

Agenda

The Lawrence County Board Of Commissioners
Lawrence County, Tennessee
September 27, 2011
Regular Session
5:00 P.M.

Call To Order By The Chair, Jerry Dryden

Roll Call: By County Clerk, Chuck Kizer

Invocation:

Pledge:

Public Comments:

Bi-Monthly Financial Report Fiscal Agent

Bi-Monthly Financial Report, Director of Schools

Report of Resolution Committee

Election of Chair and Chair Pro Tempore of the Lawrence County Legislative Body.

Letter from Comptroller of the Treasury for the State of Tennessee regarding approval for Lawrence County to issue interfund tax and revenue anticipation notes for the Highway/Public Works Fund from the General Debt Service Fund to be spread on the minutes.

Public Officials Financial Reports for the July 1, 2010 through June 30, 2011, fiscal year to be spread on the minutes.

Old Business – Consideration of Resolution No. 2011072609 titled Resolution to Declare as Surplus Property all Tangible Personal Property Installed for the Use and Benefit of the Temporary Jail Facility Located at the Solid Waste Transfer Station Excluding Therefrom any Electrical, HVAC, Fixtures and any such Property the Sheriff Deems Necessary and Needed for the Operation of the Lawrence County Jail; to Authorize the Sale of said Property and Authorize use of Facility by Solid Waste Services, deferred at July 26, 2011, meeting to the September meeting.

Resolution to Honor Mr. Joe Wray

1. Resolution No. 2011092701
Resolution Approving Minutes of July 26, 2011, Regular Session
Sponsor: Jerry Dryden
2. Resolution No. 2011092702
Resolution Approving Minutes of August 22, 2011, Special Session
Sponsor: Jerry Dryden
3. Resolution No. 2011092703
Resolution Recognizing Lawrence County Residents Jeff Hummel and bill Phillips for Receiving the 2011 Tennessee Department of Homeland Security First Responders Award
Sponsor: Chris D. Jackson

4. Resolution No. 2011092704
Resolution to Approve Amendments to the 2011-2012 Lawrence County Budget
Sponsor: Budget Committee
5. Resolution No. 2011092705
Resolution to Approve Amendments to the 2011-2012 Lawrence County Board of Education Budget
Sponsor: Lawrence County Board of Education
6. Resolution No. 2011092706
Resolution to Approve Policy in Regards to Reimbursement of Travel Expense Incurred by County Employees and Elected Officials
Sponsor: Budget Committee
7. Resolution No. 2011092707
Resolution to Establish an Audit Committee for Lawrence County, Tennessee
Sponsor: Budget Committee
8. Resolution No. 2011092708
Resolution to Approve a Debt Management Policy
Sponsor: Budget Committee
9. Resolution No. 2011092709
Resolution to Approve Appointment of Teresa Purcell as Director of Accounts and Budgets for Lawrence County and to Set Salary
Sponsor: J. Mack Chandler and Budget Committee
10. Resolution No. 2011092710
Resolution to Approve Appointment of Carla Burden as purchasing Agent and Grants Manager for Lawrence County and to Set Salary
Sponsor: J. Mack Chandler and Budget Committee
11. Resolution No. 2011092711
Resolution to Make Temporary Jail a Recycling Facility for Used Building Fixtures
Sponsor: Facilities Committee
12. Resolution No. 2011092712
Resolution to Authorize the County Executive to Move the Generator Formerly Used for the Temporary Jail to Lawrence County Emergency Medical Services
Sponsor: Facilities Committee
13. Resolution No. 2011092713
Resolution to Declare as Surplus Property the Kitchen Trailer Formerly used at the Temporary Jail Facility and to Authorize the Donation of the Kitchen Trailer to the Lawrence County Chapter of the American Red Cross
Sponsor: Facilities Committee

14. Resolution No. 2011092714
Resolution Approving the Adjustment of Certain Accounts of the Lawrence County Ambulance Service for Hardship or Charitable Purposes
Sponsor: Public Safety Committee
15. Resolution No. 2011092715
Resolution to Contract with Private Haulers of Solid Waste
Sponsor: Solid Waste Committee
16. Resolution No. 2011092716
Resolution to Approve Agreement for Waste Supply, Services, and Disposal, Operation of a Solid Waste Transfer Station Between Lawrence County and Waste Connections of Mississippi, Inc.
Sponsor: Purchasing Committee
17. Resolution No. 2011092717
Resolution Regarding Lawrence County Noise Control Procedures
Sponsor: Karen Woodall
18. Resolution No. 2011092718
Resolution Requiring all Motor Vehicles Purchased by Lawrence County Government in the Future to have the Website for Lawrence County Government Printed on Them
Sponsor: Chris D. Jackson
19. Resolution No. 2011092719
Resolution to Hold the November, 2011, Meeting of the Lawrence County Legislative Body at Loretto High School and the January, 2012, Meeting at Summertown High School
Sponsor: Chris D. Jackson
20. Resolution No. 2011092720
Resolution to Approve the Write Off of Certain Insufficient Funds Checks from the Books and Records of the Lawrence County Clerk
Sponsor: Chuck Kizer
21. Resolution No. 2011092721
Resolution to Confirm Appointments to the Budget Committee
Sponsor: Jerry Dryden
22. Resolution No. 2011092722
Resolution to Confirm Appointments to the Purchasing Committee
Sponsor: J. Mack Chandler
23. Resolution No. 2011092723
Resolution Appointing Member to Lawrence County Emergency Communications Board
Sponsor: J. Mack Chandler

24. Resolution No. 2011092724
Resolution to Elect Member to Lawrenceburg/Lawrence County Municipal Airport Board
Sponsor: J. Mack Chandler
25. Resolution No. 2011092725
Resolution Approving the Bonds of Constables
Sponsor: J. Mack Chandler
26. Resolution No. 2011092726
Resolution to Appoint Member to the Lawrence County Regional Planning Commission
Sponsor: J. Mack Chandler
27. Resolution No. 2011092727
Resolution to Authorize County Executive to Execute and Submit Application to the Appalachian Regional Commission for Funds to Establish an Emergency Warning Infrastructure System in the Summertown Vicinity
Sponsor:
28. Resolution No. 2011092728
Resolution to Amend the Wheel Tax to Eliminate the Wheel Tax Decal
Sponsor: Ronnie Benefield and Chris Jackson

Elections:

Election of Notaries

Elect three members of the Lawrence County Audit Committee

LAWRENCE COUNTY COMMISSION
Regular Session September 27, 2011

CALL TO ORDER BY: Jerry Dryden, Chair
ROLL CALL: Chuck Kizer, County Clerk
INVOCATION: Bert Spearman, County Commissioner
PLEDGE: Sam Purcell, County Commissioner

DISTRICT	COMMISSIONERS	PRESENT	ABSENT
1	Yocom, Wayne A.	X	
15	Woodall, Karen	X	
14	Woodall, Glenn	X	
12	Washburn, Sam	X	
4	Taylor, Ronnie Wayne	X	
17	Spearman, Bert	X	
5	Purcell, Sam	X	
8	Niedergeses, Mark		X
13	Luna, Neeley	X	
2	Jackson, Chris D.	X	
6	Glass, Larry	X	
3	Gillespie, Dennis C.	X	
11	Franks, Scott	X	
7	Dryden, Jerry W.	X	
18	Burks, William (Bill)	X	
16	Brown, Anne N.	X	
9	Benefield, Ronald L.	X	
10	Benefield, Delano	X	
TOTAL		17	1

Summary Financial Statement
AUGUST 31, 2011

Fiscal Year Time Lapse: 16.66

101 GENERAL

Account	Description	Year-To-Date		AUGUST		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
REVENUES						
40110	CURRENT PROPERTY TAX	6,199,249.00	80.00	516,604.08	0.00	0.0
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	296,305.00	47,934.25-	24,692.08	21,242.01-	86.0
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	243.90-	0.00	225.41-	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	121,361.00	24,218.53-	10,113.42	18,989.76-	187.8
40140	INTEREST AND PENALTY	52,731.00	3,938.14-	4,394.25	1,932.45-	44.0
40150	PICK-UP TAXES	0.00	6.32-	0.00	0.00	0.0
40161	PAYMENTS IN LIEU OF TAXES - T. V. A.	2,290.00	0.00	190.83	0.00	0.0
40162	PAYMENTS IN LIEU OF TAXES-LOCAL UTILITIE	293,870.00	69,946.43-	24,489.17	45,450.04-	185.6
40163	PAYMENTS IN LIEU OF TAXES - OTHER	1,854.00	0.00	154.50	0.00	0.0
40220	HOTEL/MOTEL TAX	90,000.00	10,825.55-	7,500.00	10,825.55-	144.3
40250	LITIGATION TAX - GENERAL	98,666.00	16,003.04-	8,222.17	16,003.04-	194.6
40260	LITIGATION TAX - SPECIAL PURPOSE	28,275.00	4,688.72-	2,356.25	4,688.72-	199.0
40267	LITIGATION TAX-VICTIM-OFFENDER MEDAT CTR	2,409.00	408.50-	200.75	408.50-	203.5
40270	BUSINESS TAX	270,000.00	9,305.01-	22,500.00	9,305.01-	41.4
40330	WHOLESALE BEER TAX	20,000.00	0.00	1,666.67	0.00	0.0
40350	INTERSTATE TELECOMMUNICATIONS TAX	2,400.00	55.78-	200.00	55.78-	27.9
41110	MARRIAGE LICENSES	2,119.00	104.50-	176.58	104.50-	59.2
41140	CABLE TV FRANCHISE	32,200.00	8,402.45-	2,683.33	8,402.45-	313.1
41510	BEER PERMITS	2,800.00	47.54-	233.33	47.54-	20.4
42110	FINES	14,026.00	503.50-	1,168.83	503.50-	43.1
42120	OFFICERS COSTS	14,300.00	2,713.20-	1,191.67	2,713.20-	227.7
42140	DRUG CONTROL FINES	600.00	83.12-	50.00	83.12-	166.2
42141	DRUG COURT FEES	2,200.00	465.50-	183.33	465.50-	253.9
42150	JAIL FEES	18,090.00	2,358.84-	1,507.50	2,358.84-	156.5
42170	JUDICIAL COMMISSIONER FEES	6,400.00	0.00	533.33	0.00	0.0
42180	DUI TREATMENT FINES	4,023.00	475.00-	335.25	475.00-	141.7
42190	DATA ENTRY FEE - CIRCUIT COURT	1,270.00	234.00-	105.83	234.00-	221.1
42310	FINES	15,500.00	2,328.92-	1,291.67	2,328.92-	180.3
42320	OFFICERS COSTS	55,000.00	8,693.71-	4,583.33	8,693.71-	189.7
42330	GAMES AND FISH FINES	500.00	22.50-	41.67	22.50-	54.0
42340	DRUG CONTROL FINES	1,550.00	149.62-	129.17	149.62-	115.8
42341	DRUG COURT FEE	6,600.00	1,898.68-	550.00	1,898.68-	345.2
42350	JAIL FEES	2,900.00	185.24-	241.67	185.24-	76.6
42380	DUI TREATMENT FINES	8,600.00	798.00-	716.67	798.00-	111.3
42390	DATA ENTRY FEE - GENERAL SESSIONS COURT	6,000.00	1,098.00-	500.00	1,098.00-	219.6
42420	OFFICERS COSTS	1,960.00	90.25-	163.33	90.25-	55.3
42450	JAIL FEES	70.00	0.00	5.83	0.00	0.0
42490	DATA ENTRY FEE - JUVENILE COURT	500.00	104.00-	41.67	104.00-	249.6
42500	OFFICERS COSTS	2,300.00	185.25-	191.67	185.25-	96.7
42530	DATA ENTRY FEE - CHANCERY COURT	2,450.00	374.00-	204.17	374.00-	183.2
43120	PATIENT CHARGES	1,900,000.00	181,391.97-	158,333.33	181,619.27-	114.7
43130	PAST DUE COLLECTIONS - AMBULANCE	1,500.00	100.00-	125.00	100.00-	80.0
43170	WORK RELEASE CHARGES FOR BOARD	35,000.00	0.00	2,916.67	0.00	0.0
43194	SERVICE CHARGES	1,600.00	160.00-	133.33	160.00-	75.0
43350	COPY FEES	6,000.00	978.85-	500.00	507.50-	101.5
43360	LIBRARY FEES	4,600.00	814.30-	383.33	401.76-	104.8

Summary Financial Statement

Fiscal Year Time Lapse: 16.66

101 GENERAL

Account	Description	Year-To-Date		AUGUST		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
	REVENUES					
43370	TELEPHONE COMMISSIONS	44,000.00	5,003.90-	11.4	3,666.67	0.0
43392	DATA PROCESSING FEE - REGISTER	11,000.00	994.00-	9.0	916.67	108.4
43394	DATA PROCESSING FEE - SHERIFF	2,605.00	497.32-	19.1	217.08	229.1
43395	SEXUAL OFFENDER REGISTRATION FEE-SHERIFF	3,500.00	0.00	0.0	291.67	0.0
43396	DATA PROCESSING FEE - COUNTY CLERK	3,100.00	140.00-	4.5	258.33	54.2
43990	OTHER CHARGES FOR SERVICES	1,500.00	452.60-	30.2	125.00	216.0
44110	INVESTMENT INCOME	120,000.00	12,788.19-	10.7	10,000.00	67.1
44120	LEASE/RENTALS	250.00	0.00	0.0	20.83	0.0
44130	SALE OF MATERIALS AND SUPPLIES	250.00	0.00	0.0	20.83	0.0
44131	COMMISSARY SALES	350.00	79.55-	22.7	29.17	103.7
44170	MISCELLANEOUS REFUNDS	2,000.00	20,308.59-	1015.4	166.67	4,552.63-
44530	SALE OF EQUIPMENT	0.00	3,760.00-	0.0	0.00	3,760.00-
44570	CONTRIBUTIONS & GIFTS	225.00	0.00	0.0	18.75	0.0
44580	PERFORMANCE BOND FORFEITURES	950.00	0.00	0.0	79.17	0.0
45110	COUNTY CLERK	382,591.00	0.00	0.0	6,250.00	0.0
45190	TRUSTEE	0.00	0.00	0.0	31,882.58	0.0
45510	COUNTY CLERK	132,205.00	33,690.42-	0.0	0.00	0.0
45520	CIRCUIT COURT CLERK	181,393.00	28,486.03-	21.5	11,017.08	258.6
45540	GENERAL SESSIONS COURT CLERK	154,858.00	30,344.13-	16.7	15,116.08	30,344.13-
45550	CLERK AND MASTER	3,845.00	17,886.68-	11.6	12,904.83	17,886.68-
45560	JUVENILE COURT CLERK	108,000.00	6,138.25-	18.1	2,820.42	6,138.25-
45580	REGISTER	14,500.00	10,883.89-	10.1	9,000.00	10,883.89-
45590	SHERIFF	0.00	0.00	0.0	1,208.33	0.0
45610	TRUSTEE	0.00	21,616.58-	0.0	0.00	21,616.58-
45620	OTHER OFFICIALS	0.00	12,716.99-	0.0	0.00	12,716.99-
46110	JUVENILE SERVICES PROGRAM	9,270.00	0.00	0.0	772.50	0.0
46210	LAW ENFORCEMENT TRAINING PROGRAMS	24,600.00	0.00	0.0	2,050.00	0.0
46290	OTHER PUBLIC SAFETY GRANTS	46,700.00	2,857.67-	6.1	3,891.67	2,857.67-
46310	HEALTH DEPARTMENT PROGRAMS	221,800.00	31,708.49-	14.3	18,483.33	31,708.49-
46430	LITTER PROGRAM	58,706.00	2,425.47-	4.1	4,892.17	2,425.47-
46820	INCOME TAX	68,500.00	1,498.30	2.2	5,708.33	1,498.30
46830	BEER TAX	18,800.00	0.00	0.0	1,566.67	0.00
46840	ALCOHOLIC BEVERAGE TAX	70,000.00	18,475.29-	26.4	5,833.33	18,475.29-
46915	CONTRACTED PRISONER BOARD	600,000.00	0.00	0.0	50,000.00	0.00
46960	REGISTRAR'S SALARY SUPPLEMENT	16,380.00	0.00	0.0	1,365.00	0.00
46980	OTHER STATE GRANTS	0.00	7,987.37-	0.0	0.00	7,987.37-
47990	OTHER DIRECT FEDERAL REVENUE	0.00	2,400.00-	0.0	0.00	400.00-
48130	CONTRIBUTIONS	93,732.00	0.00	0.0	7,811.00	0.00
48610	DONATIONS	10,501.00	863.40-	8.2	875.08	432.90-
48990	OTHER	3,300.00	608.85-	18.5	275.00	386.95-
49700	INSURANCE RECOVERY	0.00	18,542.03-	0.0	0.00	18,542.03-
	Total REVENUES	12,144,479.00	692,412.50-	5.7	1,012,039.90	603,606.46-

101 GENERAL

Account	Description	Year-to-Date			AUGUST		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
EXPENDITURES							
51100	COUNTY COMMISSION	103,622.00-	22,717.65	21.9	8,635.16-	13,372.97	154.9
51300	COUNTY MAYOR/EXECUTIVE	177,267.00-	40,217.54	22.7	14,772.23-	12,765.34	86.4
51400	COUNTY ATTORNEY	7,267.00-	1,242.30	17.1	605.58-	593.65	98.0
51500	ELECTION COMMISSION	209,715.00-	37,498.71	17.9	17,476.24-	14,266.95	81.6
51600	REGISTER OF DEEDS	178,247.00-	33,436.42	18.8	14,853.91-	13,003.88	87.5
51800	COUNTY BUILDINGS	406,653.00-	107,492.90	26.4	33,887.75-	34,784.78	102.6
51910	PRESERVATION OF RECORDS	51,288.00-	10,150.87	19.8	4,274.00-	3,572.61	83.6
52100	ACCOUNTING AND BUDGETING	158,407.00-	37,486.55	23.7	13,200.58-	14,097.48	106.8
52200	PURCHASING	85,665.00-	22,150.27	25.9	7,138.73-	8,092.13	113.4
52300	PROPERTY ASSESSOR'S OFFICE	304,772.00-	55,541.70	18.2	25,397.66-	20,492.26	80.7
52400	COUNTY TRUSTEE'S OFFICE	65,335.00-	47,825.21	73.2	5,444.58-	21,747.15	399.4
52500	COUNTY CLERK'S OFFICE	104,081.00-	86,760.27	83.4	8,673.43-	43,477.20	501.3
52600	DATA PROCESSING	151,368.00-	16,908.87	11.2	12,614.03-	6,605.26	52.4
53100	CIRCUIT COURT	471,311.00-	114,448.38	24.3	39,275.93-	50,028.64	127.4
53300	GENERAL SESSIONS COURT	285,069.00-	62,592.64	22.0	23,755.74-	25,645.64	108.0
53400	CHANCERY COURT	266,983.00-	62,107.79	23.3	22,248.59-	17,923.93	80.6
53500	JUVENILE COURT	93,507.00-	9,660.41	10.3	7,792.26-	3,855.78	49.5
53600	DISTRICT ATTORNEY GENERAL	0.00	5,135.13	0.0	0.00	2,104.74	0.0
53920	COURTROOM SECURITY	6,000.00-	0.00	0.0	500.01-	0.00	0.0
53930	VICTIM ASSISTANCE PROGRAMS	4,200.00-	1,455.52	34.7	350.00-	1,455.52	415.9
54110	SHERIFF'S DEPARTMENT	2,676,703.00-	523,424.34	19.6	223,058.56-	216,331.47	97.0
54150	DRUG ENFORCEMENT	0.00	16,645.77	0.0	0.00	6,921.56	0.0
54210	JAIL	2,095,215.00-	373,148.53	17.8	174,601.28-	168,188.45	96.3
54220	WORKHOUSE	58,706.00-	10,154.62	17.3	4,892.16-	6,137.95	125.5
54250	WORK RELEASE PROGRAM	7,000.00-	3,311.95	47.3	583.34-	1,204.11	206.4
54310	FIRE PREVENTION AND CONTROL	2,000.00-	0.00	0.0	166.67-	0.00	0.0
54410	CIVIL DEFENSE	10,000.00-	0.00	0.0	833.32-	0.00	0.0
54420	RESCUE SQUAD	271,500.00-	77,875.00	28.7	22,625.00-	77,875.00	344.2
54430	OTHER EMERGENCY MANAGEMENT	285,000.00-	71,250.00	25.0	23,750.00-	0.00	0.0
54610	COUNTY CORONER/MEDICAL EXAMINER	12,390.00-	0.00	0.0	1,032.50-	0.00	0.0
54900	OTHER PUBLIC SAFETY	12,000.00-	694.75	5.8	1,000.00-	18.00	1.8
55110	LOCAL HEALTH CENTER	114,452.00-	24,713.34	21.6	9,537.65-	8,043.15	84.3
55130	AMBULANCE/EMERGENCY MEDICAL SERVICES	1,937,567.00-	417,695.32	21.6	161,463.93-	193,272.80	119.7
55190	OTHER LOCAL HEALTH SERVICES	5,000.00-	0.00	0.0	416.67-	0.00	0.0
55310	REGIONAL MENTAL HEALTH CENTER	10,000.00-	0.00	0.0	833.33-	0.00	0.0
55390	APPROPRIATION TO STATE	251,800.00-	44,107.56	17.5	20,983.34-	23,592.72	112.4
55520	AID TO DEPENDENT CHILDREN	8,000.00-	578.69	7.2	666.67-	578.69	86.8
55900	OTHER PUBLIC HEALTH AND WELFARE	74,983.00-	4,661.87	6.2	6,248.59-	0.00	0.0
56300	SENIOR CITIZENS ASSISTANCE	1,500.00-	1,500.00	100.0	125.00-	0.00	0.0
56500	LIBRARIES	297,691.00-	66,495.31	22.3	24,807.58-	21,897.22	88.3
56900	OTHER SOCIAL, CULTURAL AND RECREATIONAL	10,000.00-	5,000.00	50.0	833.33-	5,000.00	600.0
57100	AGRICULTURAL EXTENSION SERVICE	114,984.00-	6,488.79	5.6	9,582.00-	2,491.88	26.0
57500	SOIL CONSERVATION	44,749.00-	7,025.19	15.7	3,729.07-	2,814.78	75.5
58110	TOURISM	23,400.00-	13,900.00	59.4	1,950.00-	13,400.00	687.2
58120	INDUSTRIAL DEVELOPMENT	138,427.00-	0.00	0.0	11,535.58-	0.00	0.0
58220	AIRPORT	60,000.00-	0.00	0.0	5,000.00-	0.00	0.0

Summary Financial Statement
AUGUST 31, 2011

Fiscal Year Time Lapse: 15.66

101 GENERAL

Account	Description	Year-To-Date		AUGUST		Percent Of Avg
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	
	EXPENDITURES					
58300	VETERAN'S SERVICES	98,613.00-	17,866.01	8,217.72-	7,664.49	93.3
58400	OTHER CHARGES	444,164.00-	211,221.73	37,013.67-	25,910.33	70.0
82110	GENERAL GOVERNMENT	141,545.00-	68,182.22	11,795.42-	0.00	0.0
82210	GENERAL GOVERNMENT	9,811.00-	6,913.00	817.58-	0.00	0.0
	Total EXPENDITURES	12,347,957.00-	2,747,683.12	1,028,996.37-	1,090,728.51	106.0
	Total GENERAL	203,478.00-	2,055,270.62	16,956.47-	487,122.05	2872.8

