252.00           | \$ 7,252.00    | CR  |         |
| 101-54210-205      | Employee & Dependent Insurance  | \$ 1,400.00    | \$ 150.00             | \$ 1,550.00    | CR  |         |
| 101-54210-207      | Medical Insurance               | \$ 150,000.00  | \$ 5,200.00           | \$ 155,200.00  | CR  |         |
| 101-54210-312      | Contracts w/private Agencies    | \$ 162,336.00  | \$ 130.00             | \$ 162,466.00  | CR  |         |
| 101-54210-425      | Gasoline                        | \$ -           | \$ 2,000.00           | \$ 2,000.00    | CR  |         |
| 101-54210-499      | Other Supplies and Materials    | \$ 26,000.00   | \$ 3,000.00           | \$ 29,000.00   | CR  |         |
| 101-54210-516      | Other Self-Insured Claims       | \$ 200.00      | \$ 95.00              | \$ 295.00      | CR  |         |
| 101-54210-711      | Furniture & Fixtures            | \$ -           | \$ 2,490.00           | \$ 2,490.00    | CR  |         |
| 101-54110-106      | Deputies                        | \$ 906,000.00  | \$ (2,564.80)         | \$ 903,435.20  | DR  |         |
| 101-54110-108      | Investigators                   | \$ 149,000.00  | \$ (6,590.40)         | \$ 142,409.60  | DR  |         |
| 101-54110-161      | Secretary's                     | \$ 119,910.00  | \$ (1,213.43)         | \$ 118,696.57  | DR  |         |
| 101-54110-187-K9OT | Overtime Pay-K9's               | \$ 8,000.00    | \$ (3,832.92)         | \$ 4,167.08    | DR  |         |
| 101-54110-307      | Communication                   | \$ 4,400.00    | \$ (3,000.00)         | \$ 1,400.00    | DR  |         |
| 101-54110-317      | Data Processing Services        | \$ 5,000.00    | \$ (4,000.00)         | \$ 1,000.00    | DR  |         |
| 101-54110-334      | Maintenance Agreements          | \$ 15,589.00   | \$ (4,000.00)         | \$ 11,589.00   | DR  |         |
| 101-54210-160      | Guards                          | \$ 700,000.00  | \$ (48,939.42)        | \$ 651,060.58  | DR  |         |

| ACCOUNT            | DESCRIPTION                      | CURRENT BUDGET | BUDGET AMEND./ CHANGE | REVISED BUDGET | J/E | PURPOSE |
|--------------------|----------------------------------|----------------|-----------------------|----------------|-----|---------|
| 101-54210-131      | Medical Personnel                | \$ 100,000.00  | \$ (10,154.47)        | \$ 89,845.53   | DR  |         |
| 101-54220-201      | Social Security                  | \$ 248.00      | \$ 764.61             | \$ 1,012.61    | CR  |         |
| 101-54220-212      | Employer Medicare                | \$ 60.00       | \$ 176.82             | \$ 236.82      | CR  |         |
| 101-54220-422      | Food Supplies                    | \$ 2,000.00    | \$ 5,888.08           | \$ 7,888.08    | CR  |         |
| 101-54220-425      | Gasoline                         | \$ 1,811.00    | \$ 466.43             | \$ 2,277.43    | CR  |         |
| 101-54220-599      | Other Charges                    | \$ -           | \$ 2,235.00           | \$ 2,235.00    | CR  |         |
| 101-54220-160      | Guards                           | \$ 21,382.00   | \$ (7,236.72)         | \$ 14,145.28   | DR  |         |
| 101-54220-338      | Maintenance & Repair Serv - Vech | \$ 200.00      | \$ (163.41)           | \$ 36.59       | DR  |         |
| 101-54220-355      | Travel                           | \$ -           | \$ 258.32             | \$ 258.32      | CR  |         |
| 101-54220-450      | Tires & Tubes                    | \$ 500.00      | \$ (500.00)           | \$ -           | DR  |         |
| 101-54220-499      | Other Supplies and Materials     | \$ 10,000.00   | \$ (1,889.13)         | \$ 8,110.87    | DR  |         |
| 101-54410-339      | Matching Share                   | \$ -           | \$ 3,000.00           | \$ 3,000.00    | CR  |         |
| 101-54410-499      | Other Supplies and Materials     | \$ 5,000.00    | \$ 282.96             | \$ 5,282.96    | CR  |         |
| 101-54110-399      | Other Contracted Services        | \$ 5,000.00    | \$ (3,282.96)         | \$ 1,717.04    | DR  |         |
| 101-58802-716-2010 | Law Enforcement Equipment-2010   | \$ -           | \$ 4,528.75           | \$ 4,528.75    | CR  |         |
| 101-58400-510      | Trustee's Commission             | \$ 160,000.00  | \$ 2,500.00           | \$ 162,500.00  | CR  |         |
| 101-58400-516      | Other Self-Insured Claims        | \$ 25,000.00   | \$ 33,000.00          | \$ 58,000.00   | CR  |         |
| 101-58400-317      | Data Processing Services         | \$ 14,043.00   | \$ (11,000.00)        | \$ 3,043.00    | DR  |         |
| 101-58400-331      | Legal Services                   | \$ 20,000.00   | \$ (10,000.00)        | \$ 10,000.00   | DR  |         |
| 101-55390-189-H1N1 | Other Salaries & Wages           | \$ -           | \$ 1,350.23           | \$ 1,350.23    | CR  |         |
| 101-55390-201      | Social Security                  | \$ -           | \$ 6,587.74           | \$ 6,587.74    | CR  |         |
| 101-55390-204      | State Retirement                 | \$ -           | \$ 5,502.76           | \$ 5,502.76    | CR  |         |
| 101-55390-206      | Life Insurance                   | \$ -           | \$ 134.93             | \$ 134.93      | CR  |         |
| 101-55390-207      | Medical Insurance                | \$ -           | \$ 3,832.80           | \$ 3,832.80    | CR  |         |
| 101-55390-208      | Dental Insurance                 | \$ -           | \$ 446.75             | \$ 446.75      | CR  |         |
| 101-55390-209      | Disability Insurance             | \$ -           | \$ 501.75             | \$ 501.75      | CR  |         |
| 101-55390-210      | Unemployment Compensation        | \$ -           | \$ 667.42             | \$ 667.42      | CR  |         |
| 101-55390-212      | Employer Medicare                | \$ -           | \$ 1,540.68           | \$ 1,540.68    | CR  |         |
| 101-55390-599-H1N1 | Other Charges-H1N1               | \$ -           | \$ 20,026.55          | \$ 20,026.55   | CR  |         |
| 101-55390-189      | Other Salaries & Wages           | \$ 187,900.00  | \$ (40,591.61)        | \$ 147,308.39  | DR  |         |
| 101-55130-169      | Part-Time Personnel              | \$ 103,000.00  | \$ 2,400.00           | \$ 105,400.00  | CR  |         |
| 101-55130-187      | Overtime Pay                     | \$ 270,000.00  | \$ 16,379.57          | \$ 286,379.57  | CR  |         |
| 101-55130-212      | Employer Medicare                | \$ 13,200.00   | \$ 600.00             | \$ 13,800.00   | CR  |         |
| 101-55130-307      | Communication                    | \$ 3,500.00    | \$ 1,000.00           | \$ 4,500.00    | CR  |         |
| 101-55130-333      | Licenses                         | \$ 2,300.00    | \$ 1,105.00           | \$ 3,405.00    | CR  |         |