116 SOLID WASTE/SANITATION

Account	Description	Year-To-Date		Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
		Budget Estimate	Actual				
REVENUES							
43106	COMMERCIAL AND INDUSTRIAL WASTE COLL CHARG	400,000.00	57,302.98-	14.3	33,333.33	33,629.99-	100.9
43107	RESIDENTIAL WASTE COLLECTION CHARGE	746,000.00	8,483.25-	1.1	62,166.67	3,819.50-	6.1
43110	TIPPING FEES	1,000.00	52.31-	5.2	83.33	52.31-	62.8
43114	SOLID WASTE DISPOSAL FEE	75,000.00	2,161.08-	2.9	6,250.00	684.38-	11.0
43194	SERVICE CHARGES	0.00	20.00-	0.0	0.00	20.00-	0.0
44110	INVESTMENT INCOME	15,000.00	1,586.36-	10.6	1,250.00	774.60-	62.0
44145	SALE OF RECYCLED MATERIALS	225,000.00	45,565.63-	20.3	18,750.00	19,630.93-	104.7
46170	SOLID WASTE GRANTS	40,000.00	7,893.90-	19.7	3,333.33	7,893.90-	236.8
Total REVENUES		1,502,000.00	123,065.51-	8.2	125,166.66	66,505.61-	53.1
EXPENDITURES							
55754	LANDFILL OPERATION AND MAINTENANCE	1,677,214.00-	267,150.24	15.9	139,767.82-	130,708.32	93.5
91140	PUBLIC HEALTH AND WELFARE PROJECTS	0.00	8,051.70	0.0	0.00	0.00	0.0
Total EXPENDITURES		1,677,214.00-	275,201.94	16.4	139,767.82-	130,708.32	93.5
Total SOLID WASTE/SANITATION		175,214.00-	152,136.43	86.8	14,601.16-	64,202.71	439.7

Summary Financial Statement
AUGUST 31, 2011

Fiscal Year Time Lapse: 16.66

131 HIGHWAY/PUBLIC WORKS

Account	Description	Year-To-Date		AUGUST			
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	1,351,384.00	0.00	0.0	112,615.33	0.00	0.0
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	84,935.00	10,044.82	11.8	7,077.92	4,451.40	62.9
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	51.12	0.0	0.00	47.24	0.0
40130	CIR. CLK/CLK & MASTER COLLECTIONS-PR YR	15,640.00	5,075.08	32.4	1,303.33	3,979.37	305.3
40140	INTEREST AND PENALTY	14,932.00	824.74	5.5	1,244.33	404.91	32.5
40280	MINERAL SEVERANCE TAX	92,792.00	0.00	0.0	7,732.67	0.00	0.0
44130	SALE OF MATERIALS AND SUPPLIES	2,500.00	3,031.96	121.3	208.33	2,648.80	1271.4
44170	MISCELLANEOUS REFUNDS	0.00	180.87	0.0	0.00	180.87	0.0
44530	SALE OF EQUIPMENT	0.00	9,305.00	0.0	0.00	0.00	0.0
46410	BRIDGE PROGRAM	104,668.00	0.00	0.0	8,722.33	0.00	0.0
46420	STATE AID PROGRAM	254,231.00	0.00	0.0	21,185.92	0.00	0.0
46920	GASOLINE AND MOTOR FUEL TAX	2,043,326.00	170,358.67	8.3	170,277.17	170,358.67	100.0
46930	PETROLEUM SPECIAL TAX	32,134.00	2,517.53	7.8	2,677.83	2,517.53	94.0
47230	DISASTER RELIEF	269,151.00	0.00	0.0	22,429.25	0.00	0.0
49700	INSURANCE RECOVERY	0.00	4,292.38	0.0	0.00	2,456.61	0.0
49800	TRANSFERS IN	0.00	400,000.00	0.0	0.00	400,000.00	0.0
Total REVENUES		4,265,693.00	605,682.17	14.2	355,474.41	587,045.40	165.1
EXPENDITURES							
61000	ADMINISTRATION	245,470.00	39,249.42	16.0	20,455.83	16,059.34	78.5
62000	HIGHWAY AND BRIDGE MAINTENANCE	2,308,845.00	1,254,655.92	54.3	192,403.75	545,252.98	283.4
63100	OPERATION AND MAINTENANCE OF EQUIPMENT	785,461.00	155,079.89	19.7	65,455.08	83,572.19	127.7
65000	OTHER CHARGES	88,299.00	39,877.97	45.2	7,358.25	1,866.53	25.4
68000	CAPITAL OUTLAY	1,120,000.00	2,565.00	0.2	93,333.33	2,565.00	2.7
82120	HIGHWAYS & STREETS	142,344.00	67,041.77	47.1	11,862.00	0.00	0.0
82220	HIGHWAYS & STREETS	11,912.00	2,349.87	19.7	992.67	0.00	0.0
Total EXPENDITURES		4,702,331.00	1,560,819.84	33.2	391,860.91	649,316.04	165.7
Total HIGHWAY/PUBLIC WORKS		436,638.00	955,137.67	218.7	36,386.50	62,270.64	171.1

151 GENERAL DEBT SERVICE

Account	Description	Year-To-Date			AUGUST		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	1,927,589.00	0.00	0.0	160,632.42	0.00	0.0
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	90,052.00	14,774.73	16.4	7,504.33	6,547.25	87.2
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	75.18	0.0	0.00	69.48	0.0
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	35,625.00	7,464.84	21.0	2,968.75	5,853.19	197.2
40140	INTEREST AND PENALTY	19,400.00	1,213.28	6.3	1,616.67	595.79	36.9
40210	LOCAL OPTION SALES TAX	1,390,000.00	87,985.49	6.3	115,833.33	87,985.49	76.0
40240	WHEEL TAX	900,000.00	65,571.00	7.3	75,000.00	65,571.00	87.4
40266	LITIGATION TAX-JAIL, WRKHSE, COURTHOUSE	75,578.00	11,977.03	15.8	6,298.17	11,977.03	190.2
40320	BANK EXCISE TAX	51,000.00	0.00	0.0	4,250.00	0.00	0.0
44120	LEASE/RENTALS	90,000.00	7,500.00	8.3	7,500.00	7,500.00	100.0
46851	STATE REVENUE SHARING -T.V.A.	625,000.00	0.00	0.0	52,083.33	0.00	0.0
48130	CONTRIBUTIONS	300,000.00	0.00	0.0	25,000.00	0.00	0.0
Total REVENUES		5,504,244.00	196,561.55	3.6	458,687.00	186,099.23	40.6
EXPENDITURES							
82110	GENERAL GOVERNMENT DEBT SERVICE	2,124,667.00	870,000.00	40.9	177,055.58	0.00	0.0
82130	EDUCATION DEBT SERVICE	2,040,000.00	580,000.00	28.4	170,000.00	580,000.00	341.2
82210	GENERAL GOVERNMENT	1,177,278.00	197,997.75	16.8	98,106.50	168,053.75	171.3
82230	EDUCATION	640,234.00	95,490.00	14.9	53,352.83	95,490.00	179.0
82310	GENERAL GOVERNMENT	75,000.00	4,414.84	5.9	6,250.00	1,933.19	30.9
82320	HIGHWAYS & STREETS	1,000.00	0.00	0.0	83.33	0.00	0.0
82330	EDUCATION	1,000.00	0.00	0.0	83.33	0.00	0.0
99100	TRANSFERS OUT	0.00	400,000.00	0.0	0.00	400,000.00	0.0
Total EXPENDITURES		6,059,179.00	2,147,902.59	35.4	504,931.57	1,245,476.94	246.7
Total GENERAL DEBT SERVICE		554,935.00	1,951,341.04	351.6	46,244.57	1,059,377.71	2290.8

G/L Month: 08 AUGUST
 Beginning Fund: 101 Beginning Function: ZZZZ
 Ending Fund: 151 Ending Function: ZZZZ
 * End of Report: LAWRENCE CO FINANCE *

LAWRENCE COUNTY TN
 Regular Session September 27, 2011
 BI-MONTHLY REPORT FISCAL AGENT

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry		X	X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

Summary Financial Statement
AUGUST 31, 2011

Fiscal Year Time Lapse: 16.66

141 GENERAL PURPOSE SCHOOL

Account	Description	Year-To-Date		AUGUST		
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES						
40110	CURRENT PROPERTY TAX	0.00	582.73	0.00	0.00	0.00
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	0.00	153.47	0.00	18,468.34	0.00
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	0.00	212.05	0.00	195.97	0.00
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	0.00	21,056.13	0.00	16,510.12	0.00
40140	INTEREST AND PENALTY	0.00	3,422.02	0.00	1,680.05	0.00
40210	LOCAL OPTION SALES TAX	0.00	384,653.58	0.00	398,499.27	0.00
40350	INTERSTATE TELECOMMUNICATIONS TAX	0.00	78.20	0.00	78.20	0.00
41110	MARRIAGE LICENSES	0.00	275.50	0.00	104.50	0.00
43511	TUITION - REGULAR DAY STUDENTS	0.00	1,500.00	0.00	1,500.00	0.00
43570	RECEIPTS FROM INDIVIDUAL SCHOOLS	0.00	2,502.56	0.00	330.58	0.00
43581	COMMUNITY SERVICE FEES - CHILDREN	0.00	2,454.50	0.00	976.00	0.00
44570	CONTRIBUTIONS & GIFTS	0.00	62.00	0.00	0.00	0.00
46511	BASIC EDUCATION PROGRAM	0.00	3,171,800.00	0.00	3,171,800.00	0.00
46530	ENERGY EFFICIENT SCHOOL INITIATIVE	0.00	27,000.00	0.00	27,000.00	0.00
46515	CAREER LADDER-EXTENDED CONTRACT-ARRA	0.00	1,167.00	0.00	0.00	0.00
46990	OTHER STATE REVENUES	0.00	19,850.20	0.00	11,346.60	0.00
47590	OTHER FEDERAL THROUGH STATE	0.00	500.00	0.00	500.00	0.00
49700	INSURANCE RECOVERY	0.00	19,445.00	0.00	19,445.00	0.00
	Total REVENUES	0.00	3,656,724.94	0.00	3,668,434.63	0.00

EXPENDITURES

71100	REGULAR INSTRUCTION PROGRAM	0.00	271,814.64	0.00	152,841.61	0.00
71150	ALTERNATIVE INSTRUCTION PROGRAM	0.00	12,442.32	0.00	0.00	0.00
71200	SPECIAL EDUCATION PROGRAM	0.00	9,276.87	0.00	6,476.87	0.00
71300	VOCATIONAL EDUCATION PROGRAM	0.00	31,156.66	0.00	24,607.44	0.00
71600	ADULT EDUCATION PROGRAM	0.00	5,936.91	0.00	5,248.41	0.00
72110	ATTENDANCE	0.00	15,899.09	0.00	6,169.37	0.00
72120	HEALTH SERVICES	0.00	5,704.95	0.00	1,999.29	0.00
72130	OTHER STUDENT SUPPORT	0.00	29,416.45	0.00	23,198.49	0.00
72210	REGULAR INSTRUCTION PROGRAM	0.00	68,556.64	0.00	66,437.53	0.00
72215	ALTERNATIVE INSTRUCTION PROGRAM	0.00	1,047.73	0.00	689.40	0.00
72220	SPECIAL EDUCATION PROGRAM	0.00	8,870.51	0.00	8,870.51	0.00
72230	VOCATIONAL EDUCATION PROGRAM	0.00	6,889.64	0.00	3,097.44	0.00
72250	ADULT PROGRAMS	0.00	9,448.10	0.00	6,746.74	0.00
72310	BOARD OF EDUCATION	0.00	432,803.86	0.00	45,196.23	0.00
72320	OFFICE OF THE SUPERINTENDENT	0.00	42,487.72	0.00	28,487.85	0.00
72410	OFFICE OF THE PRINCIPAL	0.00	154,881.26	0.00	119,388.04	0.00
72510	FISCAL SERVICES	0.00	24,513.00	0.00	14,598.65	0.00
72610	OPERATION OF PLANT	0.00	374,659.54	0.00	229,369.92	0.00
72620	MAINTENANCE OF PLANT	0.00	276,390.97	0.00	155,881.01	0.00
72710	TRANSPORTATION	0.00	199,468.99	0.00	107,946.99	0.00
72810	CENTRAL AND OTHER	0.00	29,303.82	0.00	11,520.52	0.00
73300	COMMUNITY SERVICES	0.00	8,504.96	0.00	8,504.96	0.00
73400	EARLY CHILDHOOD EDUCATION	0.00	68,073.21	0.00	14,033.22	0.00

Summary Financial Statement
AUGUST 31, 2011

Fiscal Year Time Lapse: 16.66

141 GENERAL PURPOSE SCHOOL

Account	Description	Year-To-Date		AUGUST		
		Budget Estimate	Actual	Estimate Avg/Mth	Actual	Percent Of Avg
EXPENDITURES						
76100	REGULAR CAPITAL OUTLAY	0.00	471,137.90	0.00	329,561.10	0.0
	Total EXPENDITURES	0.00	2,558,785.74	0.0	1,370,971.59	0.0
	Total GENERAL PURPOSE SCHOOL	0.00	1,097,939.20	0.0	2,297,463.04	0.0

G/L Month: 08 AUGUST
 Beginning Fund: 141 Beginning Function: ZZZZZ
 Ending Fund: 141 Ending Function: ZZZZZ

* End of Report: LAWRENCE CO BD OF EDUCATION *

LAWRENCE COUNTY TN
 Regular Session September 27, 2011
 BI-MONTHLY REPORT SUPERINTENDENT

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn		X	X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert	X		X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

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

September 27, 2011
5:00 p.m.

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

1. Resolution No. 2011092701
Resolution Approving Minutes of July 26, 2011, Regular Session
Sponsor: Jerry Dryden
2. Resolution No. 2011092702
Resolution Approving Minutes of August 22, 2011, Special Session
Sponsor: Jerry Dryden
3. Resolution No. 2011092703
Resolution Recognizing Lawrence County Residents Jeff Hummel and Bill Phillips for Receiving the 2011 Tennessee Department of homeland Security First Responders Award
Sponsor: Chris D. Jackson
4. Resolution No. 2011092704
Resolution to Approve Amendments to the 2011-2012 Lawrence County Budget
Sponsor: Budget Committee
5. Resolution No. 2011092705
Resolution to Approve Amendments to the 2011-2012 Lawrence County Board of Education Budget
Sponsor: Lawrence County Board of Education
6. Resolution No. 2011092706
Resolution to Approve Policy in Regards to Reimbursement of Travel Expense Incurred by County Employees and Elected Officials
Sponsor: Budget Committee
7. Resolution No. 2011092707
Resolution to Establish an Audit Committee for Lawrence County, Tennessee
Sponsor: Budget Committee
8. Resolution No. 2011092708
Resolution to Approve a Debt Management Policy
Sponsor: Budget Committee
9. Resolution No. 2011092709
Resolution to Approve Appointment of Teresa Purcell as Director of Accounts and Budgets for Lawrence County and to Set Salary
Sponsor: J. Mack Chandler and Budget Committee

10. Resolution No. 2011092710
Resolution to Approve Appointment of Carla Burden as Purchasing Agent and Grants Manager for Lawrence County and to Set Salary
Sponsor: J. Mack chandler and Budget Committee
11. Resolution No. 2011092711
Resolution to Make Temporary Jail a Recycling Facility for Used Building Fixtures
Sponsor: Facilities Committee
12. Resolution No. 2011092712
Resolution to Authorize the County Executive to Move the Generator Formerly Used for the Temporary Jail to Lawrence County Emergency Medical Services
Sponsor: Facilities Committee
13. Resolution No. 2011092713
Resolution to Declare as Surplus Property the Kitchen Trailer Formerly used at the Temporary Jail Facility and to Authorize the Donation of the Kitchen Trailer to the Lawrence County Chapter of the American Red Cross
Sponsor: Facilities Committee
14. Resolution No. 2011092714
Resolution Approving the Adjustment of Certain Accounts of the Lawrence County Ambulance Service for Hardship or Charitable Purposes
Sponsor: Public Safety Committee
15. Resolution No. 2011092715
Resolution to Contract with Private Haulers of Solid Waste
Sponsor: Solid Waste Committee
16. Resolution No. 2011092716
Resolution to Approve Agreement for Waste Supply, Services, and Disposal, Operation of a Solid Waste Transfer Station Between Lawrence County and Waste Connections of Mississippi, Inc.
Sponsor: Purchasing Committee
17. Resolution No. 2011092717
Resolution Regarding Lawrence County Noise Control Procedures
Sponsor: Karen Woodall
18. Resolution No. 2011092718
Resolution Requiring all Motor Vehicles Purchased by Lawrence County Government in the Future to have the Website for Lawrence County Government Printed on Them
Sponsor: Chris D. Jackson
19. Resolution No. 2011092719
Resolution to Hold the November, 2011, Meeting of the Lawrence County Legislative Body at Loretto High School and the January, 2012, Meeting at Summertown High School
Sponsor: Chris D. Jackson

20. Resolution No. 2011092720
Resolution to Approve the Write Off of Certain Insufficient Funds Checks from the Books and Records of the Lawrence County Clerk
Sponsor: Chuck Kizer
21. Resolution No. 2011092721
Resolution to Confirm Appointments to the Budget Committee
Sponsor: Jerry Dryden
22. Resolution No. 2011092722
Resolution to Confirm Appointments to the Purchasing Committee
Sponsor: J. Mack Chandler
23. Resolution No. 2011092723
Resolution Appointing Member to Lawrence County Emergency Communications Board
Sponsor: J. Mack Chandler
24. Resolution No. 2011092724
Resolution to Elect Member to Lawrenceburg/Lawrence County Municipal Airport Board
Sponsor: J. Mack Chandler
25. Resolution No. 2011092725
Resolution Approving the Bonds of Constables
Sponsor: J. Mack Chandler
26. Resolution No. 2011092726
Resolution to Appoint Member to the Lawrence County Regional Planning Commission
Sponsor: J. Mack Chandler
27. Resolution No. 2011092727
Resolution to Authorize County Executive to Execute and Submit Application to the Appalachian Regional Commission for Funds to Establish an Emergency Warning Infrastructure System in the Summertown Vicinity
Sponsor:
28. Resolution No. 2011092728
Resolution to Amend the Wheel Tax to Eliminate the Wheel Tax Decal
Sponsor: Ronnie Benefield and Chris Jackson

Elections:

Election of Notaries

Elect three members of the Lawrence County Audit Committee

LAWRENCE COUNTY TN
Regular Session September 27, 2011

APPROVAL OF THE REPORT OF THE RESOLUTION COMMITTEE

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.		X	X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

Comments:

LAWRENCE COUNTY TN
Regular Session September 27, 2011

Election of Chairman

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS		Dryden	PRESENT	ABSENT
1	Yocom, Wayne A.							X	X	
15	Woodall, Karen							X	X	
14	Woodall, Glenn							X	X	
12	Washburn, Sam							X	X	
4	Taylor, Ronnie Wayne							X	X	
17	Spearman, Bert							X	X	
5	Purcell, Sam							X	X	
8	Niedergeses, Mark									X
13	Luna, Neeley							X	X	
2	Jackson, Chris D.		X					X	X	
6	Glass, Larry	X						X	X	
3	Gillespie, Dennis C.							X	X	
11	Franks, Scott							X	X	
7	Dryden, Jerry W.							X	X	
18	Burks, William (Bill)							X	X	
16	Brown, Anne N.							X	X	
9	Benefield, Ronald L.							X	X	
10	Benefield, Delano							X	X	
	TOTALS							17	17	1

TYPE OF VOTE:	<input checked="" type="checkbox"/> Voice	<input type="checkbox"/> Roll Call
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Jerry Dryden nominated by Larry Glass, seconded by Chris Jackson

LAWRENCE COUNTY TN
Regular Session September 27, 2011

Election of Chair Pro Tem

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS		Yocom		PRESENT	ABSENT
1	Yocom, Wayne A.							X		X	
15	Woodall, Karen							X		X	
14	Woodall, Glenn							X		X	
12	Washburn, Sam							X		X	
4	Taylor, Ronnie Wayne							X		X	
17	Spearman, Bert							X		X	
5	Purcell, Sam							X		X	
8	Niedergeses, Mark										X
13	Luna, Neeley							X		X	
2	Jackson, Chris D.							X		X	
6	Glass, Larry							X		X	
3	Gillespie, Dennis C.	X						X		X	
11	Franks, Scott							X		X	
7	Dryden, Jerry W.							X		X	
18	Burks, William (Bill)							X		X	
16	Brown, Anne N.							X		X	
9	Benefield, Ronald L.		X					X		X	
10	Benefield, Delano							X		X	
	TOTALS							17		17	1

TYPE OF VOTE:	<input checked="" type="checkbox"/> Voice	<input type="checkbox"/> Roll Call
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Wayne Yocom nominated by Dennis Gillespie; seconded by Ronald L. Benefield



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

August 19, 2011

Honorable J. Mack Chandler
Lawrence County Executive
200 West Gaines, Suite 201
Lawrenceburg, TN 38464

Dear Mr. Chandler:

This Office received a request from the County dated August 10, 2011, for approval to issue interfund tax and revenue anticipation notes ("TRANS") for the Highway/Public Works Fund from the General Debt Service Fund pursuant to Title 9, Chapter 21, Part 8, *Tennessee Code Annotated*.

Table 1

Tax and Revenue Anticipation Note Request - Borrowing Fund

Fund	Beg Fund Balance	Revenue	Available Funds	Expenditures	Appropriations	Ending Fund Balance
Highway Fund	\$566,520	\$4,265,693	\$4,832,213	\$4,702,331	\$4,702,331	\$129,882

Tax and Revenue Anticipation Note

This letter acknowledges receipt of a request for approval to issue an amount not-to-exceed \$400,000 Highway/Public Works Fund Tax and Revenue Anticipation Notes, Series 2011, (the "TRANS"). The notes will be issued as an interfund loan from the General Debt Service Fund. Counties in Tennessee are authorized to issue TRANS pursuant to Title 9, Chapter 21, *Tennessee Code Annotated* to provide monies for operating expenses until sufficient revenues are received. The amount of TRANS which may be issued must not exceed 60% of the annual appropriation for the fund involved, and sufficient future revenues must be anticipated allowing payment of the TRANS by the end of the fiscal year of issuance. Issuing the TRANS reduces the amount that the County may borrow in the future. We have determined this request meets the statutory requirements.

Provide a copy of this letter to all the members of the County Commission after receipt, present it for discussion at the next meeting of the Commission after receipt, and include it in the minutes of that meeting.

The financial information received with the request for approval of TRANS represents the County's assertions of its financial condition that may or may not reflect the current or future financial condition of the County.

Table 2
TRANS Request Analysis

Fund	Estimated Revenues	Appropriations	60% Appropriations	Amount Approved	Total FY 2012	TRANS as a % of Revenues
Highway Fund	\$4,265,693	\$4,702,331	\$2,821,399	\$400,000	\$400,000	9%

Approval

This letter constitutes approval by this Office for the issuance of an amount not-to-exceed \$400,000 Highway/Public Fund TRANS, Series 2011 by interfund loan from the General Debt Service Fund conditioned upon agreement with the following terms by the County Board of Commissioners:

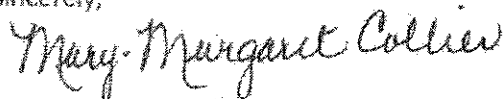
- The County shall comply with all the requirements of Title 9, Chapter 21, *Tennessee Code Annotated*.
- The County shall use the Tax Anticipation Note Form included with this letter as its lending agreement.
- The County shall report the execution of the TRANS and the amount to this Office within 45 days of issuance.
- The County shall maintain a balanced budget with no cash deficits and have sufficient revenues to pay operating and debt service costs during the 2012 fiscal year.
- The County shall repay the TRANS no later than June 30, 2012 and provide documentation to evidence such payment within 15 days of, but not later than June 30, 2012. The County shall report non-issuance of the TRANS to this office not later than June 30, 2012.

This letter and approval do not address compliance with federal tax regulations and should not be relied upon for that purpose. The County should discuss these issues with a tax attorney or bond counsel.

Public Debt Entity Report

Enclosed is a form CT-0253 - Report on Debt Obligation. Please complete this form and return it to this Office within 45 days of the date of issuance of the TRANS.

Sincerely,



Mary-Margaret Collier
Director of State & Local Finance

Cc: Mr. Jim Arnette, Director of County Audit, COT

Enclosures: (2)

Form CT-0253

Tax Anticipation Note Form

LAWRENCE CO CLERK AND MASTER
 ANNUAL FINANCIAL REPORT
 FOR THE YEAR ENDED JUNE 30, 2011

ACCT #	DESCRIPTION	BEGINNING BALANCE	ADJUSTMENTS	RECEIPTS	DISBURSEMENTS	COMMISSION TRANSFERS	ENDING BALANCE
23000	DUE TO STATE OF TENNESSEE	0.00	71.25	10,579.25	-9,931.58	-718.92	0.00
23111	LITIGATION TAX	0.00	71.25	10,579.25	-9,931.58	-718.92	0.00
	TOTAL						
24000	DUE TO COUNTY TRUSTEE	0.00	97.50	29,277.50	-21,797.15	-4,577.84	0.00
24100	LITIGATION TAX - GENERAL PUR	0.00	0.00	1,404.00	-1,309.25	-14,129.65	2,769.60
24150	LITIGATION TAXES	435.00	-3,545.76	296,761.53	-278,752.11	-131.37	0.00
24160	DELINQUENT TAXES	0.00	-44.00	2,671.00	-2,495.83	0.00	0.00
24360	OFFICERS COSTS	0.00	0.00	4.00	-4.00	0.00	0.00
24490	OTHER COLLECTIONS	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	435.00	-3,492.26	324,118.03	-302,358.13	-15,933.04	2,769.60
25000	DUE TO CITIES	0.00	-104.40	52,389.49	-49,670.82	-2,614.27	0.00
25110	CITY DELINQUENT TAXES	0.00	-104.40	52,389.49	-49,670.82	-2,614.27	0.00
	TOTAL						
26000	DUE TO LITIGANTS, HEIRS AND OTHE	57,463.61	1,127.28	77,793.93	-73,194.01	0.00	53,190.81
26100	COURT FUNDS AND COSTS	0.00	44.00	498.00	-842.00	0.00	0.00
26200	OFFICERS COSTS - NON-COUNTY	0.00	359.52	11,699.25	-12,058.91	0.00	0.00
26300	ALIMONY/CHILD SUPPORT	0.00	3,310.94	1,832.00	-5,142.04	0.00	0.00
26310	PUBLICATIIONS	413,439.95	-752.11	30,334.24	-214,176.96	0.00	228,891.99
26510	ATTORNEY FEES - DELINQUENT T	13,233.24	-146.20	24,902.73	-34,174.17	0.00	3,816.80
	TOTAL	484,133.70	3,943.67	147,060.12	-339,288.09	0.00	295,849.40
28000	OTHER CREDITS	0.00	-355.28	140,776.75	-159,687.70	19,266.23	0.00
29900	FEE/COMMISSION ACCOUNT	484,568.70	52.98	674,923.64	-860,936.32	0.00	298,619.00
	TOTAL						
	SUMMARY OF ASSETS:	150.00					150.00
11120	CASH ON HAND	70,981.85					69,627.01
11130	INVESTMENTS	413,436.85					228,841.99
14100	ESTIMATED REVENUES	0.00					0.00
14120	UNLIQUIDATED ENCUMBRANCES (CONTR	0.00					0.00
14500	EXPENDITURES - OTHER FUNDS (CONTR	0.00					0.00
14510	TRANSFERS TO OTHER FUNDS (CONTR	0.00					0.00
14600	EXP. CHGO TO RESERVE FOR PRIOR YR	0.00					0.00
	TOTAL	484,568.70					298,619.00

LAURENCE CO CLERK AND MASTER

ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2011

PROGRAM ID: ACC751-R10.00.00
RUN DATE: 07/01/11 *****

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505,
AND/OR 67-5-1902 TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE
AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE YEAR ENDED
JUNE 30, 2011

7-1-11
(DATE)

Justin Yang
(SIGNATURE)

Clerk & Master
(TITLE)

JUL 11 2011
LAURENCE COUNTY CLERK

Trustee's Y-T-D Cash Receipts, Disbursements And Balances - JUNE 2011
(A Minus Sign Denotes A Credit Balance)

Acct #	Description/ Beg Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
101	GENERAL		12,765,208.61	371,772.50	17,497,374.05	0.00	149,697.55	2,682,595.29
	3,302,880.95	4.67						
112	COURTHOUSE & JAIL MAINTENANCE	0.00	11,555.54	0.00	496.00	0.00	110.01	31,105.22
	20,055.69							
116	SOLID WASTE REMEDIATION	0.00	1,402,700.09	0.00	1,512,530.57	0.00	11,376.08	1,072,571.18
	1,473,777.76							
119	INDUSTRIAL/ECONOMIC DEVELOPMENT	0.00	40,941.33	9,558.67	99,398.36	0.00	304.41	114,862.87
	164,065.68							
122	DRUG CONTROL FUND	0.00	143,591.19	0.00	48,602.87	0.00	1,435.80	114,829.30
	21,276.78							
126	DISTRICT ATTORNEY GENERAL	0.00	31,903.03	0.00	37,389.48	0.00	319.08	29,171.02
	24,976.59							
131	HIGHWAY PUBLIC WORKS	6.35	5,037,561.37	0.00	5,604,489.62	0.00	0.00	87,224.34
	906,214.51							
141	GENERAL PURPOSE SCHOOL	7.08	44,808,825.69	0.00	3,637,985.74	0.00	0.00	567,488.77
	6,531,272.55							
142	SCHOOL FEDERAL PROJECTS	0.00	5,687,396.30	0.00	123,428.83	0.00	1,208.16	19,299.74
	4,317,711							
143	CENTRAL CAFETERIA	0.00	3,544,901.61	0.00	5,704,305.50	0.00	72,670.63	3,044,705.21
	4,001,205.10							
146	EXT DAY PROGRAM	0.00	120,443.48	9,325.23	356,725.34	0.00	0.32	155,268.31
	73,493.20							
151	GENERAL REPT SERVICE	4.10	4,822,705.63	0.00	49,110.14	0.00	0.00	0.00
	4,001,205.10							
171	GENERAL CAPITAL PROJECTS	0.00	194,230.66	0.00	0.00	0.00	0.00	0.00
	317,253.31							
176	HIGHWAY CAPITAL PROJECTS	0.00	0.00	0.00	49,110.14	0.00	0.00	0.00
	49,110.14							
177	EDUCATION CAPITAL PROJECTS	0.00	0.00	0.00	1,519,316.51	0.00	0.00	545,359.21
	2,064,675.74							
189	HOMELAND SECURITY	0.00	144,314.72	0.00	130,432.12	0.00	0.00	61,162.20
	47,251.60							
333	LIBRARY TRUST	0.00	0.00	0.00	0.00	0.00	0.00	75,799.31
	75,799.31							
351	SALES TAX CITIES	6.00	3,965,855.09	0.00	3,926,196.51	0.00	39,658.58	0.00
	0.00							
363	JUDICIAL DIST DRUG	0.00	177,729.97	0.00	180,251.47	0.00	469.36	68,435.31
	71,426.22							
22200	OTHER DEFERRED REVENUE	0.00	29,277.33	0.00	29,277.33	0.00	0.00	0.00
	0.00							
28310	UNDISTRIBUTED TAXES	0.00	37,393.01	0.00	748.56	0.00	0.00	7,070.51
	45,212.10							
29900	FEE/COMMISSION ACCOUNT	0.00	23.52	0.00	187,392.32	372,005.92	561,621.76	27,500.00
	27,500.00							
	19,479,280.91		82,892,425.11	372,005.92	85,808,585.63	372,005.92	0.00	16,7563,120.3

LAWRENCE CO TRUSTEE
 Trustee's Y-T-D Cash Receipts, Disbursements And Balances - JUNE 2011
 (A Minus Sign Denotes A Credit Balance)

Summary of Assets

11120 CASH ON HAND	1,000.00
11130 CASH IN BANK	17,173,937.91
11200 INVESTMENTS	1,173,401.05
11410 ACCOUNTS RECEIVABLE	1,155.00
14310 UNDISTRIBUTED WARRANTS	872,428.05
Total	19,479,268.91

JUNE

ENDING BALANCE	1,000.00
	17,181,231.69
	1,121,231.61
	1,155.00
	1,748,208.01
	18,563,128.39

This Report Is Submitted In Accordance With Requirements Of Section 5-5-205, And/or 27-5-1902, Tennessee Code Annotated, And To The Best Of My Knowledge And Belief Accurately Reflects Transactions Of This Office For The Year Ended JUNE 2011.

[Signature]
 Trustee

7-11-11
 DATE

JUL 11 2011
 LAWRENCE COUNTY CLERK

LAWRENCE COUNTY, TENNESSEE
OFFICE OF REGISTER OF DEEDS
ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 20 11

Account Number	Account Description	Beginning Balance	Adjustments	Receipts	Transfers In	Disbursements	Transfers Out	Commission Transfers	Ending Balance
23000	Due to State of Tennessee		-1.94	371,050.94		362,142.00		8907.00	-0-
29900	Fee & Commission	34,386.12		127,918.49		159,515.32		8907.00	11,696.29
TOTAL		34,386.12	-1.94	498,969.43		521,657.32		-0-	11,696.29

SUMMARY OF ASSETS 7-1-10

Cash	\$ 50.00
Investments	47.00
Receivables	
Cash in Bank	34,289.12
TOTAL	\$ 34,386.12

SUMMARY OF ASSETS 6-30-11

Cash	\$ 50.00
Investments	
Receivables	1008.50
Cash in Bank	10,637.79
TOTAL	\$ 11,696.29

This report is submitted in accordance with requirements of Sections 5-8-505 and/or 67-5-1902, as amended, Tennessee Code Annotated, and to the best of my knowledge, information and belief accurately reflect transactions of this office for the year ended June 30, 2011.


Registered of Deeds

7-13-11

This report is to be filed with the County Executive and County Clerk.

JUL 13 2011
LAWRENCE COUNTY CLERK

PROGRAM ID: ACC761-R10.00.00
 UN-DATE: 07/01/11

LAWRENCE COUNTY JUVENILE
 ANNUAL FINANCIAL REPORT
 FOR THE YEAR ENDED JUNE 30, 2011

CCCT #	DESCRIPTION	BEGINNING BALANCE	ADJUSTMENTS	RECEIPTS	DISBURSEMENTS	COMMISSION TRANSFERS	ENDING BALANCE
3000	DUE TO STATE OF TENNESSEE	0.00	0.00	150.00	-140.00	-10.00	0.00
23200	GAME AND FISH FINES AND COST	0.00	-10.00	361.00	-333.45	-17.55	0.00
23400	DEPARTMENT OF SAFETY	0.00	-100.00	100.00	0.00	0.00	0.00
23900	OTHER FUNDS DUE STATE	0.00	-110.00	611.00	-473.45	-27.55	0.00
	TOTAL						
4000	DUE TO COUNTY TRUSTEE	0.00	0.00	801.00	-833.50	32.50	0.00
24100	LITIGATION TAX - GENERAL	0.00	0.00	364.00	-428.45	64.45	0.00
24300	COUNTY FINES	0.00	0.00	2,080.00	-2,085.45	-5.45	0.00
24350	OFFICERS COSTS	0.00	100.00	1,155.00	-1,192.25	-37.25	0.00
24380	DISTRICT ATTORNEY GENERAL FE	0.00	100.00	4,400.00	-4,459.75	-59.75	0.00
	TOTAL						
6000	DUE TO LITIGANTS, HEIRS AND OTH	2,345.47	18,395.99	63,525.47	-79,564.99	0.00	0.00
26100	COURT FUNDS AND COSTS	246,827.71	-12,312.34	0.00	0.00	0.00	234,509.37
26400	DEPOSITS	5,645.85	-18,035.99	16,753.52	0.00	0.00	4,363.38
26700	CASH BONDS	250,127.09	-11,968.34	50,278.99	-79,564.99	0.00	238,872.75
	TOTAL						
8000	OTHER CREDITS	0.00	36.91	36,744.37	-39,730.65	2,955.37	0.00
29900	FEE/COMMISSION ACCOUNT	0.00	0.00	0.00	284.90	284.90	0.00
29910	COMMISSION TRANSFERS	250,127.09	-11,941.43	122,634.36	-124,439.74	3,152.47	238,872.75
	TOTAL						
	UNMARY OF ASSETS:	150.00					150.00
1120	CASH ON HAND	3,327.62					4,391.62
1130	CASH IN BANK	246,649.47					234,531.13
1300	INVESTMENTS	250,127.09					238,872.75
	TOTAL						

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE YEAR ENDED JUNE 30, 2011.

Stephen Riddle
 (SIGNATURE)
 Licent. J. Court Clerk
 (TITLE)

7-13-11
 (DATE)

LAWRENCE COUNTY CIRCUIT

ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2011

PROGRAM ID: A00761-R10.00.00
UN-DATE: 07/01/11 *****

HIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505,
RS/RS-67-5-1962, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE,
NO BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE YEAR ENDED
JUNE 30, 2011.

7-13-11
(DATE)

Robin Riddle
(SIGNATURE)
Circuit Court Clerk
(TITLE)

Robin Riddle

FILED
JUL 14 2011
LAWRENCE COUNTY CLERK

Printed: 07/11/2011

LAWRENCE COUNTY CLERK
 GENERAL LEDGER - FINANCIAL REPORT
 YEAR FORMAT

FISCAL YEAR 2011 - PERIOD ENDING 06/30/2011


ACCT DESCRIPTION	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
24300 JUVENILE SERVICES - OTHERS	.00	.00	.00	.00	.00	.00	.00
24490 Transitory Permits/Vendors Lic	.00	372.00	372.00	.00	.00	.00	.00
24492 HELPING SCHOOLS TAG	.00	1,113,638.80	1,103,317.31	10,321.49	.00	.00	.00
*** SUB-TOTAL ***							
25000 CITIES/TOWNS	.00	.00	.00	.00	.00	.00	.00
25230 LBURG CITY OFFICER COSTS	.00	.00	.00	.00	.00	.00	.00
25231 OFFICERS COST/CITY ETHRIDGE	.00	.00	.00	.00	.00	.00	.00
25232 OFFICERS COST/CITY OF LORETTO	.00	.00	.00	.00	.00	.00	.00
*** SUB-TOTAL ***							
26000 JUDICIAL CLERKS - OTHERS	.00	.00	.00	.00	.00	.00	.00
26000 PURGE PAYMENTS/CHILD SUPPORT	.00	.00	.00	.00	.00	.00	.00
26100 INVESTMENT RECEIPTS	.00	.00	.00	.00	.00	.00	.00
26300 CHILD SUPPORT/J LOVE	.00	.00	.00	.00	.00	.00	.00
26303 JUVENILE RESOLUTION	.00	.00	.00	.00	.00	.00	.00
26303 INVESTMENT ACCOUNTS	.00	.00	.00	.00	.00	.00	.00
26304 PROBATE UNCLAIMED FUNDS	.00	.00	.00	.00	.00	.00	.00
26309 JUVENILE COURT FINES	.00	.00	.00	.00	.00	.00	.00
26310 JUDICIAL CLERKS	.00	.00	.00	.00	.00	.00	.00
26315 ORGAN DONOR CONTRIBUTIONS	.00	448.22	448.22	.00	.00	.00	.00
26400 BIRTH CERTIFICATES	.00	.00	.00	.00	.00	.00	.00
26401 CREDIT CARD FEES - BIS	.00	809.75	809.75	.00	.00	.00	.00
26409 CREDIT CARD BANK	.00	4,033.44	4,033.44	.00	.00	.00	.00
26700 CASH BONDS/CHILD SUPPORT	.00	.00	.00	.00	.00	.00	.00
26920 NOTARY SEALS	.00	492.75	474.50	.00	.00	.00	.00
26921 PASSPORTS	.00	.00	.00	.00	.00	.00	.00
26930 POSTAGE	.00	640.00	640.00	.00	.00	.00	.00
26932 RETURN CHECK FEES	.00	6,429.16	6,410.91	.00	.00	.00	.00
*** SUB-TOTAL ***							
29900 FEE & COMMISSION ACCOUNT	.00	305,717.66	377,250.28	-74,065.81	.00	.00	-73,225.18
29900 CLERK'S MISC FEES	.00	3,972.00	3,636.00	336.00	.00	.00	.00
29901 COMPUTER FEES	.00	309,689.66	380,886.28	-73,729.81	.00	.00	-73,225.18
*** SUB-TOTAL ***							
*** TOTAL ***		3,934,904.90	3,932,348.46	.00	.00	.00	-73,248.43

Printed: 07/11/2011

LAWRENCE COUNTY CLERK
 GENERAL LEDGER - FINANCIAL REPORT
 YEAR FORMAT
 FISCAL YEAR 2011 - PERIOD ENDING 06/30/2011

ACCT DESCRIPTION	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
BEGINNING BALANCE	1,600.00						1,600.00
SUMMARY OF ASSETS:							
CASH ON HAND	47,555.28						21,470.95
FIRST VOLUNTEER	17,093.07						44,310.89
FIRST FARMERS & MERCHANTS NATL	.00						.00
SUNTRUST	.00						.00
BANK OF AMERICA	.00						.00
INVESTMENT BALANCES	3,256.71						5,004.64
CREDIT CARD REC	1,186.95						861.95
NSF CHECKS							
*** TOTAL ***	70,691.99						73,248.43

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE PERIOD ENDING JUNE 30, 2011.


 (Signature)
 County Clerk
 (Title)

7-11-11
 (Date)

This report is to be filed with the County Executive and County Clerk.

JUL 11 2011
 LAWRENCE COUNTY CLERK

Lawrence County Sheriff's Office
ANNUAL FINANCIAL REPORT

July 1, 2010 through June 30, 2011

LIABILITIES	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Sheriff's Fees	\$ 7,863.03	\$ 15,129.37	\$ 17,538.90	\$ 5,453.50
Cash Bonds		\$ 114,784.81	\$ 114,784.81	\$ -
Executions	\$ -	\$ 345.00	\$ 345.00	\$ -
Work Release	\$ -	\$ 1,860.00	\$ 1,860.00	\$ -
Other Fees	\$ 1,463.00	\$ 4,390.91	\$ 4,309.17	\$ 1,544.74
Confidential Revenue	\$ 5,801.00	\$ 11,715.71	\$ 13,700.00	\$ 3,816.71
Seizure Revenue	\$ 14,986.35	\$ 19,019.20	\$ 18,379.75	\$ 15,625.80
TOTALS	\$ 30,113.38	\$ 167,245.00	\$ 170,917.63	\$ 26,440.75

ASSETS	BEGINNING BALANCE		ENDING BALANCE
Cash	\$ -		\$ -
General Fund	\$ 7,326.03		\$ 6,998.24
Confidential Fund	\$ 5,801.00		\$ 3,816.71
Seizure Fund	\$ 14,986.36		\$ 15,625.80
TOTALS	\$ 28,113.39		\$ 26,440.75

This is a true and complete accounting of the funds received and disbursed through the Office of the Sheriff for Lawrence County, Tennessee. In witness thereof, the Sheriff has signed this document and affixed his seal hereto.

Prepared by:

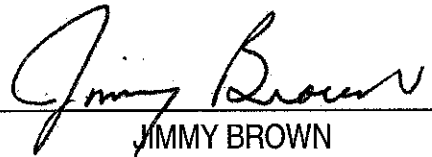


CHRIS JACKSON
 Administrative Clerk

7/8/2011

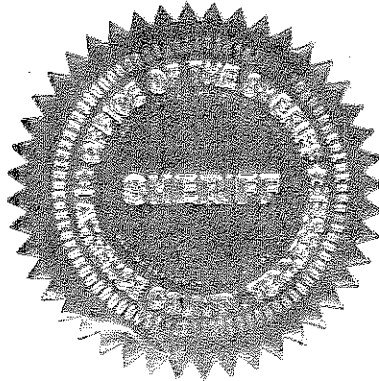
Date

Approved by:



JIMMY BROWN
 Lawrence County Sheriff

7/8/2011
 Date



JUL 08 2011

LAWRENCE COUNTY CLERK

RESOLUTION NO. 2011072609

RESOLUTION TO DECLARE AS SURPLUS PROPERTY ALL TANGIBLE PERSONAL PROPERTY INSTALLED FOR THE USE AND BENEFIT OF THE TEMPORARY JAIL FACILITY LOCATED AT THE SOLID WASTE TRANSFER STATION EXCLUDING THEREFROM ANY ELECTRICAL, HVAC, FIXTURES AND ANY SUCH PROPERTY THE SHERIFF DEEMS NECESSARY AND NEEDED FOR THE OPERATION OF THE LAWRENCE COUNTY JAIL; TO AUTHORIZE THE SALE OF SAID PROPERTY AND AUTHORIZE USE OF FACILITY BY SOLID WASTE SERVICES

WHEREAS, due to the closure of the Lawrence County Jail in 2006, Lawrence County erected a temporary jail facility at the Lawrence County Solid Waste Transfer Station with the cost thereof being paid from bond proceeds (Fund 171); and

WHEREAS, due to the opening of the new jail, the temporary jail facility is now obsolete and the personal property and equipment installed in said building should be declared surplus property of Lawrence County and should be sold.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of July, 2011, that all tangible personal property and equipment installed for the benefit of the temporary jail at the Lawrence County Solid Waste Transfer Station excluding therefrom any electrical, HVAC, fixtures and any such property the Sheriff deems necessary and needed for the operation of the Lawrence County Jail, is hereby declared to be surplus property.