| ACCOUNT  | DESCRIPTION                       | CURRENT BUDGET  | BUDGET AMEND./ CHANGE | REVISED BUDGET  | J/E | PURPOSE  |
|--|-----------------------------------|-----------------|-----------------------|-----------------|-----|--|
| 101-55130-336  | Maintenance & Repair Serv. - Eqpt | \$ 1,900.00     | \$ 400.00             | \$ 2,300.00     | CR  | To increase fund balance to reflect increase in revenue accounts.              |
| 101-55130-348  | Postal Charges                    | \$ 4,000.00     | \$ 400.00             | \$ 4,400.00     | CR  |  |
| 101-55130-359  | Disposal Fees                     | \$ 1,300.00     | \$ 1,000.00           | \$ 2,300.00     | CR  |  |
| 101-55130-413  | Drugs & Medical Supplies          | \$ 70,000.00    | \$ 6,000.00           | \$ 76,000.00    | CR  |  |
| 101-55130-513  | Workman's Compensation Insurance  | \$ 14,900.00    | \$ 400.00             | \$ 15,300.00    | CR  |  |
| 101-55130-516  | Other Self-Insured Claims         | \$ 295.00       | \$ 130.00             | \$ 425.00       | CR  |  |
| 101-55130-599  | Other Charges                     | \$ 237.00       | \$ 500.00             | \$ 737.00       | CR  |  |
| 101-55130-131  | Medical Personnel                 | \$ 547,000.00   | \$ (30,314.57)        | \$ 516,685.43   | DR  |  |
| 101-53300-106  | Deputies                          | \$ 53,942.00    | \$ 3,823.15           | \$ 57,765.15    | CR  |  |
| 101-53300-160  | Guards                            | \$ 45,019.00    | \$ 1,773.22           | \$ 46,792.22    | CR  |  |
| 101-53300-207  | Medical Insurance                 | \$ 29,000.00    | \$ (5,596.37)         | \$ 23,403.63    | CR  |  |
| 101-54900-499  | Other Supplies and Materials      | \$ 9,200.00     | \$ 3,000.00           | \$ 12,200.00    | CR  |  |
| 101-39000  | Fund Balance                      | \$ 2,154,361.23 | \$ 442,459.79         | \$ 2,596,821.02 | DR  |  |
|  | Totals                            | \$ 6,370,650.98 | \$ -                  | \$ 6,370,650.98 |     |  |
| <b>COURTHOUSE &amp; JAIL MAINTENANCE FUND - FUND 112</b> |                                   |                 |                       |                 |     |  |
| 112-40260  | Litigation Tax - Special Purpose  | \$ (10,259.72)  | \$ (980.62)           | \$ (11,240.34)  | DR  | To adjust revenue to actual.   |
| 112-42191  | Courtroom Security Fee            | \$ (481.10)     | \$ (81.70)            | \$ (562.80)     | DR  |  |
| 112-39000  | Fund Balance                      | \$ 6,333.79     | \$ 1,062.32           | \$ 7,396.11     | CR  |  |
|  | Totals                            | \$ (4,407.03)   | \$ -                  | \$ (4,407.03)   |     |  |
| <b>LIBRARY FUND - FUND 115</b>                           |                                   |                 |                       |                 |     |  |
| 115-43350  | Copy Fees                         | \$ (5,634.00)   | \$ 11.60              | \$ (5,622.40)   | CR  | To adjust revenue to reflect Library Grant Proceeds and miscellaneous revenue. |
| 115-43360  | Library Fees                      | \$ (5,327.00)   | \$ 780.73             | \$ (4,546.27)   | CR  |  |
| 115-44110  | Investment Income                 | \$ (2,200.00)   | \$ 1,084.66           | \$ (1,115.34)   | CR  |  |
| 115-44170  | Miscellaneous Refunds             | \$ -            | \$ (107.55)           | \$ (107.55)     | DR  |  |
| 115-44570  | Contributions & Gifts             | \$ -            | \$ (9.30)             | \$ (9.30)       | DR  |  |
| 115-46980  | Other State Grants                | \$ -            | \$ (4,600.00)         | \$ (4,600.00)   | DR  |  |
| 115-48610  | Donations                         | \$ (5,000.00)   | \$ (3,694.00)         | \$ (8,694.00)   | DR  |  |
| 115-48990  | Other                             | \$ (1,200.00)   | \$ (1,622.49)         | \$ (2,822.49)   | DR  |  |
| 115-56500-205  | Employee & Dependent Insurance    | \$ 320.00       | \$ 40.00              | \$ 360.00       | CR  |  |
| 115-56500-335  | Maintenance & Repair Serv. Bldg   | \$ 1,150.00     | \$ 223.72             | \$ 1,373.72     | CR  |  |
| 115-39000  | Fund Balance                      | \$ 109,938.00   | \$ 7,892.63           | \$ 117,830.63   | CR  |  |
|  | Totals                            | \$ 92,047.00    | \$ -                  | \$ 92,047.00    |     |  |

| ACCOUNT                              | DESCRIPTION                        | CURRENT BUDGET  | BUDGET AMEND./ CHANGE | REVISED BUDGET  | J/E | PURPOSE   |
|--------------------------------------|------------------------------------|-----------------|-----------------------|-----------------|-----|---|
| <b>SOLID WASTE FUND - FUNND 116</b>  |                                    |                 |                       |                 |     |   |
| 116-55754-205                        | Employee & Dependent Insurance     | \$ 650.00       | \$ 70.00              | \$ 720.00       | CR  | To adjust expenditures to actual. Office Eqpt, Transfers & Utilities and uniforms decreased to cover differences in line items. |
| 116-55754-307                        | Communication                      | \$ 2,400.00     | \$ 300.00             | \$ 2,700.00     | CR  |   |
| 116-55754-321                        | Engineering Services               | \$ 7,500.00     | \$ 1,679.67           | \$ 9,179.67     | CR  |   |
| 116-55754-348                        | Postal Charges                     | \$ 16,500.00    | \$ 200.00             | \$ 16,700.00    | CR  |   |
| 116-55754-355                        | Travel                             | \$ 6,100.00     | \$ 50.00              | \$ 6,150.00     | CR  |   |
| 116-55754-360                        | Brokerage Fees - Recyclables       | \$ 71,000.00    | \$ 7,500.00           | \$ 78,500.00    | CR  |   |
| 116-55754-140                        | Salary Supplements                 | \$ 39,760.00    | \$ 112.28             | \$ 39,872.28    | CR  |   |
| 116-55754-336                        | Maintenance & Repair Serv - Eqpt   | \$ 5,000.00     | \$ 5,228.51           | \$ 10,228.51    | CR  |   |
| 116-55754-790                        | Other Equipment                    | \$ -            | \$ 2,900.00           | \$ 2,900.00     | CR  |   |
| 116-55754-422                        | Food Supplies                      | \$ 8,200.00     | \$ 1,500.00           | \$ 9,700.00     | CR  |   |
| 116-55754-424                        | Garage Supplies                    | \$ 27,500.00    | \$ 600.00             | \$ 28,100.00    | CR  |   |
| 116-55754-719                        | Office Equipment                   | \$ 1,000.00     | \$ (1,000.00)         | \$ -            | DR  |   |
| 116-55754-452                        | Utilities                          | \$ 48,000.00    | \$ (2,660.79)         | \$ 45,339.21    | DR  |   |
| 116-55754-590                        | Transfers to other Funds           | \$ 15,000.00    | \$ (15,000.00)        | \$ -            | DR  |   |
| 116-55754-187                        | Overtime Pay                       | \$ 5,000.00     | \$ (1,879.67)         | \$ 3,120.33     | DR  |   |
| 116-55754-451                        | Uniforms                           | \$ 3,600.00     | \$ 400.00             | \$ 4,000.00     | CR  |   |
|                                      | Totals                             | \$ 257,210.00   | \$ (0.00)             | \$ 257,210.00   |     |   |
| <b>DRUG CONTROL FUND - FUNND 122</b> |                                    |                 |                       |                 |     |   |
| 122-42140                            | Drug Control Fines - Circuit       | \$ (17,352.00)  | \$ (3,473.67)         | \$ (20,825.67)  | DR  | To record revenue above budget projections and adjust expenditures to actual.   |
| 122-42340                            | Drug Control Fines - General Sess  | \$ (28,278.62)  | \$ (2,588.75)         | \$ (30,867.37)  | DR  |   |
| 122-42910                            | Proceeds from Confiscated Property | \$ (58,431.09)  | \$ (3,000.00)         | \$ (61,431.09)  | DR  |   |
| 122-54150-307                        | Communication                      | \$ 4,500.00     | \$ 1,500.00           | \$ 6,000.00     | CR  |   |
| 122-39000                            | Fund Balance                       | \$ 45,957.13    | \$ 7,562.42           | \$ 53,519.55    | DR  |   |
|                                      | Totals                             | \$ (53,604.58)  | \$ -                  | \$ (53,604.58)  |     | Adjust Fund Balance to reflect diff.  |
| <b>HIGHWAY DEPT. - FUNND 131</b>     |                                    |                 |                       |                 |     |   |
| 131-44130                            | Sale of Materials & Supplies       | \$ (39,642.28)  | \$ (21,078.58)        | \$ (60,720.86)  | DR  | To adjust State Aid revenue to actual and adjust exp to actual.   |
| 131-46420                            | State Aid Program                  | \$ (240,000.00) | \$ 7,329.52           | \$ (232,670.48) | CR  |   |
| 131-62000-440                        | Pipe Metal                         | \$ 128,600.20   | \$ 7,800.96           | \$ 136,401.16   | CR  | To record the sale of materials & supplies and corresponding expenditures for Highway Department.                               |
| 131-62000-409                        | Crushed Stone                      | \$ 381,768.16   | \$ 7,876.75           | \$ 389,644.91   | CR  |   |
| 131-62000-403                        | Asphalt-Cold Mix                   | \$ 15,732.74    | \$ 35,362.00          | \$ 51,094.74    | CR  |   |
| 131-62000-402                        | Asphalt                            | \$ 538,581.60   | \$ 1,575.00           | \$ 540,156.60   | CR  |   |
| 131-68000-714                        | Highway Equipment                  | \$ 107,226.75   | \$ 3,291.37           | \$ 110,518.12   | CR  |   |