BE IT FURTHER RESOLVED that the Sheriff of Lawrence County shall have the opportunity to inspect said equipment and any such equipment as may be needed and necessary for the Lawrence County Jail shall be transferred to the Lawrence County Sheriff's Department.

BE IT FURTHER RESOLVED the Purchasing Agent for Lawrence County is hereby directed to sell and dispose of said property according to law and the proceeds shall be returned to Fund 171 as that is the fund from which payment was made. .

BE IT FURTHER RESOLVED that upon the removal of said property and equipment, the area at the Lawrence County Transfer Station being utilized as the temporary jail be returned for use by Lawrence County Solid Waste Services.

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

Deferred this 26th day of July, 2011, to the next regular session of the Lawrence County Legislative Body.

JERRY DRYDEN, CHAIR

J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:

CHUCK KIZER, COUNTY CLERK

SPONSOR: CHRIS D. JACKSON, NEELY LINA, RONNIE TAYLOR, KAREN WOODALL

LAWRENCE COUNTY TN RESOLUTION NO: 2011072609

Resolution to declare as surplus property all tangible personal property installed for the use and benefit of the temporary jail facility located at the Solid Waste Transfer Station excluding therefrom any electrical, HVAC, fixtures, and any such property the sheriff deems necessary and neede for the operation of the Lawrence County jail; to authorize the sale of said property and authorize use of facility by Solid Waste Services

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.	X		X			X	
6	Glass, Larry		X	X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

Vote on after Resolution #11

RESOLUTION

RESOLUTION TO HONOR MR. JOE WRAY

WHEREAS, the Lawrence County Legislative Body desires to recognize Mr. Joe Wray for his tireless efforts over many years to improve the organization, the training and the equipment for all the volunteer fire departments in Lawrence County; and

WHEREAS, it takes a strong desire to help others and a special dedication to community to forsake precious time with family and friends to improve the welfare of the citizens of Lawrence County; and

WHEREAS, in addition to his efforts to improve volunteer fire departments, Mr. Wray served as a Commissioner of the Lawrence County Board of Commissioners from 1994 through 2002 and again from 2006 until his early resignation in January, 2010; and

WHEREAS, October 9 through 13, 2011, is National Fire Prevention Week, a time during which special attention is focused on promoting fire safety and prevention.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that this legislative body pause to honor Mr. Joe Wray for his years of distinguished service to all the volunteer fire departments in Lawrence County and the citizens of Lawrence County.

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

Passed this 27th day of September, 2011.




JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: SAM WASHBURN

RESOLUTION

Resolution to Honor Joe Wray

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn	X		X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

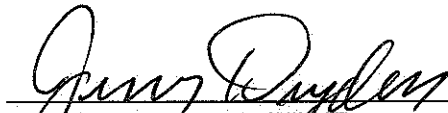
RESOLUTION NO. 2011092701

RESOLUTION APPROVING MINUTES OF JULY 26, 2011, REGULAR SESSION

WHEREAS, the Lawrence County Legislative Body met on July 26, 2011, in regular session.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the attached minutes of the July 26, 2011, regular session are approved.

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

Minutes for the Lawrence County Board of Commissioners
July 26, 2011 Regular Session
5:00 p.m.

Call to Order by the Chair, Jerry W. Dryden
Roll Call by County Clerk, Chuck Kizer

Roll Call.

Present: Yocom Wayne A., Woodall Karen, Woodall Glenn, Washburn Sam, Taylor Ronnie Wayne, Spearman Bert, Purcell Sam, Niedergeses Mark, Luna Neeley, Jackson Chris D., Glass Larry, Gillespie Dennis C., Franks Scott, Dryden Jerry W., Burks William, Brown Anne N., Benefield Ronald L., Benefield Delano.

Invocation led by Bert Spearman, County Commissioner

Pledge led by Wayne Yocom, County Commissioner

Public Comments:

Jessica Yocom - Law Cty Animal Welfare League - make contributions to Maury County Emergency Clinic

Joy Bunt – opposes beer ordinance change

Wanda Andrews – Law Cty Animal Welfare League-budget consideration

Kenneth Freeman – Bethel Missionary Baptist church (Leoma)Pastor – opposes beer ordinance change

Cindy Murdock Elliott – Director, TN Rehabilitation Center/ Columbia – ask for cont'd financial support

Howard Kidder – Summertown Baptist Church Pastor – opposes beer ordinance change

Pat Burks – Law Cty Animal Welfare League and Humane Society

1. Resolution No. 2011072601 Sponsor: Jerry Dryden

Resolution approving minutes of May 24, 2011, Regular Session

Motion: , **Action:** Approve, **Moved by** Spearman Bert, **Seconded by** Woodall Karen.

Motion passed unanimously.

2. Resolution No. 2011072602 Sponsor: Jerry Dryden

Resolution approving minutes of June 30, 2011, Special Session

Motion: , **Action:** Approve, **Moved by** Jackson Chris D., **Seconded by** Woodall Glenn.

Motion passed unanimously.

3. Resolution No. 2011072603 Sponsor: Budget Committee

Resolution making appropriations for the various funds, departments, institutions, offices and agencies of Lawrence County, TN for the year beginning July 1, 2011 and ending June 30, 2012

Motion: , **Action:** Approve, **Moved by** Spearman Bert, **Seconded by** Yocom Wayne A..

Motion: IT support for IT Director, **Action:** Amend, **Moved by** Burks William, **Seconded by** Woodall Karen.

Motion withdrawn and changed to **Motion:** Approve, **Action:** Suspend Roberts Rules of Order to consider all 5 items on budget; **Moved by** Benefield Ronald L., **Seconded by** Neeley Luna. **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 18)..

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Burks William, Dryden Jerry W., Franks Scott, Gillespie Dennis C., Glass Larry, Jackson Chris D., Luna Neeley, Niedergeses Mark, Purcell Sam, Spearman Bert, Taylor Ronnie Wayne, Washburn Sam, Woodall Glenn, Woodall Karen, Yocom Wayne A.

Vote: Motion passed (**summary:** Yes = 13, No = 4, Abstain = 1).

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Burks William, Dryden Jerry W. (**Conflict of Interest Statement**), Franks Scott, Gillespie Dennis C., Glass Larry (**Conflict of Interest Statement**), Purcell Sam, Spearman Bert, Washburn Sam, Woodall Karen, Yocom Wayne A..

No: Luna Neeley, Niedergeses Mark, Taylor Ronnie Wayne (**Conflict of Interest Statement**), Woodall Glenn.

Abstain: Jackson Chris D. (**Conflict of Interest Statement**)

Item#1**Motion:** Add IT Directors assistant salary \$35,000 plus benefits , **Action:** Amend, **Moved by** Burks William, **Seconded by** Gillespie Dennis C. **Vote:** Motion passed (**summary:** Yes = 16, No = 2, Abstain = 0).

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Burks William, Dryden Jerry W., Franks Scott, Gillespie Dennis C., Glass Larry, Jackson Chris D., Niedergeses Mark, Purcell Sam, Spearman Bert, Taylor Ronnie Wayne, Washburn Sam, Woodall Karen, Yocom Wayne A..

No: Luna Neeley, Woodall Glenn.

Item#2Motion: Juvenile Judge - parttime job - School Bd to share expense - \$30,000 continuance until school bd can meet and approve - county to pay \$15,000 and school board to pay \$15,000, **Action:** Amend, **Moved by** Yocom Wayne A., **Seconded by** Spearman Bert.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 18).

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Burks William, Dryden Jerry W., Franks Scott, Gillespie Dennis C., Glass Larry, Jackson Chris D., Luna Neeley, Niedergeses Mark, Purcell Sam, Spearman Bert, Taylor Ronnie Wayne, Washburn Sam, Woodall Glenn, Woodall Karen, Yocom Wayne A.

Item#3Motion: Original resolution that county take care of dead animal expense for one year - remove from budget the \$32,000 , **Action:** Amend, **Moved by** Benefield Delano, **Seconded by** Luna Neeley.

Vote: Motion passed (**summary:** Yes = 13, No = 5, Abstain = 0).

Yes: Benefield Delano, Benefield Ronald L., Dryden Jerry W., Gillespie Dennis C., Glass Larry, Luna Neeley, Niedergeses Mark, Purcell Sam, Spearman Bert, Taylor Ronnie Wayne, Washburn Sam, Woodall Glenn, Yocom Wayne A..

No: Brown Anne N., Burks William, Franks Scott, Jackson Chris D., Woodall Karen.

Item#5Motion: Sheriff's Dept 5 patrol cars (\$70,000) - replace with 4 dump trucks (app \$70,000), **Action:** Amend, **Moved by** Benefield Ronald L., **Seconded by** Luna Neeley.

Vote: Motion failed (**summary:** Yes = 5, No = 13, Abstain = 0).

Yes: Benefield Delano, Benefield Ronald L., Dryden Jerry W., Luna Neeley, Niedergeses Mark.

No: Brown Anne N., Burks William, Franks Scott, Gillespie Dennis C., Glass Larry, Jackson Chris D., Purcell Sam, Spearman Bert, Taylor Ronnie Wayne, Washburn Sam, Woodall Glenn, Woodall Karen, Yocom Wayne A.

Motion: Approve purchase for sheriff dept cars - Withdrawn, already in budget **Action:** Amend, **Moved by** Spearman Bert, **Seconded by** Woodall Karen.

Motion: Put \$70,000 in budget for dump trucks, **Action:** Amend, **Moved by** Benefield Ronald L., **Seconded by** Gillespie Dennis C.

Vote: Motion failed (**summary:** Yes = 9, No = 9, Abstain = 0).

Yes: Benefield Delano, Benefield Ronald L., Dryden Jerry W., Gillespie Dennis C., Glass Larry, Luna Neeley, Niedergeses Mark, Taylor Ronnie Wayne, Yocom Wayne A..

No: Brown Anne N., Burks William, Franks Scott, Jackson Chris D., Purcell Sam, Spearman Bert, Washburn Sam, Woodall Glenn, Woodall Karen.

4. Resolution No. 2011072604 Sponsor: Budget Committee

Resolution fixing the tax levy in Lawrence County, TN for the year ending June 30, 2012

Motion: , **Action:** Approve, **Moved by** Gillespie Dennis C., **Seconded by** Yocom Wayne A..

Vote: Motion passed (**summary:** Yes = 17, No = 0, Abstain = 1).

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Burks William, Dryden Jerry W. (**Conflict of Interest Statement**), Franks Scott, Gillespie Dennis C., Glass Larry (**Conflict of Interest Statement**), Luna Neeley, Niedergeses Mark, Purcell Sam, Spearman Bert, Taylor Ronnie Wayne (**Conflict of Interest Statement**), Washburn Sam, Woodall Glenn, Woodall Karen, Yocom Wayne A..

Abstain: Jackson Chris D. (**Conflict of Interest Statement**)

5. Resolution No. 2011072605 Sponsor: Budget Committee

Resolution to approve non-profit and charitable contributions

Motion: , **Action:** Approve, **Moved by** Yocom Wayne A., **Seconded by** Glass Larry.

Vote: Motion passed (**summary:** Yes = 16, No = 2, Abstain = 0).

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Dryden Jerry W., Franks Scott, Glass Larry, Jackson Chris D., Luna Neeley, Niedergeses Mark, Purcell Sam, Spearman Bert, Taylor Ronnie Wayne, Washburn Sam, Woodall Glenn, Woodall Karen, Yocom Wayne A..

No: Burks William, Gillespie Dennis C..

6. Resolution No. 2011072606 Sponsor: Budget Committee

Resolution to approve distribution of the Hotel-Motel Tax

Motion: , **Action:** Approve, **Moved by** Gillespie Dennis C., **Seconded by** Yocom Wayne A..

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 18).

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Burks William, Dryden Jerry W., Franks Scott, Gillespie Dennis C., Glass Larry, Jackson Chris D., Luna Neeley, Niedergeses Mark, Purcell Sam, Spearman Bert, Taylor Ronnie Wayne, Washburn Sam, Woodall Glenn, Woodall Karen, Yocom Wayne A..

7. Resolution No. 2011072607 Sponsor: Solid Waste Committee

Resolution approving the cessation of collection efforts against certain delinquent accounts of Solid Waste Services

Motion: , **Action:** Approve, **Moved by** Spearman Bert, **Seconded by** Woodall Glenn.

Motion: Is in litigation – for accounting purposes, **Action:** Approve, **Moved by** Benefield Ronald L., **Seconded by** Spearman Bert.

Motion passed unanimously.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 18).

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Burks William, Dryden Jerry W., Franks Scott, Gillespie Dennis C., Glass Larry, Jackson Chris D., Luna Neeley, Niedergeses Mark, Purcell Sam, Spearman Bert, Taylor Ronnie Wayne, Washburn Sam, Woodall Glenn, Woodall Karen, Yocom Wayne A.

5 minute recess

8. Resolution No. 2011072608 Sponsor: Solid Waste Committee

Resolution to approve the Dead Stock Removal Service Agreement between South Central Tennessee Development District and Lawrence County

Motion: , **Action:** Approve, **Moved by** Luna Neeley, **Seconded by** Taylor Ronnie Wayne.

Vote: Motion passed (**summary:** Yes = 15, No = 3, Abstain = 0).

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Burks William, Dryden Jerry W., Franks Scott, Gillespie Dennis C., Glass Larry, Jackson Chris D., Luna Neeley, Niedergeses Mark, Purcell Sam, Spearman Bert, Washburn Sam, Yocom Wayne A..

No: Taylor Ronnie Wayne, Woodall Glenn, Woodall Karen.

9. Resolution No. 2011072609 Sponsor: C. Jackson, N. Luna, R. Taylor, K. Woodall

Resolution to declare as surplus property all tangible personal property installed for the use and benefit of the temporary jail facility located at the Solid Waste Transfer Station excluding therefrom any electrical, HVAC, fixtures and any such property the Sheriff deems necessary and needed for the operation of the Lawrence County Jail; to authorize the sale of said property and authorize use of facility by Solid Waste Services

Motion: , **Action:** Approve, **Moved by** Luna Neeley, **Seconded by** Woodall Karen.

Motion: Defer for further consideration-voted on at next quarterly meeting-meet with everyone, **Action:**Defer, **Moved by** Glass Larry, **Seconded by** Washburn Sam.

Vote: Motion passed (**summary:** Yes = 17, No = 1, Abstain = 0).

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Burks William, Dryden Jerry W., Franks Scott, Gillespie Dennis C., Glass Larry, Jackson Chris D., Luna Neeley, Niedergeses Mark, Purcell Sam, Spearman Bert, Washburn Sam, Woodall Glenn, Woodall Karen, Yocom Wayne A..

No: Taylor Ronnie Wayne.

10. Resolution No. 2011072610 Sponsor: J. Mack Chandler

Resolution appointing member to the Blue Grass Regional Library board – Dian Ezell to serve 3 year term

Motion: , **Action:** Approve, **Moved by** Gillespie Dennis C., **Seconded by** Yocom Wayne A..

Motion passed unanimously.

11. Resolution No. 2011072611 Sponsor: J. Mack Chandler

Resolution appointing member to the Lawrence County Library Board – Terri Gobble to serve 3 year term

Motion: , **Action:** Approve, **Moved by** Glass Larry, **Seconded by** Yocom Wayne A..

Motion passed unanimously.

12. Resolution No. 2011072612 Sponsor: Chris D. Jackson

Resolution recognizing and honoring Loretto native, John Paul White, for his many accomplishments

Motion: , **Action:** Approve, **Moved by** Jackson Chris D., **Seconded by** Woodall Karen.

Motion passed unanimously.

13. Resolution No. 2011072613 Sponsor: Chris D. Jackson

Resolution recognizing Loretto natives, Mark Lamm and Clint Wright, for being drafted by the Atlanta Braves

Motion: , **Action:** Approve, **Moved by** Spearman Bert, **Seconded by** Gillespie Dennis C..

Motion passed unanimously.

14. Resolution No. 2011072614 Sponsor: Ronnie Taylor

Resolution to revoke the permit to sell beer for any business that is located within 2,000 feet of a school, church, or other place of public gathering

Motion: , **Action:** Approve, **Moved by** Luna Neeley, **Seconded by** Burks William.

Motion: Amend caption direct them to revoke permits within 10 days

, **Action:** Amend, **Moved by** Luna Neeley, **Seconded by** Ronnie Taylor.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 18).

Vote: Motion passed (**summary:** Yes = 17, No = 1, Abstain = 0).

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Burks William, Dryden Jerry W., Franks Scott, Gillespie Dennis C., Glass Larry, Jackson Chris D., Luna Neeley, Purcell Sam, Spearman Bert, Taylor Ronnie Wayne, Washburn Sam, Woodall Glenn, Woodall Karen, Yocom Wayne A..

No: Niedergeses Mark.

Resolution 14 as amended

Yes: Benefield Delano, Benefield Ronald L., Brown Anne N., Burks William, Dryden Jerry W., Franks Scott, Gillespie Dennis C., Glass Larry, Jackson Chris D., Luna Neeley, Niedergeses Mark, Purcell Sam, Spearman Bert, Taylor Ronnie Wayne, Washburn Sam, Woodall Glenn, Woodall Karen, Yocom Wayne A..

15. Resolution No. 2011072615 Sponsor: Ronnie Taylor

Resolution to remove current members of beer board

Motion: , **Action:** Approve, **Moved by** Luna Neeley, **Seconded by** Taylor Ronnie Wayne.

Motion: Amend to the parties that are responsible (Gary Wayne Hyde and Johnny Daniels) - ask County Legislative body to replace those board members - nominate Anne Brown and Virgil Luna and keep current Commissioner Niedergeses, **Action:** Amend, **Moved by** Luna Neeley, **Seconded by** Taylor Ronnie Wayne. Motion killed by second amendments.

Motion: Keep existing members and add the two members nominated, change beer ordinance to reflect 5 members **Action:** Amend, **Moved by** Woodall Glenn, **Seconded by** Woodall Karen.

Vote: Motion passed (**summary:** Yes = 11, No = 7, Abstain = 0).

Yes: Brown Anne N., Dryden Jerry W., Franks Scott, Gillespie Dennis C., Glass Larry, Niedergeses Mark, Spearman Bert, Washburn Sam, Woodall Glenn, Woodall Karen, Yocom Wayne A..

No: Benefield Delano, Benefield Ronald L., Burks William, Jackson Chris D., Luna Neeley, Purcell Sam, Taylor Ronnie Wayne.

Resolution 15 as amended

Vote: Motion passed (**summary:** Yes = 10, No = 7, Abstain = 1).

Yes: Brown Anne N., Dryden Jerry W., Franks Scott, Gillespie Dennis C., Glass Larry, Luna Neeley, Spearman Bert, Woodall Glenn, Woodall Karen, Yocom Wayne A..

No: Benefield Delano, Benefield Ronald L., Burks William, Jackson Chris D., Niedergeses Mark, Purcell Sam, Taylor Ronnie Wayne.

Abstain: Washburn Sam.

16. Resolution No. 2011072616 Sponsor: Denny Gillespie

Resolution to amend Lawrence County Beer Ordinance to provide that no permit will be issued authorizing the sale of beer for off-premises consumption within 1,000 feet of any school, church or other place of public gathering and that to further provide that no beer permit will be issued authorizing the sale of beer for on-premises consumption within 2,000 feet of any school, church or other place of public gathering

WITHDRAWN

Election of Notaries

Motion: , **Action:** Approve, **Moved by** Gillespie Dennis C., **Seconded by** Yocom Wayne A..

Motion passed unanimously.

LAWRENCE COUNTY TN RESOLUTION NO: 2011092701

Resolution approving minutes of July 26, 2011, Regular Session

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam		X	X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.	X		X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

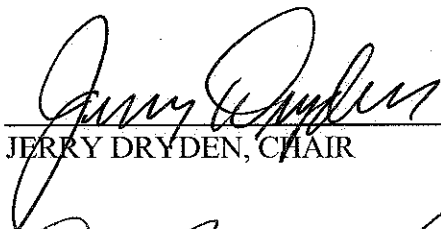
RESOLUTION NO. 2011092702

RESOLUTION APPROVING MINUTES OF AUGUST 22, 2011, SPECIAL SESSION

WHEREAS, the Lawrence County Legislative Body met on August 22, 2011, in special session.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the attached minutes of the August 22, 2011, special session are approved.

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: JERRY DRYDEN

Pursuant to petition of a majority of the commissioners, a special session of the Lawrence County Commission was called for consideration of the following:

To Jerry Dryden, Chair of the Lawrence County Board of Commissioners:

The undersigned, being a majority of the members of the Lawrence County Board of Commissioners request you to call a special session of the Lawrence County Board of Commissioners in order to consider a resolution amending any previous resolution establishing a Beer Board or Beverage Permit Committee to call for the dismantlement of the County Beer Board or Beverage Permit Committee with all such authority as previously vested in the Beer Board or Beverage Permit Committee be transferred to the Lawrence County Board of Commissioner's. The members of the Beer Board are: Mark Niedergeses, Gary Wayne Hyde, Johnny Daniels, Virgil Luna and Anne Brown.

/s/Karen Woodall /s/Chris Jackson /s/Ronnie W. Taylor
/s/Bert A. Spearman /s/Ronald Benefield /s/Sam Purcell
/s/Sam Washburn /s/Neely Luna /s/Scott Franks
/s/Delano Benefield /s/Jerry Dryden

Minutes for the Lawrence County Board of Commissioners
August 22, 2011 Special Session
5:00 p.m.

Call to Order by the Chair, Jerry Dryden

Roll Call by County Clerk, Chuck Kizer

Roll Call.

Present: Delano Benefield, Ronald L. Benefield, Anne N. Brown, William Burks, Jerry W. Dryden, Scott Franks, Dennis C. Gillespie, Larry Glass, Chris D. Jackson, Neeley Luna, Mark Niedergeses, Sam Purcell, Bert Spearman, Ronnie Wayne Taylor, Sam Washburn, Glenn Woodall, Karen Woodall, Wayne A. Yocom.

Invocation by County Commissioner, Delano Benefield

Pledge by County Commissioner, Wayne Yocom

Public Comments:

Michael Spurbeck - beer board to be abolished and commission take over that responsibility; voters should elect board; revoke permits issued illegally

Joy Bunt - not representing Law Cty Baptist Assoc; beer board needs to be abolished

June G. Sandlin – opposes beer sales

Donnie Taylor – representing Bethel Missionary Baptist Church; revoke any illegal permits issued

Pat Wilson – liquor by the drink voted in was progression for Lawrence County into the future; 2000 feet rule is excessive; board should not be elected because of threats for votes

Jean Mally – 2000 feet is excessive restriction

- 1. Resolution No. 2011082201** Sponsor: Neely Luna and Ronnie Taylor
Resolution to amend resolution adopted July 12, 1943, providing for a Beverage Permit Committee; to change the number of members to the Beverage Permit Committee to eighteen (18) members, consisting of the members of the Lawrence County Board of County Commissioners

Motion: , **Action:** Approve, **Moved by** Neeley Luna, **Seconded by** Chris D. Jackson.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 18).