| ACCOUNT       | DESCRIPTION                    | CURRENT BUDGET  | BUDGET AMEND./ CHANGE | REVISED BUDGET  | J/E | PURPOSE |
|---------------|--------------------------------|-----------------|-----------------------|-----------------|-----|---------|
| 131-62000-599 | Other Charges                  | \$ 10,285.00    | \$ 372.50             | \$ 10,657.50    | CR  |         |
| 131-63100-210 | Unemployment Compensation      | \$ 1,260.00     | \$ 160.00             | \$ 1,420.00     | CR  |         |
| 131-63100-433 | Lubricants                     | \$ 10,000.00    | \$ 2,500.00           | \$ 12,500.00    | CR  |         |
| 131-61000-207 | Medical Insurance              | \$ 4,799.00     | \$ (125.00)           | \$ 4,674.00     | DR  |         |
| 131-61000-599 | Other Charges                  | \$ 10,000.00    | \$ (100.00)           | \$ 9,900.00     | DR  |         |
| 131-62000-149 | Laborers                       | \$ 75,000.00    | \$ (12,000.00)        | \$ 63,000.00    | DR  |         |
| 131-62000-207 | Medical Insurance              | \$ 148,116.00   | \$ (2,000.00)         | \$ 146,116.00   | DR  |         |
| 131-62000-399 | Other Contracted Services      | \$ 15,000.00    | \$ (15,000.00)        | \$ -            | DR  |         |
| 131-62000-402 | Asphalt                        | \$ 538,581.60   | \$ (20,200.00)        | \$ 518,381.60   | DR  |         |
| 131-63100-205 | Employee & Dependent Insurance | \$ 1,793.00     | \$ (160.00)           | \$ 1,633.00     | DR  |         |
| 131-63100-425 | Gasoline                       | \$ 90,000.00    | \$ (2,500.00)         | \$ 87,500.00    | DR  |         |
| 131-65000-515 | Liability Claim                | \$ 1,500.00     | \$ (1,000.00)         | \$ 500.00       | DR  |         |
| 131-61000-210 | Unemployment Compensation      | \$ 420.00       | \$ 125.00             | \$ 545.00       | CR  |         |
| 131-61000-719 | Office Equipment               | \$ 3,500.00     | \$ 100.00             | \$ 3,600.00     | CR  |         |
| 131-65000-510 | Trustee Commission             | \$ 48,000.00    | \$ 1,000.00           | \$ 49,000.00    | CR  |         |
| 131-68000-791 | Other Construction             | \$ 250,000.00   | \$ 65,000.00          | \$ 315,000.00   | CR  |         |
| 131-68000-713 | Highway Construction           | \$ 370,000.00   | \$ (72,329.52)        | \$ 297,670.48   | DR  |         |
| 131-62000-210 | Unemployment Compensation      | \$ 7,140.00     | \$ 2,000.00           | \$ 9,140.00     | CR  |         |
| 131-62000-145 | Equipment Operators - Light    | \$ 210,000.00   | \$ 12,000.00          | \$ 222,000.00   | CR  |         |
|               | Totals                         | \$ 2,687,661.77 | \$ -                  | \$ 2,687,661.77 |     |         |

**DEBT SERVICE - FUND 151**

|               |                                   |                   |                 |                   |    |   |
|---------------|-----------------------------------|-------------------|-----------------|-------------------|----|---|
| 151-40110     | Current Property Tax              | \$ (1,858,079.00) | \$ 6,711.75     | \$ (1,851,367.25) | CR | To record contribution from the Lawrence County School System and adjust all revenue and expenditure lines to actual. |
| 151-40120     | Prior Year Collections            | \$ (47,250.00)    | \$ (76,587.22)  | \$ (123,837.22)   | DR |   |
| 151-40125     | Bankruptcy Collections            | \$ (1,227.00)     | \$ (24,140.60)  | \$ (25,367.60)    | DR |   |
| 151-40130     | Clrk & Master Collections-P/Y     | \$ (20,536.00)    | \$ (2,197.35)   | \$ (22,733.35)    | DR |   |
| 151-40140     | Interest & Penalty                | \$ (10,187.00)    | \$ (11,425.12)  | \$ (21,612.12)    | DR |   |
| 151-40150     | Pick-up Taxes                     | \$ -              | \$ (12.91)      | \$ (12.91)        | DR |   |
| 151-40210     | Local Option Sales Tax            | \$ (1,350,000.00) | \$ 60,000.00    | \$ (1,290,000.00) | CR |   |
| 151-40320     | Bank Excise Tax                   | \$ (150,000.00)   | \$ 70,324.64    | \$ (79,675.36)    | CR |   |
| 151-46851     | State Revenue Sharing T.V.A.      | \$ (471,615.00)   | \$ (106,227.09) | \$ (577,842.09)   | DR |   |
| 151-48130     | Contributions                     | \$ (300,000.00)   | \$ (750,000.00) | \$ (1,050,000.00) | DR |   |
| 151-82210-603 | Interest on Bonds - General Gov't | \$ 1,047,623.00   | \$ 34,647.21    | \$ 1,082,270.21   | CR |   |
| 151-82230-603 | Interest on Bonds - Education     | \$ 864,326.00     | \$ (29,993.11)  | \$ 834,332.89     | DR |   |
| 151-82320-699 | Other Debt Service                | \$ 500.00         | \$ 500.00       | \$ 1,000.00       | CR |   |
| 151-39000     | Fund Balance                      | \$ 3,103,620.00   | \$ 828,399.80   | \$ 3,932,019.80   | CR |   |

Adjust Fund Balance to reflect diff.

| ACCOUNT                                  | DESCRIPTION                     | CURRENT BUDGET  | BUDGET AMEND./ CHANGE | REVISED BUDGET  | J/E | PURPOSE  |
|--|---------------------------------|-----------------|-----------------------|-----------------|-----|--|
| <b>HOMELAND SECURITY FUND - FUND 189</b> |                                 |                 |                       |                 |     |  |
| Totals                                   |                                 | \$ 807,175.00   | \$ -                  | \$ 807,175.00   |     |  |
| 189-91130-599-2008                       | Other Charges - 2008 Grant      | \$ 135,329.65   | \$ (46,489.01)        | \$ 88,840.64    | DR  | To adjust grant line items to reflect actual revenue and expenditures. |
| 189-47235-2008                           | Homeland Security Grants - 2008 | \$ (135,329.65) | \$ 46,489.01          | \$ (88,840.64)  | CR  |  |
| 189-47235-2009                           | Homeland Security Grants - 2009 | \$ -            | \$ (177,500.00)       | \$ (177,500.00) | DR  |  |
| 189-91130-599-2009                       | Other Charges                   | \$ -            | \$ 177,500.00         | \$ 177,500.00   | CR  |  |
| Totals                                   |                                 | \$ -            | \$ -                  | \$ -            |     |  |

LAWRENCE COUNTY TN RESOLUTION NO: 2010062901

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

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

TYPE OF VOTE:  Voice  Roll Call

Comments:

RESOLUTION NO. 2010062902

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 special session this 29<sup>th</sup> day of June, 2010, approve amendments to the 2009-2010 Lawrence County Board of Education Budget , as attached.

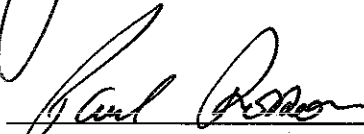
This Resolution shall take effect upon its passage, the public welfare requiring it.

Passed this 29<sup>th</sup> day of June, 2010.



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JERRY DRYDEN, CHAIR



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PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:



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CHUCK KIZER, COUNTY CLERK

SPONSOR: LAWRENCE COUNTY BOARD OF EDUCATION

June, 2010

Resolution # \_\_\_\_\_  
 Budget Amendments General Purpose School  
 FUND 141

| Account Number            | Description  | Debit                | Credit               |
|---------------------------|--|----------------------|----------------------|
| <b>1 Cost Center LEAP</b> |  |                      |                      |
| 71150-399                 | Other Contracted Services  |                      | 6,000.00             |
| 71150-790                 | Other Equipment  | 6,000.00             |                      |
|                           | <b>To Amend Leaps and Bounds Budget for Guitar Lessons Contract</b>              | <b>\$ 6,000.00</b>   | <b>\$ 6,000.00</b>   |
| <b>2 46511</b>            |  |                      |                      |
|                           | Basic Education Program  | 301,002.00           |                      |
| 72710-729                 | Transportation Equipment   |                      | 175,000.00           |
| 72620-717                 | Maintenance Equipment  |                      | 40,000.00            |
| 72610-410                 | Custodial Supplies   |                      | 86,002.00            |
|                           | <b>To Amend for increase in BEP (Purchase buses, Bucket Truck and Custodial)</b> | <b>\$ 301,002.00</b> | <b>\$ 301,002.00</b> |
| <b>3 71100-128</b>        |  |                      |                      |
|                           | Homebound Teachers   |                      | 2,965.00             |
| 71100-189                 | Other Salaries & Wages   |                      | 1,100.00             |
| 71100-198                 | Non-Certified Substitute Teachers  |                      | 4,020.60             |
| 71100-399                 | Other Contracted Services  |                      | 394.47               |
| 71100-429                 | Instructional Supplies   |                      | 12,000.00            |
| 71100-201                 | Social Security  | 10,000.00            |                      |
| 71100-204                 | State Retirement   | 6,480.07             |                      |
| 71100-212                 | Employer Medicare  | 4,000.00             |                      |
|                           | <b>To Amend Budget to Actual</b>   | <b>\$ 20,480.07</b>  | <b>\$ 20,480.07</b>  |
| <b>4 71200-128</b>        |  |                      |                      |
|                           | Homebound Teachers   |                      | 1,395.00             |
| 71200-163                 | Educational Assistants   |                      | 23,000.00            |
| 71200-171                 | Speech Pathologist   |                      | 1,500.00             |
| 72220-207                 | Medical Insurance  |                      | 772.72               |
| 72220-355                 | Travel   |                      | 2,000.00             |
| 71200-116                 | Teachers   | 11,312.92            |                      |
| 71200-201                 | Social Security  | 5,000.00             |                      |
| 71200-204                 | State Retirement   | 3,000.00             |                      |
| 71200-207                 | Medical Insurance  | 7,895.00             |                      |
| 72220-162                 | Clerical Personnel   | 209.80               |                      |
| 72220-201                 | Social Security  | 1,000.00             |                      |
| 72220-212                 | Employer Medicare  | 250.00               |                      |
|                           | <b>To Amend Special Educational Budget to Actual</b>                             | <b>\$ 28,667.72</b>  | <b>\$ 28,667.72</b>  |
| <b>5 71300-195</b>        |  |                      |                      |
|                           | Certified Substitute Teachers  |                      | 137.50               |
| 71300-198                 | Non-Certified Substitute Teachers  |                      | 5,104.50             |
| 71300-399                 | Other Contracted Services  |                      | 3,000.00             |
| 71300-599                 | Other Charges  |                      | 1,000.00             |
| 72230-355                 | Travel   |                      | 7,000.00             |
| 71300-116                 | Teachers   | 16,242.00            |                      |
|                           | <b>To Amend Vocational Budget to Actual</b>                                      | <b>\$ 16,242.00</b>  | <b>\$ 16,242.00</b>  |
| <b>6 72110-117</b>        |  |                      |                      |
|                           | Career Ladder Program  |                      | 300.00               |
| 71300-117                 | Career Ladder Program  | 300.00               |                      |
| 72210-117                 | Career Ladder Program  |                      | 100.00               |
| 72320-117                 | Career Ladder Program  |                      | 1,000.00             |
| 71100-117                 | Career Ladder Program  | 1,100.00             |                      |
|                           | <b>To Amend Career Ladder Budget to Actual</b>                                   | <b>\$ 1,400.00</b>   | <b>\$ 1,400.00</b>   |
| <b>7 72120-207</b>        |  |                      |                      |
|                           | Medical Insurance  |                      | 1,361.55             |
| 72120-499                 | Other Supplies & Materials   |                      | 38.45                |
| 72120-131                 | Medical Personnel  | 1,400.00             |                      |
|                           | <b>To Amend Nursing Budget to Actual</b>   | <b>\$ 1,400.00</b>   | <b>\$ 1,400.00</b>   |

June, 2010

Resolution # \_\_\_\_\_

Budget Amendments General Purpose School

FUND 141

| Account Number   | Description                               | Debit                | Credit               |
|--|---|----------------------|----------------------|
| <b>8</b> 72130-204   | State Retirement                          |                      | 1,300.00             |
| 72130-207  | Medical Insurance                         |                      | 4,010.66             |
| 72130-322  | Evaluation and Testing                    |                      | 1,500.00             |
| 72130-123  | Guidance Personnel                        | 6,810.66             |                      |
| 72215-355  | Travel                                    |                      | 300.00               |
| 72215-599  | Other Charges                             |                      | 112.53               |
| 72215-499  | Other Supplies & Materials                | 412.53               |                      |
| <b>To Amend Budget to Actual</b>                               |   | <b>\$ 7,223.19</b>   | <b>\$ 7,223.19</b>   |
| <b>9</b> 72320-101   | County Official/Administrative Office     |                      | 16,000.00            |
| 72320-201  | Social Security                           |                      | 400.00               |
| 72320-204  | State Retirement                          |                      | 700.00               |
| 72320-212  | Employer Medicare                         |                      | 100.00               |
| 72320-348  | Postal Charges                            |                      | 500.00               |
| 72320-355  | Travel                                    |                      | 500.00               |
| 72320-161  | Secretary                                 | 300.00               |                      |
| 72320-207  | Medical Insurance                         | 552.77               |                      |
| 72320-307  | Communication                             | 8,000.00             |                      |
| 72320-320  | Dues & Memberships                        | 1,500.00             |                      |
| 72320-435  | Office Supplies                           | 500.00               |                      |
| 72410-161  | Secretaries                               | 4,000.00             |                      |
| 72410-207  | Medical Insurance                         | 3,347.23             |                      |
| <b>To Amend Budget for Director of Schools Salary Increase</b> |   | <b>\$ 18,200.00</b>  | <b>\$ 18,200.00</b>  |
| <b>10</b> 72610-189  | Other Salaries & Wages                    |                      | 7,000.00             |
| 72610-201  | Social Security                           |                      | 1,500.00             |
| 72610-212  | Employer Medicare                         |                      | 300.00               |
| 72610-166  | Custodial Personnel                       | 8,800.00             |                      |
| 72620-207  | Medical Insurance                         |                      | 880.43               |
| 72620-336  | Maintenance & Repair Services - Equipment |                      | 15,000.00            |
| 72620-355  | Travel                                    |                      | 1,500.00             |
| 72620-499  | Other Supplies & Materials                |                      | 120,000.00           |
| 72620-599  | Other Charges                             |                      | 1,200.00             |
| 72620-720  | Plant Operation Equipment                 |                      | 1,200.00             |
| 72610-415  | Electricity                               | 125,000.00           |                      |
| 72610-434  | Natural Gas                               | 9,000.00             |                      |
| 72610-454  | Water and Sewer                           | 4,500.00             |                      |
| 72610-720  | Plant Operation Equipment                 | 1,280.43             |                      |
| <b>To Amend Maintenance Budget to Actual</b>                   |   | <b>\$ 148,580.43</b> | <b>\$ 148,580.43</b> |
| <b>11</b> 72710-212  | Employer Medicare                         |                      | 1,000.00             |
| 72710-307  | Communication                             |                      | 600.00               |
| 72710-336  | Maintenance & Repair Services - Equipment |                      | 900.00               |
| 72710-340  | Medical and Dental Services               |                      | 500.00               |
| 72710-355  | Travel                                    |                      | 3,000.00             |
| 72710-399  | Other contracted Services                 |                      | 500.00               |
| 72710-453  | Vehicle Parts                             |                      | 12,500.00            |
| 72710-499  | Other Supplies & Materials                |                      | 1,500.00             |
| 72710-418  | Equipment and Machinery Parts             | 2,000.00             |                      |
| 72710-424  | Garage Supplies                           | 500.00               |                      |
| 72710-412  | Diesel Fuel                               | 18,000.00            |                      |
| <b>To Amend Transportation Budget to Actual</b>                |   | <b>\$ 20,500.00</b>  | <b>\$ 20,500.00</b>  |



June, 2010

Resolution # \_\_\_\_\_  
 Budget Amendments General Purpose School  
 FUND 141

| Account Number             | Description  | Debit                | Credit               |
|----------------------------|--|----------------------|----------------------|
| <b>12</b> 72810-399        | Other Contracted Services  |                      | 600.00               |
| 72810-499                  | Other Supplies & Materials   |                      | 800.00               |
| 72410-599                  | Other Charges  | 1,000.00             |                      |
| 72410-348                  | Postal Charges   | 400.00               |                      |
|                            | <b>To Amend Supply Budget to Actual</b>                                  | <b>\$ 1,400.00</b>   | <b>\$ 1,400.00</b>   |
| <b>13 Cost Center CCC</b>  |  |                      |                      |
| 43581                      | Community Service Fees   |                      | \$10,000.00          |
| 46990                      | Other State Revenues   | \$14,400.00          |                      |
| 73300-189                  | Other Salaries & Wages   |                      | \$6,400.00           |
| 73300-201                  | Social Security  | \$400.00             |                      |
| 73300-204                  | State Retirement   | \$200.00             |                      |
| 73300-429                  | Instructional Supplies   | \$500.00             |                      |
| 73300-524                  | In-Service/Staff Development   | \$350.00             |                      |
| 73300-599                  | Other Charges  | \$250.00             |                      |
| 73300-499                  | Other Supplies & Materials   | \$300.00             |                      |
|                            | <b>To Amend Child Care Budget to Actual</b>                              | <b>\$16,400.00</b>   | <b>\$16,400.00</b>   |
| <b>14 Cost Center FEMA</b> |  |                      |                      |
| 47990                      | Other Direct Federal Revenue   | 6,000.00             |                      |
| 73300-399                  | Other Contracted Services  |                      | 6,000.00             |
|                            | <b>To Amend FEMA Budget for Additional Dollars received in June 2010</b> | <b>\$ 6,000.00</b>   | <b>\$ 6,000.00</b>   |
| <b>15</b> 76100-706        | Building Construction  |                      | 312,000.00           |
| 71100-116                  | Teachers   | 8,000.00             |                      |
| 71100-163                  | Educational Assistants   | 15,000.00            |                      |
| 71100-195                  | Certified Substitute Teachers  | 1,500.00             |                      |
| 71100-201                  | Social Security  | 2,500.00             |                      |
| 71100-204                  | State Retirement   | 2,000.00             |                      |
| 71100-207                  | Medical Insurance  | 1,500.00             |                      |
| 71100-212                  | Employer Medicare  | 1,000.00             |                      |
| 71100-722                  | Regular Instruction Equipment  | 15,000.00            |                      |
| 71200-116                  | Teachers   | 25,000.00            |                      |
| 71200-198                  | Non-Certified Substitute Teachers  | 4,000.00             |                      |
| 71200-207                  | Medical Insurance  | 10,000.00            |                      |
| 71300-116                  | Teachers   | 8,000.00             |                      |
| 71300-201                  | Social Security  | 4,500.00             |                      |
| 71300-204                  | State Retirement   | 4,000.00             |                      |
| 71300-207                  | Medical Insurance  | 4,000.00             |                      |
| 71300-212                  | Employer Medicare  | 1,500.00             |                      |
| 71300-730                  | Vocational Equipment   | 1,000.00             |                      |
| 72120-131                  | Medical Personnel  | 4,000.00             |                      |
| 72130-131                  | Guidance Personnel   | 8,000.00             |                      |
| 72230-399                  | Other Contracted Services  | 1,500.00             |                      |
| 72310-207                  | Medical Insurance  | 4,000.00             |                      |
| 72310-399                  | Other Contracted Services  | 2,000.00             |                      |
| 72610-204                  | State Retirement   | 9,000.00             |                      |
| 72610-336                  | Maintenance & Repair Services - Equipment                                | 2,000.00             |                      |
| 72610-415                  | Electricity  | 50,000.00            |                      |
| 72620-399                  | Other Contracted Services  | 10,000.00            |                      |
| 72710-146                  | Bus Drivers  | 80,000.00            |                      |
| 72710-207                  | Medical Insurance  | 12,000.00            |                      |
| 72710-204                  | State Retirement   | 6,000.00             |                      |
| 72710-412                  | Diesel Fuel  | 15,000.00            |                      |
|                            | <b>To Amend Budget for SHS Vocational Building</b>                       | <b>\$ 312,000.00</b> | <b>\$ 312,000.00</b> |