Yes: Anne N. Brown, Bert Spearman, Chris D. Jackson, Delano Benefield, Dennis C. Gillespie, Glenn Woodall, Jerry W. Dryden, Karen Woodall, Larry Glass, Mark Niedergeses, Neeley Luna, Ronald L. Benefield, Ronnie Wayne Taylor, Sam Purcell, Sam Washburn, Scott Franks, Wayne A. Yocom, William Burks.

Motion: , **Action:** Adjourn, **Moved by** Dennis C. Gillespie, **Seconded by** Wayne A.

Yocom.**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 18).

Yes: Anne N. Brown, Bert Spearman, Chris D. Jackson, Delano Benefield, Dennis C. Gillespie, Glenn Woodall, Jerry W. Dryden, Karen Woodall, Larry Glass, Mark Niedergeses, Neeley Luna, Ronald L. Benefield, Ronnie Wayne Taylor, Sam Purcell, Sam Washburn, Scott Franks, Wayne A. Yocom, William Burks.

LAWRENCE COUNTY TN RESOLUTION NO: 2011092702

Resolution approving minutes of August 22, 2011, Special Session

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn	X		X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092703A

RESOLUTION RECOGNIZING LAWRENCE COUNTY RESIDENTS BYRON SHELTON AND SHELTON BARNETT FOR RECEIVING THE 2010 TENNESSEE DEPARTMENT OF HOMELAND SECURITY FIRST RESPONDERS AWARD AND JEFF HUMMEL AND BILL PHILLIPS FOR RECEIVING THE 2011 TENNESSEE DEPARTMENT OF HOMELAND SECURITY FIRST RESPONDERS AWARD

WHEREAS, the Lawrence County Commission feels it is important to recognize citizens who go beyond the call of duty and puts service above self.

WHEREAS, in 2010 and again this year, 2011, Lawrence County is proud to have had four citizens be awarded the First Responders Award by the Tennessee Department of Homeland Security for their heroic service to the people of our county. These citizens are Shelton Barnett, Byron Shelton, Jeff Hummel and Bill Phillips.

WHEREAS, Mr. Barnett, a Fire Inspector for the City of Lawrenceburg Fire Department has been a tireless volunteer for Emergency Management and Homeland Security projects, as an electrician, a communications technician, an IT professional and mechanic. He has done a great deal of installation work as well as maintenance and repairs on Homeland Security equipment. He is a Hazmat Specialist and played a key role in establishing the District 8 Hazardous Materials Response Trailer stationed in Lawrenceburg. Barnett is an amateur radio operator and works as the net controller for the Skywarn Network during severe weather events. He is a member of the Dive Team and has worked many search and rescue missions. Barnett also serves as a reserve deputy for the Sheriff's Department. Following the May floods, Barnett was the leader of the HazMat team that went to Ashland City with the District 8 Hazardous Materials Response Trailer. He is an important player in preparing for and responding to emergencies involving the Lawrenceburg Fire Department.

WHEREAS, Mr. Shelton, a Corporal with the Lawrence County Sheriff's Office, was shot twice while responding to a domestic dispute in Lawrenceburg on July 13, 2010. A woman called in stating that her estranged husband was threatening to kill her. Prior to Shelton arriving at the scene, the husband used force to break into the house and trapped the wife in the bathroom. When Shelton arrived, the situation had escalated and he had to enter the home without backup. Shelton confronted the husband, and the husband opened fire. Shots were exchanged; Shelton was shot twice, once in the abdomen and once in the leg. The husband was fatally wounded. Shelton placed himself in harm's way to save a life. A law enforcement officer since 1994, Shelton also serves as City Manager for the City of Ethridge.

WHEREAS, Mr. Hummel, a veteran Tennessee Wildlife Resources Agency officer, went beyond his normal wildlife duties to investigate a suspicious vehicle occupied by three men on Henryville Road in Lawrence County. Hummel followed the vehicle to a dead-end road, was met by gunfire and subsequently wounded. The suspects stole Hummel's TWRA vehicle and fled the scene. TWRA Officer Hummel sustained gunshot wounds to the shoulder, arm and back, but continued pursuing the suspects with Lawrence County Sheriff Kenny Taylor. After a one mile chase, the suspects wrecked the vehicle and fled on foot into a wooded area. Both Hummel and Sheriff Taylor gave chase, eventually capturing all three suspects. The trio was later indicted for charges ranging from attempted murder to aggravated burglary for a series of thefts in the community. Officer Hummel was treated for his injuries and praised in the community and beyond for his heroic acts.

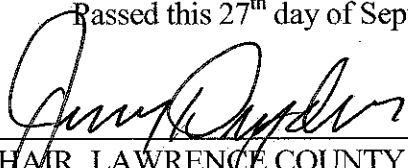
WHEREAS, Mr. Phillips, a longtime volunteer for the Lawrenceburg/Lawrence County EMA, has primarily served as Public Information Officer for the agency since 1993. He has provided press releases and pertinent information to assist in the management of floods, ice storms and tornadoes. Phillips is also a trained weather spotter and ham radio operator, helping to coordinate the Skywarn Network and dispatch radio traffic while providing live weather radar information to the spotters in the field. He is also active as a civic leader for the Lawrenceburg Rotary Club.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the Lawrence County Commission recognizes Lawrence County citizens Shelton Barnett and Byron Shelton for being awarded the 2010 First Responders Award by the Tennessee Department of Homeland Security, and Jeff Hummel and Bill Phillips for being awarded the 2011 First Responders Award by the Tennessee Department of Homeland Security and commends them all for their continued dedicated service to citizens of Lawrence County.

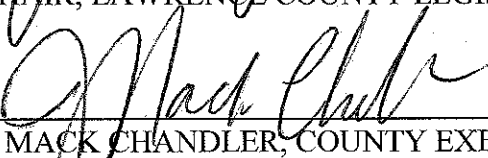
BE IT FURTHER RESOLVED, that upon passage a framed copy of this resolution shall be transmitted by the County Clerk to Shelton Barnett, Byron Shelton, Jeff Hummel and Bill Phillips.

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

Passed this 27th day of September, 2011.



CHAIR, LAWRENCE COUNTY LEGISLATIVE BODY



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: CHRIS D. JACKSON

LAWRENCE COUNTY TN RESOLUTION NO: 2010092703A1

Amend to add 2010 Tennessee Department of Homeland Security First Responders Award Byron Shelton and Shelton Barnett

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.	X		X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

LAWRENCE COUNTY TN RESOLUTION NO: 2010092703A

Resolution recognizing Lawrence County residents Byron Shelton and Shelton Barnett for receiving the 2010 Tennessee Department of Homeland Security First Responders Award Jeff Hummel and Bill Phillips for receiving the 2011 Tennessee Department of Homeland Security First Responders Award

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen		X	X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.	X		X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

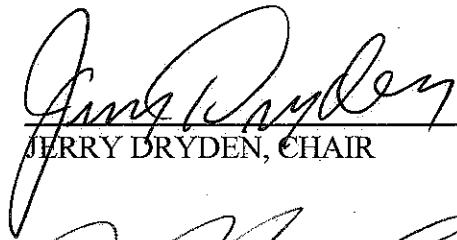
RESOLUTION NO. 2011092704

RESOLUTION TO APPROVE AMENDMENTS TO THE 2011-2012
LAWRENCE COUNTY BUDGET

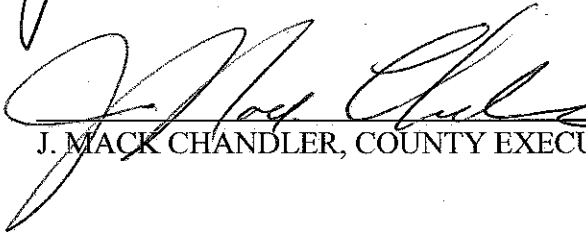
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, approve amendments to the 2011-2012 Lawrence County General Budget as attached.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: ACCOUNTS AND BUDGETS

LAWRENCE COUNTY GOVERNMENT
 BUDGET AMENDMENTS
 SEPTEMBER 27, 2011 REGULAR SESSION
 RESOLUTION

ACCOUNT	DESCRIPTION	CURRENT BUDGET	BUDGET AMEND./ CHANGE	REVISED BUDGET	J/E	PURPOSE
GENERAL FUND - FUND 101						
GENERAL FUND REVENUES						
PROPERTY ASSESSOR						
52300-718	Motor Vehicles	\$ -	\$ 7,000.00	\$ 7,000.00	CR	Amend budget to reflect purchase of vehicle for Property Assessor.
39000	Fund Balance	\$ 2,824,750.00	\$ (7,000.00)	\$ 2,817,750.00	DR	
CIRCUIT COURT CLERK						
53100-709	Data Processing Equipment	\$ 790.00	\$ 13,961.00	\$ 14,751.00	CR	Amend budget to comply with State mandated hardware & software upgrade.
39000	Fund Balance	\$ 2,817,750.00	\$ (13,961.00)	\$ 2,803,789.00	DR	
JAIL						
54210-307	Communications	\$ 2,000.00	\$ 2,600.00	\$ 4,600.00	CR	Amend budget to add internet line for video visitation
34520/39000	Fund Balance - Restricted for Admin of Just.	\$ 249,307.28	\$ (2,600.00)	\$ 246,707.28	DR	
AMBULANCE SERVICE						
55130-599	Other Charges	\$ 1,000.00	\$ 636.00	\$ 1,636.00	CR	Amend budget to pay cable charges. Service was previously free.
58400-599	Other Charges - General Gov't	\$ 8,000.00	\$ (636.00)	\$ 7,364.00	DR	
PUBLIC LIBRARY						
56500-709-LSTA	Data Processing Equipment	\$ -	\$ 14,034.00	\$ 14,034.00	CR	Amend budget to reflect State Library & USDA grant proceeds.
56500-709-USDA	Data Processing Equipment	\$ -	\$ 2,042.00	\$ 2,042.00	CR	
46980	Other State Grants	\$ -	\$ (16,076.00)	\$ (16,076.00)	DR	
TOURISM						
58110-316	Contributions	\$ 22,900.00	\$ 3,000.00	\$ 25,900.00	CR	Amend budget to reflect contribution to City of Lenoir for 1/2 cost fireworks display for 2010. Amend budget to reflect county map renewal.
58110-599	Other Charges	\$ -	\$ 950.00	\$ 950.00	CR	
39000	Fund Balance	\$ 2,803,789.00	\$ (3,950.00)	\$ 2,799,839.00	DR	
	Totals	\$ 8,730,286.28	\$ -	\$ 8,730,286.28		
INDUSTRIAL ECON DEV. FUND - FUND 119						
91110-316	Contributions	\$ -	\$ 2,050.00	\$ 2,050.00	CR	Amend budget to reflect County Commission approval of grant match for Crossroads Fire Dept.
39000	Fund Balance	\$ 30,713.00	\$ (2,050.00)	\$ 28,663.00	DR	
	Totals	\$ 30,713.00	\$ -	\$ 30,713.00		
DRUG CONTROL FUND - FUND 122						
54150-431	Law Enforcement Supplies	\$ 2,525.00	\$ 10,000.00	\$ 12,525.00	CR	Amend budget to reflect purchase of surveillance equipment.
39000	Fund Balance	\$ 48,661.00	\$ (10,000.00)	\$ 38,661.00	DR	
	Totals	\$ 51,186.00	\$ -	\$ 51,186.00		
HIGHWAY DEPT. - FUND 131						
62000-403	Cold Mix	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00	CR	Amend budget to reflect cold mix budget coverage, sale of equipment, and sale of materials.
62000-599	Other Charges	\$ 10,000.00	\$ (5,000.00)	\$ 5,000.00	DR	
62000-443	Signs	\$ 25,000.00	\$ - 531.96	\$ 25,531.96	CR	
44130	Sale of Materials	\$ (2,500.00)	\$ (531.96)	\$ (3,031.96)	DR	
63100-336	Maintenance Repair Eqpt	\$ 170,000.00	\$ 4,292.38	\$ 174,292.38	CR	
49700	Insurance Recovery	\$ -	\$ (4,292.38)	\$ (4,292.38)	DR	
68000-714	Highway Eqpt	\$ 90,000.00	\$ 9,305.00	\$ 99,305.00	CR	
44530	Sale of Equipment	\$ -	\$ (9,305.00)	\$ (9,305.00)	DR	
62000-403	Cold Mix	\$ 20,000.00	\$ 360.00	\$ 20,360.00	CR	
62000-409	Rock	\$ 250,000.00	\$ 875.89	\$ 250,875.89	CR	
44130	Sale of Materials	\$ (3,031.96)	\$ (1,235.89)	\$ (4,267.85)	DR	
	Totals	\$ 574,468.04	\$ -	\$ 574,468.04		

LAWRENCE COUNTY TN RESOLUTION NO: 2011092704

Resolution to approve amendments to the 2011-2012 Lawrence County Budget

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	ABSTAIN	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.		X	X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092705

RESOLUTION TO APPROVE AMENDMENTS TO THE 2011-2012 LAWRENCE COUNTY
BOARD OF EDUCATION BUDGET


NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, approve amendments to the 2011-2012 Lawrence County Board of Education Budget, as attached.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: LAWRENCE COUNTY BOARD OF EDUCATION

September, 2011

Resolution # _____
 Budget Amendments General Purpose School
 FUND 141

Account Number	Description	Debit	Credit
1 72110-189	Other Salaries & Wages		17,500.00
72110-201	Social Security		1,085.00
72110-204	State Retirement		1,729.00
72110-212	Employer Medicare		254.00
39000	Fund Balance	20,568.00	
To Amend Budget for Juvenile Judge Position - funded 1/2 by BOE & 1/2 by Comm		\$ 20,568.00	\$ 20,568.00
Cost Center LEAP			
2 46590	Other State Education Funds	146,475.00	
71150-116	Teachers		78,000.00
71150-201	Social Security		6,470.00
71150-204	State Retirement		7,559.00
71150-212	Employer Medicare		1,331.00
71150-399	Other Contracted Services		8,000.00
71150-499	Other Supplies and Materials		27,489.00
72215-348	Postal Charges		2,000.00
72215-524	In-Service/Staff Development		12,000.00
72215-599	Other Charges		2,000.00
99100-504	Indirect Cost		1,626.00
To Record Leaps & Bounds Grant awarded for 2011-12 school year		\$ 146,475.00	\$ 146,475.00
3 Cost Center PREK			
46515	Early Childhood Education	1,094,611.30	
73400-105	Supervisor/Director		54,231.00
73400-116	Teachers		449,682.00
73400-162	Clerical Personnel		15,470.00
73400-163	Educational Assistants		188,567.00
73400-195	Certified Substitute Teachers		3,000.00
73400-198	Non-Certified Substitute Teachers		12,000.00
73400-201	Social Security		42,936.00
73400-204	State Retirement		62,240.00
73400-207	Medical Insurance		131,891.00
73400-212	Employer Medicare		10,043.00
73400-307	Communication		4,500.00
73400-336	Equipment Rental & Maintenance		5,000.00
73400-348	Postal Charges		300.00
73400-355	Travel		7,200.00
73400-399	Other Contracted Services		48,100.00
73400-429	Instructional Supplies		10,000.00
73400-499	Other Supplies & Materials		21,851.30
73400-524	In-Service/Staff Development		3,000.00
73400-599	Other Charges		9,600.00
73400-790	Other Equipment		15,000.00
To Record Pre-K Budget for 2011-12 school year		\$ 1,094,611.30	\$ 1,094,611.30

September, 2011

Resolution # _____
Budget Amendments General Purpose School
FUND 141

Account Number	Description	Debit	Credit
4 Cost Center CSH			
46590	Other State Education Funds	100,000.00	
72120-131	Medical Personnel		10,000.00
72120-201	Social Security		620.00
72120-212	Employer Medicare		145.00
72130-189	Other Salaries & Wages		55,685.00
72130-201	Social Security		3,453.00
72130-204	State Retirement		5,040.00
72130-207	Medical Insurance		5,629.00
72130-212	Employer Medicare		808.00
72130-399	Other Contracted Services		2,500.00
72130-348	Postal Charges		600.00
72130-355	Travel		5,000.00
72130-499	Other Supplies & Materials		5,320.00
72130-599	Other Charges		5,200.00
To Record Coordinated School Health Grant for the 2011-12 school year		\$ 100,000.00	\$ 100,000.00
5 Cost Center ABE12			
46590	Other State Education Funds	26,778.35	
47120	Adult Education State Grant	133,859.65	
71600-116	Teachers		46,200.00
71600-201	Social Security		2,858.00
71600-204	State Retirement		3,275.00
71600-212	Employer Medicare		667.00
72260-105	Supervisor/Director		3,339.00
72260-162	Clerical Personnel		2,000.00
72260-189	Other Salaries & Wages		65,822.00
72260-201	Social Security		4,582.00
72260-204	State Retirement		7,274.00
72260-207	Medical Insurance		15,600.00
72260-212	Employer Medicare		1,071.00
72260-524	In-Service/Staff Development		7,950.00
To Record Adult Education Budget for the 2011-12 school year		\$ 160,638.00	\$ 160,638.00
6 Cost Center ABE07			
46590	Other State Education Funds	1,916.44	
47120	Adult Education State Grant	5,749.30	
71600-116	Teachers		6,330.00
71600-201	Social Security		394.00
71600-204	State Retirement		581.01
71600-212	Employer Medicare		93.00
72260-524	In-Service/Staff Development		267.73
To Record Adult Education Carryover Budget for the 2011-12 school year		\$ 7,665.74	\$ 7,665.74
7 Cost Center TAK10			
46590	Other State Education Funds	6,556.21	
72130-189	Other Salaries & Wages		2,400.00
72130-201	Social Security		148.00
72130-204	State Retirement		217.00
72130-212	Employer Medicare		35.00
72130-355	Travel		54.21
72130-499	Other Supplies & Materials		3,702.00
To Record Take 10 Getting Kids Active Grant for the 2011-2012 school year		\$ 6,556.21	\$ 6,556.21

September, 2011

Resolution # _____
Budget Amendments General Purpose School
FUND 141

Account Number	Description	Debit	Credit
8 Cost Center FRC			
46590	Other State Education Funds	29,611.65	
72130-130	Social Workers		17,537.00
72130-162	Clerical Personnel		5,107.00
72130-201	Social Security		1,404.00
72130-204	State Retirement		2,093.00
72130-207	Medical Insurance		2,532.00
72130-212	Employer Medicare		329.00
72130-499	Other Supplies & Materials		609.65
	To Record Family Resource Center Grant awarded for 2011-12 school year	\$ 29,611.65	\$ 29,611.65
9 Cost Center AYP			
47590	Other Federal Through State	25,000.00	
71200-189	Other Salaries & Wages		11,330.00
71200-212	Employer Medicare		165.00
71200-429	Instructional Supplies		13,505.00
	To Record AYP Improvement Grant awarded for the 2011-2012 school year	\$ 25,000.00	\$ 25,000.00

LAWRENCE COUNTY TN RESOLUTION NO: 2011092705

Resolution to approve amendments to the 2011-2012 Lawrence County Board of Education Budget

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.	X		X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)		X	X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092706

RESOLUTION TO APPROVE POLICY IN REGARDS TO REIMBURSEMENT OF TRAVEL
EXPENSE INCURRED BY COUNTY EMPLOYEES AND ELECTED OFFICIALS

WHEREAS, Lawrence County desires to modify its policy for reimbursement for travel expenses.

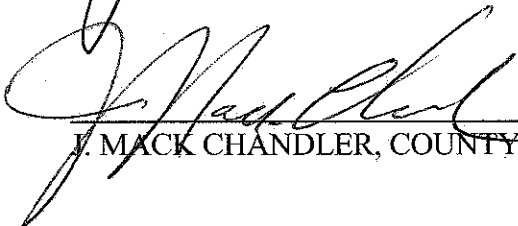
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the Policy of Reimbursement of Travel Expenses attached hereto and marked Exhibit 1 to this resolution is hereby adopted.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: BUDGET COMMITTEE

I. PURPOSE

This document outlines the Policies and Procedures for individuals traveling on Lawrence County business using County funds, and applies to both day and overnight travel.

II. DEFINITIONS

- A. Authorized Travel: Travel to be performed by County employees for which funds are included in the adopted budget and approved in advance as outlined in Section VIII-Travel Approval, below. Department Heads/Constitutional Officers will manage the allocation of available resources to accomplish travel efficiently and effectively throughout the year.
- B. Daily Travel: All travel not requiring overnight accommodations for employees accomplishing their assigned duties.
- C. Extended Travel: All overnight trips to attend meetings, conferences, training, or other work-related functions.
- D. International Travel: Travel to locales outside the 48 contiguous United States.

III. GENERAL POLICIES

- A. Applicability: This policy shall apply to all employees and members of boards, commissions, and authorities of Lawrence County engaged in travel required to conduct Lawrence County business. Employees are not guaranteed attendance at conferences and training seminars. County Administration/Department Heads/Constitutional Officers will determine the appropriateness of all travel undertaken by staff and have the authority to approve or disapprove requests for conferences, training seminars, and other business travel. Supervisors are encouraged to provide these opportunities appropriately and fairly. Travel undertaken by sworn officers of the Sheriff's Office for the purposes of prisoner extradition is subject to extradition policies and procedures as contained in the Sheriff's Office Standard Operating Procedures Manual.
- B. Responsibility:
 - 1. Each Department Head/Constitutional Officer:
 - a. Is expected to exercise sound and prudent judgment when approving, arranging for, or incurring travel expenditures
 - b. Shall determine who is eligible for reimbursement for Internet access, if the place of lodging does not provide this service for free.
 - c. Shall ensure the refund of any unused travel advance is submitted with the Travel Reimbursement Form to the Office of Accounts and Budgets.

In the event the travel advance is not properly accounted for within forty-five (45) calendar days after the trip, the difference may be deducted from the individual's reimbursement or regular pay check.

2. Each individual participating in County-funded Travel:
 - a. Shall obtain approval prior to making any reservations/travel arrangements in accordance with the expenditure limits and authorization levels outlined in Section VIII-Travel Approval, below. When estimating travel-related expenses for advance approval, all expenses are to be itemized on one form; expenses may not be divided between two forms to avoid the expenditure limits as defined.

Advance approval may be in the form of an e-mail or memorandum. This documentation shall be included with the reimbursement request.

- b. Shall submit a Travel Reimbursement Form to the Office of Accounts and Budgets within thirty (30) calendar days of return from travel, with all appropriate receipts, conference schedules, details of expenses, explanations, and if applicable refund of unused travel advance funds. Receipts are not required for items included in a per diem (meals and incidentals).
 - c. Shall ensure proper authorizations of reimbursement requests. Under no circumstances shall:
 - 1) Any individual approve reimbursement of his or her own travel
 - 2) Any individual ask a subordinate to approve his or her travel expenses

Requests for reimbursement submitted more than thirty (30) calendar days after travel will not be paid.