June, 2010

Resolution # \_\_\_\_\_  
Budget Amendments General Purpose School  
FUND 143

| Account Number            | Description  | Debit               | Credit              |
|---------------------------|--|---------------------|---------------------|
| <b>1 Cost Center ARRA</b> |  |                     |                     |
| 47115- -ARRA              |  | 28,000.00           |                     |
| 73100-710- -ARRA          | Food Service Equipment   |                     | 28,000.00           |
|                           | <b>To Amend Food Service Budget for ARRA Equipment Dollars</b> | <b>\$ 28,000.00</b> | <b>\$ 28,000.00</b> |
| <b>2</b>                  |  |                     |                     |
| 73100-165                 | Cafeterial Personnel   | 60,000.00           |                     |
| 73100-710                 | Food Service Equipment   |                     | 60,000.00           |
| 73100-105                 | Supervisor/Director  | 1,000.00            |                     |
| 73100-499                 | Other Supplies & Materials                                     |                     | 18,500.00           |
| 73100-207                 | Medical Insurance  | 15,000.00           |                     |
| 73100-354                 | Transportation - Other than Students                           | 3,000.00            |                     |
| 73100-204                 | State Retirement   |                     | 3,000.00            |
| 73100-524                 | InService/Staff Development                                    | 2,500.00            |                     |
|                           | <b>To Amend Food Service Budget to Actual</b>                  | <b>\$ 81,500.00</b> | <b>\$ 81,500.00</b> |

June, 2010

Resolution # \_\_\_\_\_

Budget Amendments General Purpose School

FUND 141

| Account Number   | Description                               | Debit               | Credit              |
|--|---|---------------------|---------------------|
| 16 71100-116   | Teachers                                  |                     | 3,577.22            |
| 71100-198  | Non-Certified Substitute Teachers         |                     | 102.00              |
| 71100-207  | Medical Insurance                         |                     | 131.24              |
| 71100-163  | Educational Assistants                    | 1,549.24            |                     |
| 71100-195  | Certified Substitute Teachers             | 348.00              |                     |
| 71100-201  | Social Security                           | 1,913.22            |                     |
| 71150-790  | Other Equipment                           |                     |                     |
| <b>To Amend Payroll Budget to Actual</b>                   |   | <b>\$ 3,810.46</b>  | <b>\$ 3,810.46</b>  |
| 17 71300-116   | Teachers                                  |                     | 9,755.26            |
| 71300-201  | Social Security                           | 112.76              |                     |
| 71300-207  | Medical Insurance                         | 648.22              |                     |
| 71300-212  | Employer Medicare                         | 240.73              |                     |
| 71300-336  | Maintenance & Repair Services - Equipment | 1,500.00            |                     |
| 71300-399  | Other Contracted Services                 | 2,100.00            |                     |
| 71300-429  | Instructional Supplies                    | 2,978.29            |                     |
| 71300-311  | Contracts with Other School Systems       | 2,175.26            |                     |
| <b>To Amend Vocational Budget to Actual</b>                |   | <b>\$ 9,755.26</b>  | <b>\$ 9,755.26</b>  |
| 18 72220-105   | Supervisor/Director                       |                     | 257.60              |
| 72220-201  | Social Security                           |                     | 89.42               |
| 72220-204  | State Retirement                          |                     | 6.63                |
| 72220-212  | Employer Medicare                         |                     | 38.49               |
| 72220-124  | Psychological Personnel                   | 392.14              |                     |
| <b>To Amend Special Education Payroll Budget to Actual</b> |   | <b>\$ 392.14</b>    | <b>\$ 392.14</b>    |
| 19 72320-348   | Postal Charges                            |                     | 825.41              |
| 72320-201  | Social Security                           | 231.52              |                     |
| 72320-204  | State Retirement                          | 365.55              |                     |
| 72320-320  | Dues & Memberships                        | 228.34              |                     |
| <b>To Amend Payroll Budget to Actual</b>                   |   | <b>\$ 825.41</b>    | <b>\$ 825.41</b>    |
| 20 72410-104   | Principals                                |                     | 7,571.03            |
| 72410-139  | Assistant Principal                       |                     | 3,971.96            |
| 72410-161  | Secretary                                 |                     | 34,068.78           |
| 72410-201  | Social Security                           |                     | 1,182.25            |
| 72410-204  | State Retirement                          |                     | 2,854.72            |
| 72410-212  | Employer Medicare                         |                     | 282.13              |
| 72410-499  | Other Supplies & Materials                |                     | 497.87              |
| 72410-207  | Medical Insurance                         | 1,528.42            |                     |
| 72410-348  | Postal Charges                            | 1,150.58            |                     |
| 72410-399  | Other Contracted Services                 | 988.00              |                     |
| 72310-510  | Trustee's Commissions                     | 12,000.00           |                     |
| 72510-317  | Data Processing Services                  | 7,200.00            |                     |
| 72710-146  | Bus Drivers                               | 27,561.74           |                     |
| <b>To Amend Payroll Budget to Actual</b>                   |   | <b>\$ 50,428.74</b> | <b>\$ 50,428.74</b> |
| 21 72610-166   | Custodial Personnel                       |                     | 101.44              |
| 72610-204  | State Retirement                          |                     | 6,144.27            |
| 72610-410  | Custodial Supplies                        |                     | 1,848.10            |
| 72610-189  | Other Salaries & Wages                    | 2,083.82            |                     |
| 72610-207  | Medical Insurance                         | 770.26              |                     |
| 72610-210  | Unemployment Compensation                 | 1,000.00            |                     |
| 72610-359  | Disposal Fees                             | 4,239.73            |                     |
| <b>To Amend Custodial Supply Budget to Actual</b>          |   | <b>\$ 8,093.81</b>  | <b>\$ 8,093.81</b>  |
| 22 72620-189   | Other Supplies & Materials                |                     | 4,020.84            |
| 72620-201  | Social Security                           |                     | 68.05               |
| 72620-204  | State Retirement                          |                     | 347.93              |
| 72620-212  | Employer Medicare                         |                     | 116.78              |
| 72810-499  | Other Supplies & Materials                |                     | 547.61              |
| 72620-105  | Supervisor/Director                       | 760.00              |                     |
| 72620-336  | Maintenance & Repair - Equipment          | 4,000.00            |                     |
| 72620-338  | Maintenance & Repair - Vehicles           | 341.21              |                     |
| <b>To Amend Maintenance Payroll Budget to Actual</b>       |   | <b>\$ 5,101.21</b>  | <b>\$ 5,101.21</b>  |

LAWRENCE COUNTY TN RESOLUTION NO: 2010062902

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

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

TYPE OF VOTE:  Voice  Roll Call

Comments:

RESOLUTION NO. 2010062903

RESOLUTION TO ADOPT A CONTINUING BUDGET  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2010, AND TO AUTHORIZE  
THE EXPENDITURE OF FUNDS BY THE VARIOUS COUNTY OFFICES  
AND DEPARTMENTS

WHEREAS, it now appears that the fiscal year 2010 - 2011 budget of Lawrence County, Tennessee, will not be approved by July 1, 2010.

NOW, THEREFORE, BE IT RESOLVED, by the county Legislative Body of Lawrence County, Tennessee, meeting in special session this 29th day of June, 2010, that:

SECTION 1. The amount set out in the fiscal 2009 - 2010 Appropriations Resolution are continued and the various departments, offices and agencies are authorized to expend funds at the same level as the previous fiscal year.

SECTION 2. Because of the state mandated reappraisal of property values and the certified rate just being approved, no continuing tax rate will be enacted at this time.

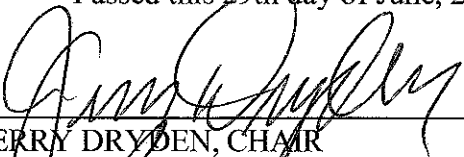
SECTION 3. No local funds can be expended or obligated that exceed the previous year's budget appropriation until a new budget is adopted. Expenditures mandated by the State or rules and regulations adopted by the State are incorporated into this continuing budget.

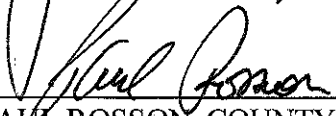
SECTION 4. That the County Executive and County Clerk are hereby authorized to borrow money on tax anticipation notes, not exceeding 60% of the appropriations of each individual fund of the continuing budget, to pay for the expenses herein authorized until the taxes and other revenues for the fiscal year 2010 - 2011 have been collected. Such notes shall first be approved by the State Director of Local Finance. The notes evidencing the loans authorized under this section shall be issued under the authority of Title 9, Chapter 21, *Tennessee Code Annotated*. All of said notes shall mature and be paid in full without renewal not later than June 30, 2011.

SECTION 5. This resolution will take effect from and after its passage and its provisions will be in force from July 1, 2010, until the budget and tax rate for fiscal year 2010 - 2011 is finally adopted and approved. The County Clerk shall include this Resolution in the minutes of the Lawrence County legislative body and send a copy to each department head.