- C. Advance Payments: Only registration, per diem, and advance conference fees may be paid prior to travel. All other travel payments shall be in the form of employee reimbursements after travel unless prior approval for additional advance payment is obtained from the County Executive, or Department Head. Employees must request advance payment at least 5 business days before departure.
- D. Excessive Expenses: Persons traveling on official County business will exercise care in incurring expenses to minimize the cost to the County. Excessive and unnecessary expenses will not be reimbursed. Those with authority as specified in Section III-B above will determine if expenses are excessive.

- E. Joint Travel: When it is known that two or more employees will be traveling to the same destination, maximum use shall be made of special group travel discounts, joint use of taxicabs and joint use of County-owned, leased or privately-owned vehicles. County Government strongly urges such employees to carpool, use commercial transportation, etc., where feasible.
- F. Fuel Credit Cards: In the event a department has County-issued gasoline credit cards, they may be used when traveling in a County-owned vehicle with the following restrictions:
 - The card may only be used to purchase gas or oil and/or for emergency repairs. The card may not be used for food, drinks, cash advances, or items for personal use.

IV. POLICY ADMINISTRATION

The administration of this policy shall be as follows:

- A. County Legislative Body shall adopt provisions of policy, set rates of reimbursement, and make any significant alterations.
- B. County Executive shall implement all provisions of this policy, authorize exceptions as permitted and make changes to operating procedures as necessary.
- C. The Office of Accounts and Budgets will administer the policy (review practices for policy compliance, keep records, prepare advances and checks, note discrepancies, etc.)

V. TRANSPORTATION

Transportation is paid only if it is reasonable and necessary to accomplish the County's business.

- A. County-owned vehicles should be used for daily or extended travel when available and cost beneficial to the department.
- B. Employees are permitted to use their personally owned automobiles when a County-owned vehicle is not available, or when the use of a personally owned vehicle is cost beneficial to the department. In the event of an accident, the employee's insurance will be sole and primary.
- C. Reimbursement for rental cars shall be authorized only when necessary, cost effective, or otherwise beneficial to the County. The Department Head must request that the vehicle be added to the county's policy during rental and obtain verification before traveling.
- D. When traveling to training, conferences, etc., the distance normally traveled from home to worksite (or the equivalent distance) is not reimbursable.

- VI. It is expected that the most economical and efficient mode and route of travel is used when travel is necessary to accomplish the County's business. Transportation should be shared by employees traveling together whenever possible.

LODGING

Extended travel must be necessary and reasonable to accomplish the County's business to be eligible for reimbursement (Note: Employee is responsible for making all reservations)

- A. Lodging reimbursement will only be approved as follows:
 - 1. Conference agenda must accompany reimbursement request
 - 2. Employee will only be reimbursed for lodging in excess of 60 miles (one way)
 - 3. Travelling days and conference days will be reimbursed according to conference times on agenda

- B. Accommodations will be reimbursed on a single occupancy basis only, unless there is more than one County employee traveling and a room is being shared voluntarily.

- C. Accommodations shall be arranged at (or closest to) the site of business.

- D. Accommodations will be reimbursed at the conference rate or government rate plus applicable taxes, whichever is lower and available. A receipt for lodging expenses shall be required and must accompany the Travel Reimbursement form to ensure reimbursement. In the event these rates are not available refer to Appendix 1 and use the General Service Administration rates for your destination
<http://www.gsa.gov>

- E. Employees will communicate travel plan changes to the hotel as soon as possible if a confirmed reservation is being held. Since hotels may charge for non-canceled reservations, these charges will not be reimbursed if the traveler is negligent in canceling reservations.

VII. MISCELLANEOUS EXPENSES

- A. Tolls and parking fees are reimbursable.
- B. A receipt is required for reimbursement claims
- C. Telephone, facsimile, and internet charges will be reimbursed only if an approved business justification is provided with the Travel Reimbursement form.

VIII. TRAVEL APPROVAL

All travel must be approved in accordance with the following matrix.

Travel By:	Daily Travel	In-State Overnight Travel	Out-of-State Travel	International Travel
Departmental Staff	Department Head		County Executive	Board of Commissioners
Department Heads	Self		County Executive	Board of Commissioners
County Commissioners	Self		County Executive	Board of Commissioners
County Attorney	County Executive		County Executive	Board of Commissioners
County Executive	Self		Self	Board of Commissioners

IX. PER DIEM ALLOWANCES FOR MEALS AND INCIDENTALS

A. Employees will be compensated for meals consumed during official travel as

1. Daily Travel: An employee will be reimbursed for meals, tips and incidental expenses not to exceed the per diem rate set out in Appendix 1 of the policy. The amount of per diem depends on the time period of travel:
 - a. Breakfast: Until 10:00 a.m.
 - b. Lunch: 10:00 a.m. – 3:00 p.m.
 - c. Dinner: After 3:00 p.m.
2. Extended Travel: An employee is eligible for reimbursement not to exceed the per diem for the cost of meals, tips, and incidentals for each full day of travel. For per diem allowances, travel begins on the day the employee leaves the place of abode, office or other point of departure and ends on the day the employee returns to the place of abode, office, or other arrival point. For partial days, while en route to or from extended travel, an employee will be reimbursed as stated in paragraph 1 above.

B. Non-reimbursable Meals: An employees will not be eligible for per diem or reimbursement at the maximum daily allowance for meals when any or all meals are furnished as a condition of travel. If all meals are provided on any given day(s), the employee will not receive the amount specified for the non-included meal(s). The number of reimbursable meals will be indicated on the Travel Reimbursement form with the date the meal(s) was (were) consumed. Non-reimbursable meals are defined as:

1. Any meal included in a registration or conference fee ultimately paid by the County; or

2. Any meal furnished at no cost to the employee by a school or vendor while attending a course of instruction if the cost of the meal is ultimately paid for by the County as part of the cost of instruction; or
 3. Any meal furnished by an airline where the cost of the ticket is paid for by the County; or
 4. Any meal(s) furnished by a private individual or firm that serves to replace a meal(s) that would normally be funded as part of the per diem.
 5. Under no circumstances will expenditures for alcohol be reimbursed by County funds.
- C. A flat \$5 per diem is paid for each day of extended travel for incidental expenses such as bellhop, waiter, or taxi tips. The incidentals amount is not prorated on a travel departure or return date, but is paid on all travel days>
- D. Personal expenses such as gratuities for maid or room service, valet services, self-entertainment expenses, etc., are not reimbursable.

Exception: If valet services are required, expenses will be reimbursed.

Appendix 1 to Travel Policy and Procedures

PER DIEM RATES

I. Mileage:

Mileage shall be reimbursed at the Standard Mileage Rate, as determined by the U.S. Internal Revenue Service. The current IRS rates (\$0.51 per mile in 2011) can be found at the following site:

<http://www.irs.gov/newsroom/article/0,,id=232017,00.html>

II. Meals and Incidentals:

A. Meal and Incidental Reimbursement Rates:

- | | |
|----------------|---------|
| 1. Breakfast | \$7.00 |
| 2. Lunch | \$11.00 |
| 3. Dinner | \$23.00 |
| 4. Incidentals | \$5.00 |

B. Daily Per Diem: \$46.00

Refer to www.gsa.gov for 2011 standard rates.

Travel day standard rate \$34.50 each day.

III. Lodging:

Government or conference rate, whichever is lower, plus applicable taxes

GSA rates: www.gsa.gov

LAWRENCE COUNTY TN RESOLUTION NO: 2011092706A1

County Commissioners can approve their own out of state travel

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.				X		X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn				X		X	
12	Washburn, Sam				X		X	
4	Taylor, Ronnie Wayne		X	X			X	
17	Spearman, Bert				X		X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley	X		X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry				X		X	
3	Gillespie, Dennis C.				X		X	
11	Franks, Scott				X		X	
7	Dryden, Jerry W.				X		X	
18	Burks, William (Bill)				X		X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.				X		X	
10	Benefield, Delano				X		X	
TOTAL				6	11	0	17	1

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

FAILED

LAWRENCE COUNTY TN RESOLUTION NO: 2011092706

Resolution to approve policy in regards to reimbursement of travel expense incurred by County Employees and elected officials

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen		X	X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott	X		X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				16	1	0	17	1

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

RESOLUTION NO. 2011092707

RESOLUTION TO ESTABLISH AN AUDIT COMMITTEE FOR LAWRENCE
COUNTY, TENNESSEE

WHEREAS, T.C.A. § 9-3-405 encourages county governments to establish an independent Audit Committee; and

WHEREAS, the Comptroller and the Government Finance Officers Association of the United States and Canada recommends that all county governments establish an Audit Committee as a best practice and to assist the County Commission in the oversight of the public funds and financial reporting process; and

WHEREAS, the Lawrence County Commission realizes the need, especially in today's current environment of fewer available resources, for increased transparency and accountability of public funds, and that the County Commission is ultimately responsible for ensuring that management is meeting its internal control and financial reporting responsibilities; and

WHEREAS, the County Commission finds it to be in the best interests of Lawrence County to establish an Audit Committee.

NOW THEREFORE BE IT RESOLVED by the County Commission of Lawrence County, meeting this 27th day of September, 2011, that:

SECTION 1. Pursuant to the provisions of T.C.A. § 9-3-405, the County Commission of Lawrence County does hereby establish an Audit Committee to provide independent review and oversight of the county's financial reporting processes and the county's internal controls, a review of the external auditor's report and follow up on management's corrective action, and compliance with laws, regulations, and ethics.

SECTION 2. The Audit Committee will consist of three (3) members, to be comprised of members of the County Commission, citizens of Lawrence County, or a combination of both. To insure the committee's independence and effectiveness, no Audit Committee member will be an elected official (with the exception of elected County Commissioners), employee, spouse of an official/employee, or person that commingles assets with an official/employee of Lawrence County. While committee members need not be accountants, they should possess sufficient knowledge and experience in finance, business, and accounting to discharge the committee's duties. The members of the Audit Committee shall be selected by the County Commission to staggered three (3) year terms. To establish staggered terms, one of the initial members of the committee shall be appointed to a one year term, one of the initial members shall be appointed to a two year term and one of the initial members shall be appointed to a three year term. Thereafter, all members shall be appointed to serve three year terms.

SECTION 3. Meetings of the Audit Committee shall be held in accordance with the provisions of T.C.A. § 9-3-405. Meetings shall be subject to the open meetings provisions of

T.C.A. Title 8, Chapter 44, except that upon a majority vote of those members in attendance for the public portion of a meeting, the Audit Committee may hold confidential, nonpublic executive sessions to discuss the following items as authorized in T.C.A. § 9-3-405:

- (1) Items deemed not subject to public inspection under T.C.A. §§ 10-7-503 and 10-7-504, and all other matters designated as confidential or privileged;
- (2) Current or pending litigation and pending legal controversies;
- (3) Pending or ongoing audits or audit related investigations;
- (4) Information protected by federal law; and
- (5) Matters involving the reporting of illegal, improper, wasteful, or fraudulent activity under T.C.A. § 9-3-406, where the informant has requested anonymity.

The Audit Committee will follow Roberts Rules of Order. Each year at its first meeting, the committee will elect a chairman, vice-chairman, and secretary. Meeting agendas will be prepared by the chairman and provided in advance to members along with appropriate briefing materials. Minutes of the Audit Committee meetings will be filed in the Office of County Clerk.

SECTION 4. The committee shall have access to the services of a financial expert, either through a committee member or an outside party engaged by the committee for this purpose. Such financial expert should, through both education and experience, and in a manner specifically relevant to the county government sector, possess (1) an understanding of generally accepted accounting principles and financial statements; (2) experience in preparing or auditing financial statements of comparable entities; (3) experience in applying such principles in connection with the accounting for estimates, accruals, and reserves; (4) experience with internal accounting controls; and (5) an understanding of Audit Committee functions.

SECTION 5. The duties and responsibilities of the Audit Committee are:

(a) To carefully review, upon completion of the county's annual audit, all audit findings in audit report and consult with the external auditors regarding any irregularities and deficiencies disclosed in the annual audit. The Audit Committee is empowered to meet with management to discuss audit findings and/or disagreements with the external auditors. The committee should satisfy itself that appropriate and timely corrective action has been taken by management to remedy any identified weaknesses. The committee should determine what corrective action, if any, should be recommended to the County Commission.

(b) To consider the effectiveness of the internal control system, including information technology security and control, review the effectiveness of the system for monitoring compliance with laws and regulations, and review the process for communicating the county's ethics policies to county personnel and monitoring compliance therewith.

(c) To establish a process by which employees, taxpayers, or other citizens may

confidentially report suspected illegal, improper, wasteful or fraudulent activity under provisions of T.C.A. § 9-3-406.

(d) To annually present a written committee report detailing how it discharged its duties and any committee recommendations to the full County Commission.

SECTION 6. The Audit Committee will be adequately funded to carry out the duties and responsibilities as set out in this Resolution and under applicable law.


SECTION 7. This resolution creating the duties and responsibilities of the Audit Committee has been submitted to the Comptroller prior to approval by this legislative body, and this resolution conforms with the report issued by the Comptroller.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: BUDGET COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2011092707

Resolution to establish an Audit Committee for Lawrence County, Tennessee

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert		X	X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry	X		X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092708


RESOLUTION TO APPROVE A DEBT MANAGEMENT POLICY

WHEREAS, the Budget Committee has approved a Debt Management Policy, a copy of which is attached hereto and incorporated herein.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the Debt Management Policy attached hereto Exhibit 1 is adopted for Lawrence County.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: BUDGET COMMITTEE

LAWRENCE COUNTY
T E N N E S S E E

DEBT MANAGEMENT POLICY

Prepared by:

GUARDIAN ADVISORS, LLC

Reviewed & Modified by Director of Accounts & Budgets, September 20, 2011

Adopted by Budget Committee, September 21, 2011

Adopted by Lawrence County Commission, September 27, 2011

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INTRODUCTION

The purpose of this Debt Management policy is to provide the governing body with written guidelines and restrictions that affect the amount and type of debt issued by a state or local government, the issuance process, and the management of a debt portfolio. A debt management policy improves the quality of decisions, provides justification for the structure of debt issuance, identifies policy goals, and demonstrates a commitment to long-term financial planning, including a multi-year capital plan. Adherence to a debt management policy signals to rating agencies and the capital markets that a government is well managed and should meet its obligations in a timely manner.

Debt levels and their related annual costs are important long-term obligations that must be managed within available resources. An effective debt management policy provides guidelines for a government to manage its debt program in line with those resources.

Since the guidelines contained in the Policy require regular updating in order to maintain relevance and to respond to the changes inherent in the capital markets, the County plans to revisit the Policy from time to time. (see paragraph 16)

1. POLICY STATEMENT

In managing its debt, it is the County's policy to:

- Provide for public accountability & transparency
- Achieve the lowest costs of capital
- Ensure high credit quality
- Maximize future debt capacity
- Assure access to the capital credit markets
- Preserve financial flexibility
- Manage interest rate risk exposure

2. GOALS AND OBJECTIVES

Debt Policies and procedures are tools that ensure that financial resources are adequate to meet the County's long-term planning objectives. In addition, the Debt Management Policy ("Policy") helps to ensure that financings undertaken by the County satisfy certain clear objective standards which allow the County to protect its financial resources in order to meet its long-term capital needs. The adoption of clear and comprehensive financial policies enhances the internal financial management of the County.

The Policy formally establishes parameters for issuing debt and managing a debt portfolio which considers the County's specific capital improvement needs; ability to repay financial obligations; the existing legal, economic, financial and debt market conditions. Specifically, the policies outlined in this document are intended to assist in the following:

- To identify & comply with all laws related to debt issuance & management.
- Guide County officials in policy and debt issuance decisions.
- Maintain appropriate capital assets for present and future needs.
- Promote sound financial management.
- Protect the County's credit rating.
- Ensure the legal use of the County's debt issuance authority.
- Promote cooperation and coordination with other service providers in the financing and delivery of services.
- To evaluate debt issuance options.
- To move the County toward achieving the GFOA Certificate of Achievement in Financial Reporting.

3. MUNICIPAL ADVISOR APPOINTMENT

In order to provide continuity in the management, issuance and delivery of services related to debt management, the County may appoint a Municipal Advisor which shall be appointed on the basis of recognized competence and integrity according to Tennessee Code Annotated § 12-4-106. The Municipal Advisor shall adhere to Policy guidelines. See paragraph 14.

4. ISSUANCE PROCESS & COSTS

State law authorizes Counties to issue general obligation bonds subject to the adoption of a bond resolution by the Board of County Commissioners. Other sections of Tennessee Code Annotated and the Federal Tax Code may govern the issuance or structure of any debt issued. These provisions serve as the basis for the County's affordability guidelines described later in this Policy. Prior to the issuance of any debt a CT-0253 form will be presented as an estimate to costs associated with the transaction.

5. CREDIT QUALITY AND CREDIT ENHANCEMENT

The County's debt management activities will be conducted in order to receive the highest credit rating(s) possible, consistent with the county's financing objectives. The County Mayor and Director of Accounts and Budgets will be responsible for maintaining relationships and communicating with the rating agencies that assign ratings to the County's debt. The County shall prepare presentations to the rating agencies to assist credit analysts in making an informed decision.

The County Mayor, Director of Accounts and Budgets, or Municipal Advisor will provide a credit presentation to the County Commission, explaining any current or recent rating applied for, rating agency views on the County's performance and current items which may adversely or positively affect the County's credit rating.

The County will consider the use of credit enhancement on a case by case basis, evaluating the economic benefit versus cost for each case. Nothing shall prevent the County to apply for Bond Insurance for any issue.

(A) Bond Insurance - The County may purchase bond insurance when such purchase will result in a lower true interest costs taking into account the bond insurance premium for negotiated sales. For competitive sales, the County Mayor or Director of Accounts and Budgets shall determine if Bond Insurance will be applied for, and if available, the purchaser of the bonds will determine whether bond insurance will be used.

The County will solicit quotes for bond insurance from interested providers, or in the case of a competitive sale will either apply for bond insurance, or allow bidders to request insurance. In a negotiated sale the County will select a provider whose bid is cost-effective and whose terms and conditions governing the guarantee are satisfactory to the County. The winning bidder in a competitive sale will determine the provider of bond insurance.

6. DEBT AFFORDABILITY

The ratios and standards identified in Exhibit A are intended to provide guidelines which permit and facilitate long-term access to capital while ensuring that financial leveraging decisions do not negatively impact the County's financial operations. The County shall consider the ability to repay debt as it relates to net debt per capita, net debt to assessed value, and ratio of debt expenditures as a percentage of total expenditures.

7. BOND STRUCTURE

The County shall establish all terms and conditions relating to the issuance of bonds, notes and other obligations and will invest proceeds pursuant to the terms of the resolution authorizing the issuance of the debt in compliance with applicable State law and to the extent the issue is tax-exempt with Federal tax laws and regulations governing their issuance. Unless otherwise authorized by the County, the following shall serve as the Policy for determining structure:

- (a) Term - All capital improvements financed through the issuance of debt will be financed for a period not to exceed the useful life of the improvements, and in consideration of the ability of the County to absorb the additional debt service expense within the debt affordability guidelines, but in no event will the term exceed forty (40) years or the amount allowed by State law.
- (b) Capitalized Interest - From time to time certain financings may require the use of capitalized interest from the issuance date until the County has beneficial use and/or occupancy of the financed project. Interest may be capitalized through a period permitted by Federal law and State statute if it is determined that doing so is beneficial by County officials
- (c) Debt Service Structure – General Obligation Debt issuance shall be planned to achieve relatively net level debt service amortization taking into consideration the County’s outstanding debt obligations, while matching debt to the useful life of the project being financed. The County shall avoid the use of bullet or balloon maturities, absent sinking fund requirements, except in those instances where these maturities serve to make existing overall debt service level or to match a specific income stream.

Revenue Supported debt will be structured to achieve adequate debt service coverage ratios.
- (d) Call provisions - Typically, securities will include a call feature no later than ten (10) years from the date of delivery of the bonds. Non-callable bonds will be given careful evaluation by the County with respect to the value of the call option.
- (e) Original Issue Discount/Premium - Bonds with original issue discount/premium will be permitted.
- (f) Structured products - The determination of the County to consider the use of structured products as a hedge against interest rate risk or a method to lower its costs of borrowing will be made by the County Mayor, Director of Accounts and Budgets, and Budget committee. The County will comply with state guidelines and will be able to quantify

and understand the potential risks or to achieve fixed and/or variable rate exposure targets. The County will not use structured products for speculative purposes. (see paragraph 10)

8. TYPES OF DEBT

When the County determines that the use of debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued.

Security Structure

1. General Obligation Bonds - Are supported by the full faith and credit of the County and are typically used to finance capital projects not supported with public utility type revenues. The County may also use its general obligation pledge to support other revenue supported bond issues, if such bond support improves the economics of the other bond issue and is used in accordance with these guidelines and State and Federal law.
2. Revenue Bonds - Are supported only with revenues generated from specifically designated sources. Revenue Bonds will be issued for capital projects which can be supported from project or enterprise fund related revenues.

9. DURATION

Long-Term Debt (maturing after 3 years)

The County may issue long-term debt where it is deemed that capital improvements should not be financed from current revenues or short-term borrowings. Long-term debt will be structured in such a way that financial obligations do not exceed the expected economic life of the project(s).

(a) BONDS will be only be issued in fixed rate mode for projects with an economic life in excess of three years or greater

(b) NOTES may be issued to for projects with an economic life of three to twelve years

Short-Term Debt (maturing within three years)

Short-Term borrowing may be utilized for the construction period of a long-term project or for the temporary funding of operational cash flow deficits or anticipated revenues (defined as an assured source with the anticipated amount based on conservative estimates) subject to the following policies:

(a) Bond Anticipation Notes (BANS) may be issued instead of capitalizing interest to reduce the debt service during the construction period of a project or facility. BAN's shall be issued according to state and federal law and shall not mature more than two years from the date of issuance.

(b) Revenue Anticipation Notes (RAN'S) & Tax Anticipation Notes (TAN'S) shall be issued only to meet cash flow needs consistent with a finding that the

sizing of the issue fully conforms to Federal IRS regulations as well as state requirements and limitations.

- (c) Capital Outlay Notes shall be considered to finance projects with a useful life of twelve years or less.
- (d) Intra-fund Loans shall only be used to fund operational deficiencies among accounts or for capital projects to be paid from fiscal year revenues. Such intra-fund loans shall in no event extend beyond (12) months and shall only be issued in compliance with state regulations and limitations.
- (e) Other short-term debt may be used when it provides an interest rate advantage or as interim financing until market conditions are more favorable to issue debt in a fixed rate mode. The County will determine and utilize the least costly method for short-term borrowing. The County may issue short-term debt when there is a defined repayment source or amortization of principal.

10. INTEREST RATE MODES

To maintain a predictable debt service burden, the County will only issue fixed rate debt until such time as the Board of County Commissioners amends the Policy.