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

Passed this 29th day of June, 2010.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: BUDGET COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2010062903

Resolution to adopt a continuing budget for the fiscal year beginning July 1, 2010  
and to authorize the expenditure of funds by the various county offices and  
departments

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

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

**Comments:**

RESOLUTION NO. 2010062904

RESOLUTION TO DETERMINE AND CERTIFY A TAX RATE WHICH WILL PROVIDE  
THE SAME AD VALOREM REVENUE FOR LAWRENCE COUNTY AS WAS LEVIED  
DURING THE PREVIOUS FISCAL YEAR

WHEREAS, T.C.A. § 67-5-1701(a), requires that, in the event of a general reappraisal in a county, the County Legislative Body shall determine and certify a tax rate which will provide the same ad valorem revenue for Lawrence County as was levied during the previous year; and

WHEREAS, T.C.A. § 67-5-1701(b), authorizes the State Board of Equalization to establish policies providing a procedure or formula for calculating the certified tax rate and Lawrence County followed that procedure after reappraisal in 2010; and

WHEREAS, according to the procedure and/or formula, as shown on Exhibit A attached hereto, the certified tax rate is \$2.7386 on each \$100.00 of taxable property.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in special session this 29<sup>th</sup> day of June, 2010, has determined and hereby certifies the tax rate which will provide the same ad valorem revenue for Lawrence County as was levied during the previous year is \$2.7386 on each \$100.00 of taxable property.


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

This 29<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

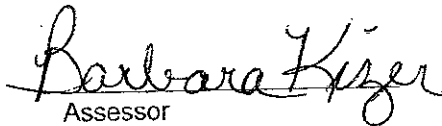
  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

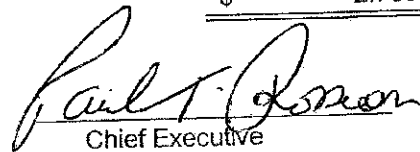
SPONSOR: PAUL ROSSON



## CALCULATION FORM FOR CERTIFIED TAX RATE

| COUNTY   | JURISDICTION               | TAX YEAR         |
|--|----------------------------|------------------|
| Lawrence County (050)  | County Basic (2009-\$3.02) | 2010 (6/15/2010) |
| 1. Total locally assessed Real Property  |                            | \$ 507,682,984   |
| 2. Total assessed value of tangible Personal Property  |                            | \$ 43,395,016    |
| 3. Total locally assessed property value   |                            | \$ 551,078,000   |
| 4a. New construction and improvements taxable for the first time this year                             |                            | \$ (7,865,872)   |
| 4b. New tangible personal property taxable for the first time this year                                |                            | \$ (4,525,082)   |
| Total of 4a & 4b.....  |                            | \$ (12,390,954)  |
| 5. Total locally assessed tax base before adjustments<br>by boards of equalization for CTR computation |                            | \$ 538,687,046   |
| 6. Net assessment gain from adjustments by County Board of Equalization                                |                            | \$ 0             |
| 7. Net assessment loss from adjustments by County Board of Equalization                                |                            | \$ (0)           |
| 8. Estimated public utility assessments  |                            | \$ 25,239,215    |
| 9. Total Tax Base  |                            | \$ 563,926,261   |
| 10. Prior year's adjusted tax levy   |                            | \$ 15,443,687    |
| 11. Certified Tax Rate (unless adjusted further by item 12)  |                            | \$ 2.7386        |
| 12. PILOT adjustment, if any   |                            | \$ 0.00          |
| 13. Add item 11 and 12 for proposed certified tax rate   |                            | \$ <u>2.7386</u> |

  
 Assessor

  
 Chief Executive

LAWRENCE COUNTY TN RESOLUTION NO: 2010062904

Resolution to determine and certify a tax rate which will provide the same ad valorem revenue for Lawrence County as was levied during the previous fiscal year

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

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

|                 |
|-----------------|
| <b>Comments</b> |
|-----------------|

RESOLUTION NO. 2010062905

RESOLUTION TO APPOINT TWO INDIVIDUALS AS TRUSTEES FOR THE  
ORDERLY LIQUIDATION OF THE ASSETS OF THE CITY OF IRON CITY

WHEREAS, pursuant to the terms of Tennessee Code Annotated, Title 6, Chapters 18 through 22, a petition was filed with the Lawrence County Election Commission to unincorporate the City of Iron City; and

WHEREAS, pursuant to said statutes, an election was held on May 25, 2010, wherein a majority of the registered voters in Iron City cast votes for the city to become unincorporated and the charter of said city to be surrendered; and

WHEREAS, the only current elected city official for the city of Iron City is Anthony Purser, Mayor of Iron City, the two individuals who were elected as city commissioners in the May 25, 2010 city election, having refused to take the oath of office and serve as commissioners because of the vote to unincorporate the City of Iron City; and

WHEREAS, pursuant to T.C.A. § 6-18-112, in the event that a city surrenders its charter and reverts to an unincorporated status,

. . . the governing body of such city thereupon shall become trustees of the property and funds of such former city and, under such bond as may be required by the county Legislative Body, shall proceed to terminate the affairs of the city and dispose of its property.

WHEREAS, T.C.A. § 6-18-113 provides,

Should the property and funds be more than sufficient to meet the city's obligations, the surplus shall be paid into the treasury of the county to become a part of its general fund. Should the property and funds be insufficient to meet all the city's current obligations, the county legislative body is hereby authorized to levy and collect taxes upon the property within the boundaries of the former city and to pay same over to the trustees for the purpose of meeting such current deficit. The trustees shall terminate the affairs of the city as soon as possible, but in no event shall the trusteeship continue for more than thirty-six (36) months. Any matters, including obligations maturing after thirty-six (36) months, not disposed of within the period designated in this section shall become the responsibility of the county legislative body of the county wherein the city was located.

WHEREAS, there being only one elected city official to serve as a trustee, that is, Mayor Anthony Purser, and because the assets of the city of Iron City become property of Lawrence County, it is necessary to appoint an additional two individuals to serve as trustees for the liquidation of the affairs of the city of Iron City; and

WHEREAS, the Lawrence County Legislative Body deems it appropriate to appoint Bobby Clifton, the County Commissioner who represents the district in which the City of Iron City is located, and Teresa Purcell, the Director of Accounts and Budgets for Lawrence County, as trustees to serve in conjunction with Mayor Anthony Purser.

NOW, THEREFORE, BE IT RESOLVED, by the county Legislative Body of Lawrence County, Tennessee, meeting in special session this 29th day of June, 2010, that:

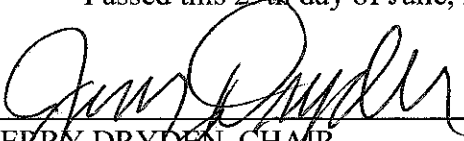
Section 1. Commissioner Bobby Clifton and Teresa Purcell, Director of Accounts and Budgets for Lawrence County, are hereby appointed as trustees with all necessary statutory authority to serve in conjunction with Anthony Purser, Mayor of Iron City, for the purpose of liquidating the assets of the city of Iron City and turning over all such assets to Lawrence County government.

Section 2. No additional bond will be required of Bobby Clifton and Teresa Purcell.

Section 3. This appointment shall continue until the affairs of Iron City are terminated but in no event longer than thirty-six (36) months from July 26, 2010.

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

Passed this 29th day of June, 2010.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: PAUL ROSSON

LAWRENCE COUNTY TN RESOLUTION NO: 2010062905

Resolution to appoint trustees for the purpose of liquidating the assets of  
Iron City

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

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

|                  |
|------------------|
| <b>Comments:</b> |
|------------------|

RESOLUTION NO. 2010062906

RESOLUTION TO CLOSE CERTAIN GOVERNMENTAL FUNDS, FUND 115  
(LIBRARY FUND), IN COMPLIANCE WITH GASB STATEMENT 54

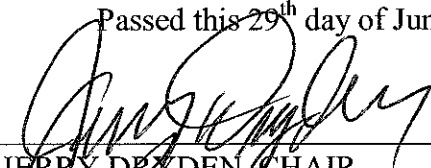
WHEREAS, the Governmental Accounting Standards Board (GASB) has issued GASB Statement 54, and the State of Tennessee Comptroller's Office has determined that this new accounting statement is considered Generally Accepted Accounting Principles (GAAP) applicable to county government; and

WHEREAS, Lawrence County has analyzed the governmental special revenue funds of Lawrence County, and has determined that certain funds will no longer meet the definition of a special revenue fund under GASB Statement 54 and need to be closed by the end of the current fiscal year.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in special session this 29<sup>th</sup> day of June, 2010, that at the end of the current fiscal year, the County Mayor is authorized to transfer the remaining fund balances of the following funds to the County General Fund: Fund 115, Library Fund. These fund balances shall be budgeted and designated by the County Legislative Body in the General Fund as deemed appropriate by the County Legislative Body and in accordance with applicable law.

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

Passed this 29<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: OFFICE OF ACCOUNTS AND BUDGETS

LAWRENCE COUNTY TN RESOLUTION NO: 2010062906

Resolution to close certain Governmental Funds, Fund 115 (Library Fund), in compliance with GASB Statement 54

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

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

**Comments:**

RESOLUTION NO. 2010062907

RESOLUTION OF THE GOVERNING BODY OF LAWRENCE COUNTY, TENNESSEE,  
AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF CAPITAL OUTLAY NOTES  
OR TO ENTER INTO A LOAN AGREEMENT WITH THE TENNESSEE ENERGY  
EFFICIENT SCHOOLS COUNCIL NOT TO EXCEED \$300,000.00 PURSUANT TO THE  
INFORMAL BID PROCESS

WHEREAS, the Governing Body of Lawrence County, Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue capital outlay notes or to enter into a Loan Agreement with the Tennessee Energy Efficient Schools Council in order to provide funds for the following public works project (the "Project"): the completion of the geothermal projects at Lawrenceburg Public School and South Lawrence Elementary School for a sum not to exceed \$300,000.00; and

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing capital outlay notes upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of Title 9 Chapter 21 Section 608 capital outlay notes or to enter into a Loan Agreement with the Tennessee Energy Efficient Schools Council to finance the cost of the Project;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body as follows:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the State Director of Local Finance, to issue and sell interest-bearing capital outlay notes or to enter into a Loan Agreement with the Tennessee Energy Efficient Schools Council in a principal amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) (the "Notes") by an informal bid process pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "Energy Efficient Schools Initiative Capital Outlay Notes (or Loan Agreement), Series 2010"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed Zero per cent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law. The Loan Agreement will be in substantially the form



attached as Exhibit "A" hereto.

Section 2. That, the Notes shall mature not later than twelve (12) years after the date of issuance and, unless otherwise approved by the State Director of Local Finance, the Notes shall be amortized in an amount reflecting at least level debt service on the Notes approximately according to the following schedule:

| <b><u>FISCAL</u></b><br><b><u>YEAR</u></b> | <b><u>PRINCIPAL</u></b><br><b><u>AMOUNT</u></b> |
|--|---|
| 2010                                       | \$42,857.14                                     |
| 2011                                       | \$42,857.14                                     |
| 2012                                       | \$42,857.14                                     |
| 2013                                       | \$42,857.14                                     |
| 2014                                       | \$42,857.14                                     |
| 2015                                       | \$42,857.14                                     |
| 2016                                       | \$42,857.14                                     |
| 2017                                       | \$42,857.14                                     |

The Notes shall not exceed the reasonably expected economic life of the Project which is hereby estimated to be at least seven (7) years.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount.

Section 4. That, the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

If applicable, the Notes shall be further secured by

Documented savings of energy costs as a result of the completion of the two projects.

Section 5. That, the Notes shall be executed in the name of the Local Government; shall bear the manual signature of the chief executive officer of the Local Government and the manual signature of the county clerk, city recorder or other similar local government official as authorized by the governing body together with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the local government official as authorized by the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the county trustee. in the case of counties, or, in the case of municipalities or metropolitan governments, with the official designated by law as custodian of the funds. All proceeds shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That, the Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That, the Notes shall be in substantially the form authorized by the State Director of Local Finance and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

Section 8. That, prior to the sale of the Notes, the Local Government shall submit a copy of this resolution authorizing the Notes to the State Director of the Local Finance for approval and a copy of the proposed disclosure statement, if any, and a statement showing the estimated annual principal

and interest requirements for the Notes and a detailed statement showing the estimated cost of issuance which shall include at least the following, if applicable: (1) fiscal agent and/or financial advisor fees; (2) bond counsel fees; (3) other legal charges if any; (4) credit enhancement fees; (5) trustee fees; (6) registration fees; (7) paying agent fees; (8) rating agency fees; (9) underwriters' discount or charges; (10) remarketing agent fees; (11) printing, advertising and other expenses; (12) the number of financial institutions contacted by telephone or by letter (which should be at least three if possible) for the purpose of obtaining interest rates, and if only one institution was contacted a statement as to why only one institution was contacted.

In its request for approval, the Local Government shall state and demonstrate that the proposed sale by the informal bid process is feasible, in the best interest of the Local Government, and that the Local Government should be able to amortize the proposed indebtedness together with all the obligations then outstanding.

Section 9. The Notes shall not be sold until receipt of the State Director of Local Finance's written approval for the sale of the Notes.

Section 10. That, the notes are hereby designated as qualified tax-exempt obligations for purpose of Section 265(b) (3) of the Internal Revenue Code of 1986.


Section 11. That, after the sale of the Notes, and for each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental standards and as approved by the State Director of Local Finance (the "Director".) The budget shall be kept balanced during the life of the notes. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director.

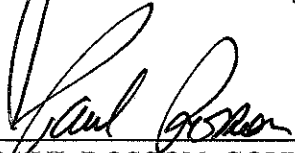
Section 12. That, if any of the Notes shall remain unpaid at the end of twelve (12) years from the issue date, then the unpaid Notes shall be retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approval by the State Director of Local Finance.

Section 13. That, all orders or resolutions in conflict with this Resolution

are hereby repealed insofar as such conflict exists; and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 29<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
JERRY DRYDEN, CHAIR

  
\_\_\_\_\_  
PAUL ROSSON, COUNTY EXECUTIVE

ATTEST:

  
\_\_\_\_\_  
CHUCK KIZER, COUNTY CLERK

SPONSOR: Paul Rosson for Lawrence County Board of Education

**EXHIBIT "A"**  
**ENERGY EFFICIENT SCHOOLS INITIATIVE**  
**LOAN AGREEMENT**

This Loan Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2010, by and between the Energy Efficient Schools Council (the "Lender") and [Name of Local Government], Tennessee (the "Borrower") for the benefit of [Name of School System/District] to provide for the financing of all or a portion of a qualifying capital outlay project (the "Project").

**ARTICLE 1**  
**Definitions**

Section 1.01. Defined Terms. The following words, terms and phrases shall have the following respective meanings:

"Act" means the Energy Efficient Schools Initiative (EESI) of 2008, Tennessee Code Annotated §§ 49-17-101 *et seq.*, as amended from time to time.

"Authorized Borrower Representative" means any Person from time to time authorized to act on behalf of a Borrower pursuant to the Charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Lender, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by the Person executing this Loan Agreement or his successor in office and giving the name and specimen signature of the Person or Persons so designated

"Borrower" means Lawrence County, Tennessee.

"Borrower Request", "Borrower Order" and "Borrower Consent" means, respectively, a written request, order or consent signed by an Authorized Borrower Representative and delivered to the Authority.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions located in the State are required or authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"Cost" or "Cost of the Project" means the following:

(a) The cost of improving, equipping, and repairing the Project, or any combination of such purposes, and demolishing structures on the Project sites;

(b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Project;

(c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefor, and premiums on insurance in connection with the Projects during construction;

(d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Project properly chargeable to the Project, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Project;

(e) Expenses of administration, supervision and inspection properly chargeable to the acquisition and construction of Project, including the fees of the Borrower relating to the design, construction and equipping of the Project and all other items of expense, not elsewhere specified herein, incident to the construction, installation and placing in operation of the Project; and

(f) Any other cost of the Project permitted to be financed by the Lender pursuant to the Act.

“Date of Disbursement” means the date funds are disbursed by the Lender to the Borrower, by check or wire, whether or not the Borrower receives them on that date.

“Event of Default” means any event defined in Section 6.01 hereof.

“Fund” means the energy efficient schools council fund established as a separate account in the State treasury.

“Lender” means the twelve (12) member energy efficient schools council established by the Act.

“Loan” means the loan made by the Lender to the Borrower pursuant to this Loan Agreement as described in Section 3.01 hereof.

“Loan Administrator” means initially the Office of State and Local Finance, which will perform certain functions in administering this Loan as requested from time to time by the Lender, or any successor Loan Administrator.

“Loan Agreement” means this Loan Agreement as it now exists and as it may thereafter be amended.

“Loan Repayments” means the payments on account of principal of and interest on the Loan and any and all other amounts payable by the Borrower hereunder.

“Loan Repayment Dates” means: (i) with respect to Loan Repayments attributable to any payment of principal and interest monthly on the first day of the month, and continuing on

the first day of each month thereafter until the Loan is paid in full, or if such day is not a Business Day, then on the next preceding Business Day and as more fully described on **Exhibit D** attached hereto; and (ii) with respect to all other Loan Repayments, at any time on demand by the Authority.

“Person” means any individual, corporation, partnership, limited partnership, joint venture, association, joint-stock company, trust, unincorporated association, limited liability corporation or partnership, or government or any agency or subdivision thereof, or other legal entity or group of entities.

“Project” or “Projects” means the construction, rehabilitation or repair of public school facilities, and equipment for public school facilities as described in **Exhibit C** hereto. **Exhibit C** shall be amended automatically, and without further action required by the Borrower, to conform **Exhibit C** to any additional project that is approved by the Lender. Where more than one Project is being financed, Project applies to each Project individually or collectively, as the context requires.

“State” means the State of Tennessee.

Section 1.02. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The word “person” shall include the plural as well as the singular number unless the context shall otherwise indicate; the word “person” also shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate.

ARTICLE 2  
Project

Section 2.01. Description. Description. [Provide a brief project description]. Attach proposal submitted to Lender for approval.

Section 2.02. Funding. The Project is to be funded as follows:

|                    |            |
|--------------------|------------|
| Loan from the Fund | \$[xxxxxx] |
| Local Funds        | \$[xxxxxx] |
| Other Funds [list] | \$[xxxxxx] |
| <u>TOTAL</u>       | \$[XXXXX]  |

ARTICLE 3  
The Loan

Section 3.01. Loan. The Lender hereby agrees to lend and advance to the Borrower and the Borrower hereby agrees to borrow and accept from the Lender, the Loan in the principal amount of \$[ ] for a term of [ ]. The Lender shall disburse the proceeds of the Loan to the Borrower from amounts on deposit in the Fund. The Loan shall bear interest at the rate established by the Lender at its meeting at which this Loan was approved; such interest rate is stated on the repayment schedule attached hereto as **Exhibit D**. Amounts disbursed during construction shall bear interest at such rate, and such interest shall accrue and be added to principal for the periods from the Dates of Disbursement through the first Loan Repayment Date.

Section 3.02. Use of Proceeds by the Borrower. The Borrower will use the funds lent to it by the Authority pursuant to Section 3.01 hereof solely to pay the Costs of the Project.

Section 3.03. Disbursements of Loan Proceeds. The Lender shall disburse funds from the Fund only upon receipt of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit A**. Each request by the Borrower for disbursement shall constitute a certification by the Borrower that all representations made by the Borrower in this Loan Agreement remain true as of the date of the request and that no material adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or repay the Loan have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Borrower with the request of disbursement. Proper invoices and other documentation reasonably required by and acceptable to the Lender must be submitted with each request for disbursement. The Lender may conduct audits or request documentation to determine the cost incurred by the Borrower for the Project. No more than ninety (90%) percent of the Loan shall be disbursed to the Borrower prior to the time the Project has been completed and approved by the Lender. After approval by the Lender, the remaining ten (10%) percent of the Loan will be disbursed to the Borrower.

Section 3.04. Completion of the Projects. When requesting final payment from the Fund, the Borrower shall cause to be submitted the requisition required by Section 3.03 hereof and a certificate signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit B**. Said certificate shall state that no further funds will be withdrawn from the Fund to pay the Cost of the Project. The Lender does not make any warranty, either express or implied, that the moneys which, under provisions of this Loan Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all of the Costs of the Project.

#### ARTICLE 4 Payment Obligations of Borrower



Section 4.01. Loan Repayments. The Borrower agrees to pay to the Lender all Loan Repayments on each Loan Repayment Date, in the amounts and in the manner hereinafter provided. The repayment schedule requires payments of principal and interest to begin on the first Loan Repayment Date following the passage of sixty (60) days after the Project is completed. The repayment schedule initially attached hereto as **Exhibit D** is based on certain assumptions regarding disbursed principal amounts, the completion date and zero accrued interest. After the completion of the Project and prior to the first Loan Repayment Date thereafter, the Lender will furnish the Borrower a revised repayment schedule reflecting the actual principal amount disbursed together with the accrued interest thereon and the actual Loan Repayment Dates. This revised repayment schedule is to be substituted for the one initially attached hereto as **Exhibit D** and shall be conclusive absent manifest error. The revised repayment schedule shall not constitute an amendment of this Loan Agreement requiring approval by the parties hereto.

Section 4.02. Time and Manner of Payment. Except as provided in Section 4.05 hereof, the Borrower agrees to make each Loan Repayment directly to the Loan Administrator on or before each Loan Repayment Date in lawful money of the United States of America by electronic funds transfer of immediately available funds in accordance with instructions supplied from time to time by the Lender or the Loan Administrator.

Section 4.03. Payments; Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Lender. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part of all of the Projects, or commercial frustration of purpose, or any damages to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Lender to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Project. Nothing contained in this Section, however, shall be construed to release the Lender from the performance of any of its obligations hereunder or under any documents related hereto.

Section 4.04. Reduction of Principal. The Loan will be reduced, and a new repayment schedule shall be provided to the Borrower as provided in Section 4.01, if less than the full amount of the Loan is disbursed to the Borrower.

Section 4.05. Prepayment. The Borrower may prepay all or any portion of the Loan and any accrued interest thereon at any time without penalty.

ARTICLE 5  
Representations and Covenants of Borrower

The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Lender contained herein:

(a) The Borrower is a municipal corporation or political subdivision, as appropriate, duly created and existing under the laws of the State of Tennessee, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.

(b) With respect to the authorization, execution and delivery of this Loan Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.

(c) The Borrower has duly approved the execution and delivery of this Loan Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement.

(d) This Loan Agreement has been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Lender, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity and no other authorization is required.

(e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Loan Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Loan Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or

default; and the execution and delivery of this Loan Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(g) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(h) All information provided to the Lender in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan Agreement or the Project, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) The Borrower covenants to complete the Project in a timely fashion in accordance with the project schedule provided to the Lender and to comply with all applicable State statutes, rules, and regulations pertaining to this Loan Agreement and the Project as well as with any conditions that may have been established by the Lender when it approved this Loan.

(j) The Borrower covenants to establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to allow for an audit by the State of financial records and transactions covering any fiscal year for which a Project Loan has been approved and not yet repaid in full.

## ARTICLE 6 Events of Default

Section 6.01. Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:

(a) the payments required by Sections 4.01 through 4.04 are not paid punctually when due;

(b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for sixty (60) days after the Lender shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 60 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

(c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive).

Section 6.02. Remedies. Upon the continuing occurrence of an Event of Default, regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Loan Agreement, the Lender, or any other Person who has succeeded to the rights of the Lender hereunder, at any time thereafter and while such Event of Default shall continue, may, at its option, take any action at law or in equity to collect amounts then due and thereafter to become due hereunder, including without limitation declaring the unpaid principal and interest to be immediately due and payable, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement.

## ARTICLE 7 Conditions Precedent to Loan

Section 7.01. Borrower's Certificate. Prior to execution of the Loan Agreement by the Lender, the Borrower shall have furnished to the Lender, in form and substance satisfactory to the Lender, a certificate of the Borrower certifying the resolution authorizing the Borrower to enter into this Loan Agreement.

Section 7.02. Attorney's Opinion. Prior to execution of the Loan Agreement by the Lender, the Borrower also shall have furnished to the Lender, in form and substance satisfactory to the Lender, an opinion of Borrower's counsel to the effect that: (1) the Borrower has been duly created and is validly existing and has full power and authority (under its Charter and By-Laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement; (2) this Loan Agreement is duly executed and constitutes a valid and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors' rights generally; (3) this Loan Agreement is not in conflict in any material way with any contracts or ordinances of the Borrower; and (4) there is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower.

ARTICLE 8  
Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Lender and the Borrower under this Loan Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Loan Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. Non-Waiver by Lender. No failure by Lender or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of Lender provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Loan Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers or remedies.

Section 8.04. Amendments, Changes and Modification. This Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written agreement of each of the parties hereto, provided, however, that changes by the Lender to the repayment schedule attached hereto as **Exhibit D** after completion of construction as provided in Section 4.01 shall not be deemed an amendment, change or modification or alteration hereof.

Section 8.05. Applicable Law - Entire Understanding. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Loan Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Loan Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Loan Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified

or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at [ ], or (b) if to the Lender, Energy Efficient Schools Initiative, Andrew Johnson Tower – 12<sup>th</sup> Floor, 710 James Robertson Parkway, Nashville, TN 37243, ATTN: Executive Director, with a copy to Office of State and Local Finance, 1600 James K. Polk Office Building, 505 Deaderick Street, Nashville, Tennessee 37243-0273, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above.

Section 8.08. Headings and References. The headings in this Loan Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Loan Agreement to particular Articles or Sections are references to Articles or Sections of this Loan Agreement, unless otherwise indicated.

Section 8.09. Successors and Assigns. The terms and provisions of this Loan Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.10. Multiple Counterparts. This Loan Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. No Liability of Lender's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Lender or the Borrower, either directly or through the Lender or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Lender against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

Section 8.12. Loan Administrator. Any function required or permitted to be performed hereunder by the Lender may, in the Lender's sole determination and upon notice to the Borrower, be performed by the Loan Administrator. After such notice to the Borrower, the Borrower shall deal solely with the Loan Administrator with respect to such matters.

*Signatures on Following Page*

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

**BORROWER**

NAME: \_\_\_\_\_ [City or County]

BY: \_\_\_\_\_ (Signature)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LENDER:**

ENERGY EFFICIENT SCHOOLS COUNCIL

BY: \_\_\_\_\_ (Signature)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**

**REQUISITION**

REQUISITION NO. \_\_\_\_\_

Energy Efficient Schools Council

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a loan agreement (the "Loan Agreement"), dated \_\_\_\_\_, 2010, by and between the Energy Efficient Schools Council and [Name of Local Government], Tennessee (the

“Borrower”), submits this Requisition on behalf of the Borrower pursuant to Section 3.03 of the Loan Agreement, as follows:

1. Borrower hereby requests disbursement to the Borrower pursuant to the Loan Agreement of \$\_\_\_\_\_.

2. All amounts advanced hereunder will be used to pay Cost of the Project, as defined in the Loan Agreement.

3. The amounts requested hereunder have not been the subject of a previous request for disbursement of funds.

4. The subject of this request is a proper Costs of the Project, as described in the Loan Agreement.

5. The amount requested should be wired to:

Bank: \_\_\_\_\_

ABA Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

It is understood that your duties will be discharged with respect to the disbursement requested hereunder if payment is made as provided herein.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

[Name of Local Government], TENNESSEE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Funding Date: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_.

After execution, fax the Requisition as follows.

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

(615) \_\_\_\_\_ (Office Confirm)

(615) \_\_\_\_\_ (FAX)



**EXHIBIT B**

**COMPLETION CERTIFICATE**

The undersigned, being an Authorized Borrower Representative within the meaning of that Loan Agreement (“Loan Agreement”), dated \_\_\_\_\_, 2010, by and between the Energy Efficient Schools Council and [Name of Local Government], Tennessee (the “Borrower”), submits this Completion Certificate on behalf of the Borrower pursuant to Section 3.04 of the Loan Agreement, as follows:

1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;

2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and

Notwithstanding the foregoing, this Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand this \_\_\_\_\_ day of \_\_\_\_\_.

[Name of Local Government], TENNESSEE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**  
**DESCRIPTION OF PROJECT**

**EXHIBIT D**  
**REPAYMENT SCHEDULE**

#7

CONFLICT OF INTEREST STATEMENT

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

Sandra Hyatt



LAWRENCE COUNTY TN RESOLUTION NO: 2010062907

Resolution to approve Lawrence County School System Energy Loan from State of Tennessee excess Lottery Funds

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

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

**Comments:**

**Conflict of Interest statements ready by Sandra Hyatt and Jerry Dryden before casting their vote due to their employment by the Lawrence County School Board**



LAWRENCE COUNTY TN  
 June 29, 2010 Special Session  
 NOTARIES

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

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

**Comments:**



LAWRENCE COUNTY COMMISSION  
 June 29, 2010 Special Session  
 ADJOURNMENT

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

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

**Comments:**