11. REFINANCING OUTSTANDING DEBT

The County Mayor, Director of Accounts and Budgets, and Budget Committee, shall have the responsibility to analyze outstanding debt for refunding opportunities, in consideration of the following:

1. Debt Service Savings – Absent other compelling considerations such as the opportunity to eliminate restrictive covenants contained in existing debt documents, the County establishes a minimum present value savings threshold of 2.75% of advanced refunded bond principal, net of all costs of issuance. The decision to take savings on an upfront or deferred basis must be explicitly approved by the Board of County Commissioners. Current refunding opportunities will be considered if the refunding generates positive present value savings. The Director of Accounts and Budgets and/or Municipal Advisor will monitor refunding opportunities on a quarterly basis.
2. Restructuring for economic purposes – The County will refund debt when it is in the best financial interest of the County to do so. Such refunding will be limited to restructuring to meet unanticipated revenue expectations, achieve costs savings, mitigate irregular debt service payments, release reserve funds or remove unduly restrictive bond covenants or to mitigate the risks associated with any variable rate debt exposure issued prior to the adoption of this Policy.
3. Term of Refunding Issues – Bonds will be refunded within the original term. However, the County Mayor, Director of Accounts and Budgets, and Budget Committee may recommend, subject to Commission approval, a maturity extension in order to achieve a desired outcome, provided the extension is legally permissible. The County

Mayor, Director of Accounts and Budgets, and Budget Committee may also consider shortening the term of the original issue in order to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.

4. Escrow Structuring – The County shall utilize State and Local Government Securities (SLGS) to fund escrow accounts for an advanced refunding issue, if available. In the case of open-market securities, a certificate will be provided by a third party agent, who is not a broker- dealer stating that the securities were procured through an arms length competitive bid process, and that the price paid was reasonable within Federal regulations. Under no circumstance shall an underwriter, agent, financial advisor or municipal advisor sell escrow securities to the County from its own account.

5. Arbitrage – The County shall take all necessary steps to optimize escrows.

12. METHODS OF ISSUANCE - The County in consultation with the Municipal Advisor will determine the method of issuance on a case by case basis and in accordance with State law.

1. Competitive Sale – In a competitive sale the issue shall be awarded to the bidder providing the lowest true interest costs as long as the bid adheres to the requirements set forth in the detailed notice of sale.
2. The County recognizes that some issues are best sold through negotiation when permitted under State law. In its consideration of a negotiated sale, the County shall assess the following circumstances:
 - Timing the sale.
 - A structure which may require a strong pre-marketing effort for a complex transaction.
 - Size of the issue which may limit potential bidders.
 - Market volatility is such that the County would be better served by flexibility in timing a sale.
 - If the issue is a variable rate demand obligation (if allowed).
 - Whether an idea or financing structure is a proprietary product of a single firm.
3. Private Placement – From time to time the County may elect to privately place its debt. Such placement shall only be considered if this method is demonstrated to result in a costs savings to the County relative to other methods of debt issuance.

13. UNDERWRITER SELECTION (NEGOTIATED SALE)

The County Mayor or Director of Accounts and Budgets, in consultation with the Municipal Advisor, shall evaluate each refunding opportunity and select an underwriter/lender which will meet the objectives in the plan of refunding. The Director of Accounts and Budgets shall provide a report to the Board of County Commissioners after each sale.

The County Mayor, Director of Accounts and Budgets, and Budget Committee, in consultation with the Municipal Advisor, shall select a senior manager for a proposed negotiated sale. The selection criteria shall include but not be limited to the following:

- Ability and experience of the firm in managing similar transactions.
- Prior knowledge and experience with the County.
- The firm's willingness to risk capital and demonstration of such risk
- Quality and experience of personnel assigned to the County's engagement.
- Financing ideas presented.
- Underwriting fees.

The underwriter must clearly identify itself to the County in writing (e.g., in a response to a request for proposals or in promotional materials provided to the County) as an underwriter and not as a financial or municipal advisor from the earliest stages of its relationship with the County with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the County. The underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the County Mayor and Director of Accounts and Budgets in advance of the pricing of the debt.

14. MUNICIPAL ADVISOR

In lieu of the County Mayor, Director of Accounts and Budgets, and Budget Committee being primarily responsible for debt management and issuance, the County may select a Municipal Advisor (Advisor) to assist in its debt issuance and debt administration processes. Selection of the Advisor shall be based on, but not limited to, the following criteria:

- Experience with municipal government issuers and the public sector
- The firm's background in providing services, balancing of the County's needs for continuity, and innovation in capital planning and debt financing.
- Prior experience and success of the firm
- Independence from underwriting, trading, or activities that relate to conflicts of interest
- Qualifications and experience of the principal employee who will work with the County
- Consideration will be given to the proposed fee structure and to estimated costs, but price will not be a significant and sole determining factor.
- Proper registration with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Municipal Advisory Services - Municipal Advisory Services provided to the County shall include, but shall not be limited to the following:

- Advise on financial matters relating to proposed capital financing projects.
- Analyze the current debt profile and recommend appropriate changes to accomplish the County's objectives.

- Work with County officials in preparing resolutions, engaging bond counsel, drafting a Preliminary Official Statement, Official Statement, Notice of Sales and other related documents.
- Advise and assist in presentations to rating agencies.
- Engaging third party providers such as Trustee/Paying agents, bond insurers, printers and verification agents.
- Assist in developing a formal debt policy which incorporates the County's financial and operational objectives.
- Undertake such additional actions as will lead to the prompt and successful delivery of the proceeds and the bonds at closing.

The County Commission shall approve the written agreement between the County and the municipal advisor with respect to a debt transaction. The municipal advisor shall not be permitted to bid on or underwrite an issue for which it has been providing advisory services.

15. DISCLOSURE

To the extent any outstanding bond or debt obligation so requires, the County will provide annual financial and economic information as required by the Municipal Securities Rulemaking Board or the Securities and Exchange Commission, according to the Disclosure Certificate. It shall be the responsibility of the County Mayor and Director of Accounts and Budgets to monitor this compliance.

Legal Counsel - The County will enter into an engagement letter agreement with each lawyer or law firm representing the County in a debt transaction. No engagement letter is required for any lawyer who serves as counsel to the County regarding County matters generally. Bond counsel for each debt transaction is contracted by the County Mayor and serves to assist the County in such debt issue.

16. DEBT POLICY REVIEW

The Debt Policy guidelines outlined herein are only intended to provide general direction regarding the future use and execution of debt. The County maintains the right to modify these guidelines and may make exceptions to any of them at any time to the extent that the execution of such debt achieves the County's goals.

This Policy will be reviewed no less frequently than annually. At that time the County Commission will consider any recommendations for any amendments, deletions, additions, improvements, or clarification.

17. DISCLOSURE OF COSTS

The County requires all professionals engaged to assist in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by the County in a timely manner. This includes "soft" costs or compensations in lieu of direct payments.

18. POTENTIAL CONFLICTS OF INTEREST

Professionals involved in a debt transaction hired or compensated by the County shall be required to disclose existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the County to appreciate the significance of the relationships. Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

19. TRANSPARENCY

The County shall comply with the Tennessee Open Meetings Act, providing adequate public notice of meetings. Additionally, in the interest of transparency, all costs (including interest, issuance, continuing, and one-time) shall be disclosed to the citizens in a timely manner. An estimate of the costs described above will be presented to the County Commission along with any resolution authorizing debt.

Within four weeks of closing on a debt transaction, the debt service schedule and the State Form CT-0253 shall be available at the office of the Director of Accounts and Budgets for review by members of the Governing Body and the public.

20. DEBT ADMINISTRATION – POST SALE

- A. The Director of Accounts and Budgets will maintain for review by members of the County Commission and the public a report describing the transaction and setting forth all the costs associated with the transaction.
- B. The municipal advisor will provide a closing memorandum with written instructions on transfer and flow of funds.
- C. The Director of Accounts and Budgets will establish guidelines and procedures for tracking the flow of all bond proceeds, as defined by the Internal Revenue Code, over the life of bonds reporting to the IRS all arbitrage earnings associated with the financing and any tax liability that may be owed.
- D. Compliance with arbitrage requirements on invested tax-exempt bond funds will be maintained. Proceeds that are to be used to finance construction expenditures are exempted from the filing requirements, provided that the proceeds are spent in accordance with requirements

established by the IRS. The County will comply with all of its tax certificates for tax-exempt financings by monitoring the arbitrage earning on bond proceeds on an interim basis and by rebating all positive arbitrage when due, pursuant to Internal Revenue Code Section 148. The County will contract with an arbitrage consultant to prepare these calculations, when needed. The County will also retain all records relating to debt transactions for as long as the debt is outstanding, plus three years after the final redemption date of the transaction.

- E. Compliance with private activity requirements with respect to tax exempt debt-financed facilities will be maintained. The Director of Accounts and Budgets shall maintain a record of the allocation of debt proceeds to expenditures, and monitor the use of tax exempt debt-financed facilities to ensure that no impermissible private use occurs.
- F. Any proceeds or other funds available for investment by the County must be invested pursuant to applicable State law.

EXHIBIT A

RATIOS AND STANDARDS

NET DEBT PER CAPITA

Total par amount of Debt of County divided by its population, less Debt Service Fund Balance, less revenue supported debt.

- Bench mark as established is a goal to have no more than \$1,500 in net debt per-capita at any given time.

NET DEBT TO ASSESSED PROPERTY VALUE

Net Debt divided by Assessed Property Value.

- The overall Net Debt to Assessed value should not exceed 10.3% of Assessed Value.

RATIO OF DEBT EXPENDITURES TO TOTAL GOVERNMENT EXPENDITURES (excludes capital & agency Funds).

- Ratio should not exceed 9.5%.
- The Debt Service Fund balance benchmark shall be at least 13 months of the annual debt service requirements and no less than 45% of annual debt service expenditures.

LAWRENCE COUNTY TN RESOLUTION NO: 2011092708

Resolution to approve a Debt Management Policy

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry	X		X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092709

RESOLUTION TO APPROVE APPOINTMENT OF TERESA PURCELL
AS DIRECTOR OF ACCOUNTS AND BUDGETS FOR LAWRENCE COUNTY
AND TO SET SALARY

WHEREAS, Lawrence County has adopted the County Budgeting Law of 1957, the County Fiscal Procedure Law of 1957, and the County Purchasing Law of 1957 as set forth in Title 5, Chapters 12, 13 and 14, respectively, of the Tennessee Code Annotated; and

WHEREAS, T.C.A. §§ 5-13-103 and 5-13-104 provide for the County Executive to appoint a Director of Accounts and Budgets, with the approval of the County Legislative body; and to set the salary of the Director of Accounts and Budgets; and

WHEREAS, the County Executive has appointed Teresa Purcell as Director of Accounts and Budgets.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, the appointment of Teresa Purcell as Director of Accounts and Budgets for Lawrence County is hereby approved.

BE IT FURTHER RESOLVED that the salary of Teresa Purcell as Director of Accounts and Budgets is set at \$60,756.00 annually.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: J. MACK CHANDLER AS TO APPOINTMENT
BUDGET COMMITTEE AS TO RECOMMENDATION OF SALARY

LAWRENCE COUNTY TN RESOLUTION NO: 2011092709

Resolution to approve appointment of Teresa Purcell as Director of Accounts and Budgets for Lawrence County and to set salary

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert	X		X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.		X	X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092710

RESOLUTION TO APPROVE APPOINTMENT OF CARLA BURDEN AS PURCHASING
AGENT AND GRANTS MANAGER FOR LAWRENCE COUNTY
AND TO SET SALARY

WHEREAS, Lawrence County has adopted the County Budgeting Law of 1957, the County Fiscal Procedure Law of 1957, and the County Purchasing Law of 1957 as set forth in Title 5, Chapters 12, 13 and 14, respectively, of the Tennessee Code Annotated; and

WHEREAS, T.C.A. §§ 5-13-103 and 5-13-104 provide for the County Executive to appoint a Purchasing Agent and Grants Manager, with the approval of the County Legislative body; and to set the salary of the Purchasing Agent/Grants Manager for Lawrence County.

WHEREAS, the County Executive has appointed Carla Burden as Purchasing Agent and Grants Manager for Lawrence County.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, the appointment of Carla Burden as Purchasing Agent and Grants Manager for Lawrence County is hereby approved.

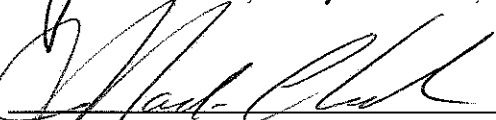
BE IT FURTHER RESOLVED that the salary of Carla Burden as Purchasing Agent and Grants Manager for Lawrence County is set at \$39,140.00 annually.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: J. MACK CHANDLER AS TO APPOINTMENT
BUDGET COMMITTEE AS TO RECOMMENDATION OF SALARY

LAWRENCE COUNTY TN RESOLUTION NO: 2011092710

Resolution to approve appointment of Carla Burden as purchasing Agent and Grants Manager for Lawrence County and to set salary

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen		X	X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert	X		X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092711

RESOLUTION TO MAKE TEMPORARY JAIL A RECYCLING FACILITY FOR USED
BUILDING FIXTURES

WHEREAS, due to the closure of the Lawrence County Jail in 2006, Lawrence County erected a temporary jail facility at the Lawrence County Solid Waste Transfer Station with the cost thereof being paid from bond proceeds (Fund 171); and

WHEREAS, due to the opening of the new jail, the temporary jail facility is now obsolete and the space contained therein should be used for a worthwhile purpose; and

WHEREAS, the Solid Waste Committee and the Facilities Committee deem it viable that Lawrence County Government begin a recycling center for building fixtures such as sinks, cabinets, bathtubs, etc. which may generate some revenue.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the County Executive is authorized to use the space at the Lawrence County Solid Waste Transfer Station previously used for the temporary jail to commence a recycling program for used building fixtures such as sinks, plumbing fixtures, cabinets, etc.

BE IT FURTHER RESOLVED that any revenue generated by the sale of such building fixtures becomes a part of the Solid Waste Fund.

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

Passed this 27th day of September, 2011.




JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: SOLID WASTE COMMITTEE AND FACILITIES COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2011092711

Resolution to make temporary jail a recycling facility for used building fixtures

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen		X	X			X	
14	Woodall, Glenn				X		X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.	X		X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				15	2	0	17	1

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2011072609

RESOLUTION TO DECLARE AS SURPLUS PROPERTY ALL TANGIBLE PERSONAL PROPERTY INSTALLED FOR THE USE AND BENEFIT OF THE TEMPORARY JAIL FACILITY LOCATED AT THE SOLID WASTE TRANSFER STATION EXCLUDING THEREFROM ANY ELECTRICAL, HVAC, FIXTURES AND ANY SUCH PROPERTY THE SHERIFF DEEMS NECESSARY AND NEEDED FOR THE OPERATION OF THE LAWRENCE COUNTY JAIL; TO AUTHORIZE THE SALE OF SAID PROPERTY AND AUTHORIZE USE OF FACILITY BY SOLID WASTE SERVICES

WHEREAS, due to the closure of the Lawrence County Jail in 2006, Lawrence County erected a temporary jail facility at the Lawrence County Solid Waste Transfer Station with the cost thereof being paid from bond proceeds (Fund 171); and

WHEREAS, due to the opening of the new jail, the temporary jail facility is now obsolete and the personal property and equipment installed in said building should be declared surplus property of Lawrence County and should be sold.

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 26th day of July, 2011, that all tangible personal property and equipment installed for the benefit of the temporary jail at the Lawrence County Solid Waste Transfer Station excluding therefrom any electrical, HVAC, fixtures and any such property the Sheriff deems necessary and needed for the operation of the Lawrence County Jail, is hereby declared to be surplus property.

BE IT FURTHER RESOLVED that the Sheriff of Lawrence County shall have the opportunity to inspect said equipment and any such equipment as may be needed and necessary for the Lawrence County Jail shall be transferred to the Lawrence County Sheriff's Department.

BE IT FURTHER RESOLVED the Purchasing Agent for Lawrence County is hereby directed to sell and dispose of said property according to law and the proceeds shall be returned to Fund 171 as that is the fund from which payment was made.

BE IT FURTHER RESOLVED that upon the removal of said property and equipment, the area at the Lawrence County Transfer Station being utilized as the temporary jail be returned for use by Lawrence County Solid Waste Services.

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

Deferred this 26th day of July, 2011, to the next regular session of the Lawrence County Legislative Body.

Withdrawn this 27th day of September, 2011.

JERRY DRYDEN, CHAIR

J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:

CHUCK KIZER, COUNTY CLERK

SPONSOR: CHRIS D. JACKSON, NEELY LUNA, RONNIE TAYLOR, KAREN WOODALL

LAWRENCE COUNTY TN RESOLUTION NO: 2011072609

Resolution to declare as surplus property all tangible personal property installed for the use and benefit of the temporary jail facility located at the Solid Waste Transfer Station excluding therefrom any electrical, HVAC, fixtures, and any such property the sheriff deems necessary and neede for the operation of the Lawrence County jail; to authorize the sale of said property and authorize use of facility by Solid Waste Services

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen		X	X			X	
14	Woodall, Glenn				X		X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.	X		X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				15	2	0	17	1

TYPE OF VOTE:	<input type="checkbox"/> Voice	<input checked="" type="checkbox"/> Roll Call
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Comments:
Deferred at July 26, 2011 meeting until September meeting

RESOLUTION NO. 2011092712

RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO MOVE THE GENERATOR
FORMERLY USED FOR THE TEMPORARY JAIL TO LAWRENCE COUNTY EMERGENCY
MEDICAL SERVICES

WHEREAS, the Lawrence County Legislative Body deems it in the best interest of Lawrence County citizens that the generator formerly used for the temporary jail be moved to Lawrence County Emergency Medical Services.

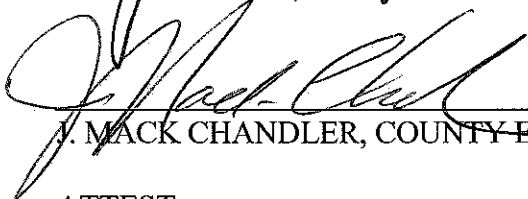
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the County Executive is authorized to move the generator formerly used for the temporary jail to Lawrence County Emergency Medical Services and to take measures necessary to make the generator operational for the Emergency Medical Services building.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: FACILITIES COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2011092712A1

Do study on cost to move generator as opposed to buying and installing a generator

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.				X		X	
15	Woodall, Karen				X		X	
14	Woodall, Glenn		X	X			X	
12	Washburn, Sam				X		X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert			X			X	
5	Purcell, Sam				X		X	
8	Niedergeses, Mark							X
13	Luna, Neeley				X		X	
2	Jackson, Chris D.				X		X	
6	Glass, Larry				X		X	
3	Gillespie, Dennis C.				X		X	
11	Franks, Scott				X		X	
7	Dryden, Jerry W.				X		X	
18	Burks, William (Bill)				X		X	
16	Brown, Anne N.				X		X	
9	Benefield, Ronald L.	X		X			X	
10	Benefield, Delano			X			X	
TOTAL				4	13	0	17	1

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

Failed

LAWRENCE COUNTY TN RESOLUTION NO: 2011092712

Resolution to authorize the County Executive to move the generator formerly used for the temporary jail to Lawrence County Emergency Medical Services

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam				X		X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark			X				X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.	X		X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				15	2	0	17	1

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

RESOLUTION NO. 2011092713

RESOLUTION TO DECLARE AS SURPLUS PROPERTY THE KITCHEN TRAILER FORMERLY USED AT THE TEMPORARY JAIL FACILITY AND TO AUTHORIZE THE DONATION OF THE KITCHEN TRAILER TO THE LAWRENCE COUNTY CHAPTER OF THE AMERICAN RED CROSS

WHEREAS, due to the closure of the Lawrence County Jail in 2006, Lawrence County erected a temporary jail facility at the Lawrence County Solid Waste Transfer Station with one of the necessary items to be purchased was a trailer equipped as a kitchen for preparation of inmates' meals; and

WHEREAS, due to the opening of the new jail, the kitchen trailer formerly used at the temporary jail is obsolete; and

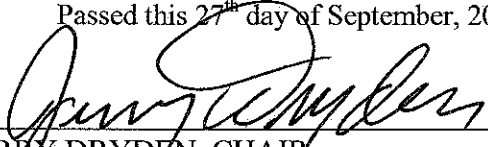
WHEREAS, the Lawrence County Chapter of the American Red Cross can utilize the kitchen trailer during natural disasters that occur in Lawrence and surrounding counties.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the kitchen trailer and all equipment contained therein is declared to be surplus property.

BE IT FURTHER RESOLVED that all right, title and interest in said trailer is to be transferred to the Lawrence County Chapter of the American Red Cross and the County Executive is authorized to execute any documents conveying, transferring and/or assigning title to said trailer to the Lawrence County Chapter of the American Red Cross.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: FACILITIES COMMITTEE

LAWRENCE COUNTY TN RESOLUTION NO: 2011092713

Resolution to declare as surplus property the kitchen trailer formerly used at the temporary jail facility and to authorize the donation of the kitchen trailer to the Lawrence County Chapter of the American Red Cross

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.		X	X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.	X		X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092714

RESOLUTION APPROVING THE ADJUSTMENT OF CERTAIN ACCOUNTS OF
THE LAWRENCE COUNTY AMBULANCE SERVICE FOR HARDSHIP OR
CHARITABLE PURPOSES

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

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

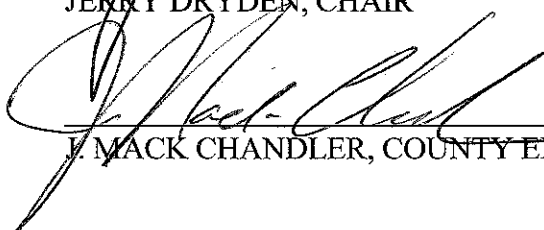
NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the Lawrence County Office of Accounts and Budgets has the approval of the Lawrence County Legislative Body to remove and/or discount the unpaid accounts set forth on Exhibit A from books and records of the Lawrence County Ambulance Service.

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

Passed this 27th day of September, 2011.




JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: PUBLIC SAFETY COMMITTEE

PATIENT NAME	DATE OF SERVICE	INS PAID	CUSTOMER PD	BALANCE	REQUEST	HARDSHIP
BROWN, LOIS	7/7/2010	\$ 750.00		\$ 480.00	Discount	Husband passed away and she now has very little income. She is barely getting by on what little income she is receiving
BUTLER, GLENDA	6/6/11 & 7/5/11			\$ 1,110.00	Discount or write off	Unable to work - waiting on disability
CROWELL, HOLLY	12/11/2010	No Insurance	\$ 110.00	\$ 450.00	Discount	Family having to pay bills Patient: In mental inst.
FREEMAN, ELSON	9/13/2011	No Insurance		\$ 1,235.00	Discount	No Insurance - Other Medical Bills to Pay
GINGERICH, PETER	6/16/2011			\$ 1,230.00	Write-Off	Unable to work due to injury
HAGAN, TONY	6/19/2011	No Insurance	\$ 20.00	\$ 760.00	Discount	Self-Employed - Low Income
HENSON, DENICE	8/13/10 & 8/14/10			\$ 225.57	Discount	Pt on Disability - Cannot find work
MERCER, WILLIAM	7/6/2011	No Insurance		\$ 570.00	Discount	Wife's disability check is their only income
OSBORN, RICKY	11/11/2008			\$ 320.00	Discount	Pt unable to work due to strokes
PATEL, JIYA	3/15/2011			\$ 1,230.00	Discount	Cannot afford insurance
POTTS, RAYMOND	7/20/08 & 3/12/10			\$ 290.82	Write-Off	Unable to work
PULVER, CHRISTOPHER	4/26/2011			\$ 530.00	Write-Off	No job - Can't find work
RIDDLE, ADAM	9/4/2010			\$ 410.00	Discount or write off	No job - Family paying his rent & bills
SIMPSON, TRACY	5/4/2011			\$ 760.00	Discount or write off	Husband's disability is their only income
STAGGS, LINDA	2/25/2011			\$ 830.00	Write-off	She is trying to get disability as well Unable to work-no insurance
STAGGS, ODIE	2/16/2008			\$ 510.00	Discount	Has been paying 10.00 monthly for 3 yrs Did not get disability backpay
STOLL, BRUCE	6/20/2011			\$ 1,190.00	Discount or write off	Does not qualify for insurance
STOVALL, UITA	1/9/2011			\$ 610.00	Discount	Unable to work & no insurance

LAWRENCE COUNTY TN RESOLUTION NO: 2011092714

Resolution approving the adjustment of certain accounts of the Lawrence County Ambulance Service for hardship or charitable purposes

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn	X		X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott		X	X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092715

RESOLUTION TO CONTRACT WITH PRIVATE HAULERS OF SOLID WASTE

WHEREAS, T.C.A. §5-19-101, *et seq.*, authorizes counties of this state to provide garbage and rubbish collection services; and

WHEREAS, the Legislative Body of Lawrence County has determined that such collection shall be done by contracts with private haulers; and


WHEREAS, the current contracts with the private haulers will expire.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the contract which is attached hereto and incorporated herein is hereby approved as the form of contract for such private haulers.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the County Executive is hereby authorized to execute said contracts with the existing haulers for a two year period.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: SOLID WASTE COMMITTEE

AGREEMENT TO PROVIDE GARBAGE AND RUBBISH COLLECTION AND/OR
DISPOSAL SERVICES TO THE CITIZENS OF LAWRENCE COUNTY, TENNESSEE

This agreement is made and entered into on this ___ day of _____, 2011
between Lawrence County, Tennessee, hereinafter called "the County" and _____
_____ doing business as _____
of Lawrence County, Tennessee, hereafter called "the Contractor".

WITNESSETH:

Whereas, pursuant to Title 5, Chapter 19, Section 101 of the Tennessee Code Annotated,
Lawrence County is authorized to provide garbage and rubbish collection and/or disposal
services to the citizens of Lawrence County, Tennessee, and

Whereas, the Lawrence County Board of Commissioners has determined that to comply
with the mandates of the State of Tennessee Solid Waste Act of 1991 the County has to establish
a minimum level of service for door to door collection and/or disposal wastes under Tennessee
Code Annotated §68-211-851, and

Whereas, the Contractor hereby applies to the County for a contract for the collection and
disposal of solid wastes in Franchise District No. _____, as shown on the county map
adopted by the county and on file in the County Executive Office.

Whereas, the county has adopted the necessary and proper resolution authorizing and
directing its officers to bind itself by executing this contract, and

Whereas, the legislative body of Lawrence County has approved the award of this contract to _____

Now, therefore, in consideration of these commitments and for other good and valuable
considerations, the receipt whereof its hereby acknowledged, by each party hereto from the other
and in consideration of the premises, agreements and covenants herein made and set out, the
County and the Contractor promise, agree and covenant with the other as follows:

I.

DEFINITIONS

The definitions shall be those as set forth in the Tennessee Code Annotated.

II

AREA AND TERMS

1. The Contractor shall have the right to collect solid waste in Franchise District No.
_____; the Contractor shall collect solid wastes from those owners requesting such service on a
regularly scheduled basis, and actively solicit new business from all households therein and
cannot refuse anyone that lives on a county maintained road within the Contractor's district.

2. The term shall begin on issuance of contracts from Lawrence County and terminate
upon the revocation of such contracts, for violation of any requirements herein, or two years
from issuance date, whichever may occur first. Notice of desire to negotiate for a new agreement
shall be furnished in writing by the contractors and county as least sixty days prior to the end of
the term of this agreement.

III.

EQUIPMENT AND CARRIER THEREOF

1. Contractor shall furnish completely covered vehicles that shall meet the requirements of the State of Tennessee, and Lawrence County, which shall be properly identified with letters at least three inches high with the Contractor's name, address telephone number, and such other information as may be required by Lawrence County government.
2. This equipment shall be operated, cleaned, and stored in a manner approved by Lawrence County and be in compliance with Tennessee Code Annotated §39-14-503.
3. Sufficient equipment shall be provided to insure uninterrupted service.

IV.

COLLECTION FEES

1. RESIDENTIAL SOLID WASTE. The contractor may charge a maximum of \$16.00 per month per resident for one pickup per week at county or state maintained roadside, such pickups to comply with the following:
 - a. Maximum weight of garbage bag cannot exceed thirty pounds in weight.
 - b. Bag limit per household is two (2) – 30 gallon or less or six (6) small (kitchen) bags of garbage.
 - c. All household garbage must be properly bagged (Contractor is not required to pick-up loose garbage) and boxes must be broken down.
 - d. The contractor may negotiate with customers for additional fees for pickup on private drives and other extra services, including pick-ups that exceed the above weight restrictions.
2. DELINQUENT PAYMENTS. In the event payment is not made by the resident to the Contractor for the services rendered by the tenth day of the month following that for which the charges are made, the resident shall be deemed delinquent, unless the owner and Contractor have negotiated a different agreement. Thereafter, the Contractor shall not pick up the delinquent resident's solid waste until all fees and charges due are paid, including a delinquent charge of up to five (\$5.00) delinquent charge, and further including any such resident's annual Lawrence County Solid Waste Disposal Fee for which the Contractor is responsible pursuant to Section IV, Paragraph 7 hereof.
3. ADJUSTMENTS OF FEES AND CHARGES. All rates for fees and charges, set out herein, shall be subject to changes by the County; provided, however, that no charges shall be made until a public meeting has been held before the Solid Waste Committee, and Contract Haulers have been given notice thereof. The Lawrence County Board of Commissioners Solid Waste Committee shall make rules governing the operation of the Solid Waste pick up program. Any changes in fees and charges shall be incorporated in a resolution adopted by the County at the said hearing or a continuation thereof, and shall amend this agreement.
4. RATE INCREASES. In the base the contractor makes a request for an increase in rates and the county determines that an audit based on an examination of the contractor's book's and records should be made the Contractor shall pay the cost of such audit.

5. ADDITIONAL CHARGES. Any charges proposed by the County such as tipping fees, hauling fee, etc. may be passed on to the customer.

6. NON-RESIDENTS OF LAWRENCE COUNTY. For any customer who is not a resident of Lawrence County and for whom the Contractor provides garbage collection services, the Contractor is responsible for insuring such customer has paid the annual Lawrence County Solid Waste Disposal Fee, and if such fee is not paid, the Contractor is prohibited from providing garbage collection services to such individual(s).

V.

TELEPHONE ANSWERING SERVICE

The Contractor shall maintain a telephone listed in the same name as which such Contractor is doing business, in the telephone directory for all exchanges in their district, and the Contractor shall provide reasonable answering service for those who need to contact them. The Contractor will maintain an up-to-date telephone number at the office of the County Executive for Lawrence County and the office of Lawrence County Solid Waste Services.

VI.

SOLID WASTE DISPOSAL SITES AND FEES

TRANSFER STATION ACCESS. Access to the Lawrence County Transfer Station will be provided to the Contractor by the County. The Contractor shall dispose of garbage as directed by the operator of the Transfer Station.

VII.

APPLICABLE LAWS AND REGULATIONS

The contractor shall comply with all laws, ordinances, and rules and regulations during the term of this contract. Any change in laws, rules, or regulations directly affecting this operation may constitute a cause for contract renegotiation. Regulations pertaining to the size of garbage cans and related matters shall be the same as those adopted by the City of Lawrenceburg, and not to exceed regulation set forth in this contract.

VIII.

COMMENCEMENT AND TERMINATION DATE

1. This contract shall take effect upon issuance to the Contractor by the County. This contract shall authorize the contractor to collect solid wastes on a regularly scheduled basis within the area defined.

2. The county, for good and sufficient cause, shall after thirty (30) days written notice forwarded by certified mail to the Contractor, have the right to cancel and terminate this contract in whole or in part.

3. This contract may be cancelled immediately for the following reasons:

- a. Failure to give adequate and satisfactory service.
- b. Failure to properly maintain solid waste collection equipment.
- c. The contractor shall not cancel this contract without giving a 60 day notice to the county.

d. Failure to maintain approved schedule of pickup of solid waste within a reasonable margin of time.

e. Violations of fees schedule.

f. Discontent and dissatisfaction among the customers.

g. Encroachment upon other contractors' collection areas and unethical business practices and/or for other good and sufficient cause.

4. Termination of this contract shall be approved by the legislative body of Lawrence County.

IX.

INSURANCE

The Contractor covenants and agrees at Contractor's own expense to provide and keep in force a comprehensive insurance program consisting of the following:

a. General Automotive Liability Insurance;

b. Employees Workers' Compensation Insurance;

c. General Public Liability Insurance.

Contractor shall furnish to the County proof of such insurance by a Certificate of Insurance or copies of policies including declaration pages and written assurance that notice will be given immediately to the County should such insurance be cancelled or materially changed.

X.

RIGHT TO ASSIGN

This contract shall not be assigned by the contractor without the written consent of the County.

XI.

RECORDS

The Contractor agrees to maintain accurate records of the business in manner and form established and/or approved by the County. The Contractor further agrees to make available to the County for inspection, the books, the records, business license(s) and the customer account during normal business hours.

XII.

INDEMNITY CLAUSE

Lawrence County shall not be liable to the Contractor for any claims for damages which may arise on account of the exercise by the Contractor of the right herein granted. The Contractor hereby agrees to indemnify, protect, and hold Lawrence County harmless against all claims, suits, demands, liens, judgments, and decrees instituted or asserted by any party because of any act of omission of the Contractor, his agents, or employees in performance of this contract, or pursuant to or in connection with the operation of this franchise.

IN WITNESS WHEREOF, the parties have caused their respective signatures to be affixed hereto this _____ of _____, 2011.

COUNTY OF LAWRENCE:

CONTRACTOR:

J. Mack Chandler, County Executive
(SEAL)

Printed Name: _____

Title: _____

ATTEST:

COUNTY COURT CLERK
WITNESSES:

STATE OF TENNESSEE
COUNTY OF LAWRENCE

I hereby certify that on this day before me, a notary public authorized in the State and County named above to take acknowledgments, personally appeared _____ herein and who executed the foregoing agreement and acknowledged before me that he/she executed the same for the purposes therein expressed.

In witness whereof, I have hereunto set my hand and seal this ____ day of _____, 2011.

My Commission Expires: _____

Notary Public

LAWRENCE COUNTY TN RESOLUTION NO: 2011092715

Resolution to contract with private haulers of solid waste

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	ABSTAIN	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry	X		X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092716

RESOLUTION TO APPROVE AGREEMENT FOR WASTE SUPPLY, SERVICES, AND DISPOSAL, OPERATION OF A SOLID WASTE TRANSFER STATION BETWEEN LAWRENCE COUNTY AND WASTE CONNECTIONS OF MISSISSIPPI, INC.

WHEREAS, on December 19, 2010, Lawrence County issued a "Request for Proposals-Solid Waste Transportations and Disposal Services"; and


Pursuant to said Requests for Proposals, Waste Connections of Mississippi, Inc. submitted a bid pursuant to said Requests for Proposals to dispose of solid waste at \$33.88 per ton; and

WHEREAS, a copy of the proposed agreement with the Requests for Proposal and the bid form submitted by Waste Connections of Mississippi, Inc. is attached hereto as "Exhibit 1".

NOW, THEREFORE, BE IT RESOLVED by the legislative body of Lawrence County meeting in regular session this 27th day of September, 2011, that the proposed agreement between Lawrence County and Waste Services of Mississippi, Inc. is hereby approved and the County Executive is further authorized to execute said contract on behalf of Lawrence County.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: PURCHASING COMMITTEE

**AGREEMENT FOR WASTE SUPPLY, SERVICES, AND DISPOSAL,
OPERATION OF A SOLID WASTE TRANSFER STATION**

THIS AGREEMENT (the "Agreement") is made and entered effective the last date signed by one of the parties hereto as indicated on the signature page hereof, by and between Lawrence County, Tennessee, a governmental entity organized and existing under the laws of the State of Tennessee (hereinafter referred to as the "County"), and Waste Connections of Mississippi Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "WCN").

RECITALS

WHEREAS, on December 19, 2010 the County issued a "Request for Proposals – Solid Waste Transportation and Disposal Services", a copy of which is attached hereto as Exhibit A to this Agreement; and

WHEREAS, pursuant to said request for proposals WCN submitted a bid pursuant to said Request for Proposals to Dispose of Solid Waste at the rate of \$33.88 per ton, a copy of said bid proposal is attached hereto as Exhibit B; and

Whereas, it is hereby ascertained, determined and declared by the parties that:

- 1: The County desires to contract with WCN and is authorized to do so to provide for (i) the long-term disposal of Solid Waste and Special Waste generated within the County's geographic boundaries to the extent the County has lawful control; (ii) the operation of a solid waste transfer station; (iii) solid waste transportation services; and (iv) such other waste services as the County deems necessary to further the purpose for which it was created.
- 2: WCN desires to provide the County with the waste services including, but not limited to, those services set forth above, and further wishes to secure a supply of Solid Waste and Special Waste within the County's geographic boundaries for disposal in the Northeast Mississippi Regional Landfill defined herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the County and WCN, each intending to be legally bound, agree as follows:

1. **DEFINITIONS.** The following definitions shall apply in this agreement.

- 1.01 **Agreement Date:** The date this Agreement is made and entered into as shown in the preamble hereof
- 1.02 **Change in Law:** Means either (i) the enactment, adoption, promulgation, modification, or repeal after the Agreement Date, or implementation after the Agreement Date of any enactment, adoption, promulgation, modification or repeal occurring prior to the Agreement Date of any federal, state or local law, ordinance, code, rule, regulation or other similar legislation, or official permit, license or approval by any regulatory entity having jurisdiction with respect to the

construction, operation or maintenance of either the Landfill or the Lawrence County Transfer Station or the processing, disposition or hauling of waste, or (ii) the change in interpretation by a court of law or appropriate governmental agency after the Agreement Date, of any federal, state, or local law, ordinance, code, rule, regulation, official permit, license or approval by any regulatory entity having jurisdiction with respect to the construction, operation or maintenance of either the Landfill or the Lawrence County Transfer Station, or the processing, disposition or hauling of waste, or (iii) the imposition, after the Agreement Date, of any material condition on the issuance, modification or renewal of any official permit, license or approval necessary for construction, performance testing or operation of either the Landfill or the Lawrence County Transfer Station which, in the case of either Section 1.02 (i), (ii), or (iii) herein, either necessitates or makes advisable a capital project, or increases the Disposal Fees pursuant to Section 6.

For purposes of Section 1.02 (i) herein, no enactment, adoption, promulgation or modification of laws, ordinances, codes, rules, regulations or similar requirements or enforcement policy with respect to any such requirement shall be considered a Change in Law if, as of the Agreement Date, such law, ordinance, code, rule, regulation or other similar requirement or enforcement policy was officially proposed by the responsible agency and published in final form in the Federal Register or equivalent federal, state or local publication and thereafter becomes effective without further action or enacted into law or promulgated by the appropriate federal, state or local body before the Agreement Date and any required hearings concluded on or before the Agreement Date in accordance with applicable administrative procedures and which thereafter becomes effective without further action.

Further, in no event shall any action described in this Section 1.02 be a Change in Law to the extent such action is the result of willful misconduct or grossly negligent action or omission or lack of reasonable diligence of WCN or the County (whichever is asserting the occurrence of a Change in Law). Provided, however, that neither the contesting in good faith nor the failure in good faith to so contest any such action constitute or be construed as willful misconduct or negligent action or omission or lack of reasonable diligence.

- 1.03 **Class I Disposal Facility:** refers to a sanitary landfill which serves a municipal, institutional and/or rural population and is used or to be used for disposal of domestic wastes, commercial wastes, institutional wastes, municipal solid wastes, bulky wastes, landscaping and land clearing wastes, industrial wastes, construction/demolition wastes, farming wastes, shredded automotive tires, dead animals, and special wastes.
- 1.04 **Commission:** The County Legislative Body of Lawrence County, Tennessee.
- 1.05 **Construction/Demolition Waste:** Solid waste, other than special waste, which is produced or generated during construction, remodeling, repair, and demolition of structures. Construction wastes consist of lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, and metal and plastics if the metal or plastics are a

part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases, or semi-liquids, and garbage are not construction wastes.

- 1.06 **CPI (All-Urban Consumers):** The Consumer Price Index (All-Urban Consumers Index) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a similar agency if no longer published by that agency.
- 1.07 **Disposal Fees:** The disposal fees set forth in Section 6 hereof; as such may be adjusted from time to time pursuant to Section 7.02 hereof.
- 1.08 **Domestic Waste:** Any solid waste (including garbage and trash) derived from households (including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, and day-use recreation areas).
- 1.09 **Effective Date:** The date this Agreement shall become effective is March 5, 2011.
- 1.10 **Environmental Law:** Any federal, state, county or local statute, law, regulation, rule, ordinance, code, directive, policy, license or permit, or any agreement, imposing liability or standards of conduct or responsibility concerning or otherwise relating to environmental or health and safety matters, as amended from time to time and all as now or at any time hereafter may be in effect, including but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act, the Clean Air Act, the Clean Water Act, any Superfund law, any regulations issued pursuant thereto, and any similar state, county or local laws or regulations issued pursuant thereto.
- 1.11 **Excluded Waste:** Highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, or any other waste excluded by any applicable Environmental Law or excluded by any of the terms and conditions of any permits, licenses or approvals obtained with respect to WCN's operation of the Northeast Mississippi Regional Landfill.
- 1.12 **Facility:** The Northeast Mississippi Regional Landfill, as defined in Section 1.23 herein.
- 1.13 **Farming Waste:** The wastes from the customary and generally accepted activities, practices, and procedures that farmers adopt, use, or engage in during the production and preparation for market of poultry, livestock, and associated farm products; provided that the term does not include special wastes such as waste oils or other lubricants, unused fertilizers, or pesticide containers or residues.
- 1.14 **Force Majeure:** Any act, event or condition reasonably relied upon by WCN or the County as justification for delay in or excuse from performing or complying

with any obligation, duty or agreement required by WCN or the County under this Agreement, which act, event or condition is beyond the reasonable control of WCN or the County or its agents relying thereon, including, without limitation: (i) an act of God, interference by third parties with any solid waste disposal operations or any other duties of WCN, or the County pertaining to this Agreement or Addenda hereto, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, slowdown or similar industrial or labor action; (iii) an order or judgment (including, without limitation, a temporary restraining order, temporary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body, including, without limitation, such an order or judgment which limits the duration of this Agreement to less than its Term as set forth in Section 12.01 herein, or which stays, invalidates, or otherwise affects this Agreement with respect to the delivery of Waste; (iv) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license, or other governmental approval required to operate either Landfill or the Lawrence County Transfer Station which does not result from any grossly negligent or willful act or omission of WCN; (v) a Change in Law, as defined in Section 1.02 herein; (vi) or WCN is for any reason (other than any reason resulting from WCN's grossly negligent or willful act or omission) delayed or barred by governmental or judicial action from collecting all or any part of the fees to be paid under this Agreement, as may be from time to time adjusted, and any other payments that may become due owing under this Agreement.

- 1.15 **Fuel Surcharge:** An adjustment to the fees up or down made monthly according to the Fuel Surcharge Matrix attached hereto as EXHIBIT C.
- 1.16 **Hazardous Waste:** All materials or substances defined or characterized as hazardous waste by the United States Environmental Protection Agency, the Tennessee Department of Environment and Conservation, or any other agency pursuant to any Environmental Law, and all current and future amendments thereto and all regulations promulgated thereunder.
- 1.17 **Industrial Waste:** Any solid waste produced in or generated by a manufacturing or industrial process that is not classified as hazardous or special waste by the regulations of the Tennessee Department of Environment and Conservation, Division of Solid Waste.
- 1.18 **Institutional Waste:** All solid waste, which is not special waste, emanating from institutions such as, but not limited to, hospitals, healthcare facilities, nursing homes, laboratories, orphanages, correctional institutions, schools and universities.
- 1.19 **Landfill Agreement:** The Agreement For Development, Operation And Use Of The Sanitary Landfill By and Between the Northeast Mississippi Solid Waste

Authority and WCN, approved by Resolution of the Northeast solid Waste Authority Board on September 12, 1998, and executed by the parties thereto as of that date, together with any subsequent amendments, modifications or reaffirmations thereof or assignments or superseding actions taken with respect thereto.

- 1.20 **Landscaping and Land Clearing Waste:** means trees, stumps, brush, dirt, branches, leaves, clippings, etc. from landscaping and land clearing activities.
- 1.21 **Lawrence County Transfer Station:** A Solid Waste Transfer Station located in Lawrence County, Tennessee on real property owned by the County, with all improvements and fixtures thereon being owned by the County.
- 1.22 **Landfill Host County:** Tippah County, Mississippi.
- 1.23 **Northeast Mississippi Regional Landfill:** The sanitary landfill currently operated in Tippah County, Mississippi pursuant to Permit No. SW0700010433 located at Walnut, MS, and any future expansions or modifications thereto pursuant to the permit as presently issued, or as subsequently modified, revised or reissued to WCN's satisfaction.
- 1.24 **Person:** Any individual, partnership, firm, organization, corporation, limited liability corporation, association, governmental entity or any other legal entity, public or private, whether singular or plural, masculine or feminine, as the context may require.
- 1.25 **Sludge:** Any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility.
- 1.26 **Solid Waste:** Waste which is normally composed of domestic, commercial, and industrial solid waste and is suitable for disposal in a Class I Disposal Facility as defined in the regulations adopted pursuant to Tennessee Code Annotated, Title 68, Chapter 211; provided, however, that "Solid Waste" does not include the following: (A) radioactive waste; (B) hazardous waste as defined in Tennessee Code Annotated, Section 68-212-104; (C) infectious waste; (D) materials that are being transported to a facility for reprocessing or reuse but provided, further, that reprocessing or reuse does not include incineration or placement in a landfill; (E) industrial process waste, which does not include office, domestic, or cafeteria waste; and (F) special waste. Solid waste includes, but is not limited to, domestic waste, commercial waste, industrial waste, landscaping and land clearing waste, institutional waste, farming waste, and construction and demolition waste.
- 1.27 **Solid Waste Transfer Station (or Transfer Station):** The facility located at 2126 Baler Drive, Lawrenceburg, Tennessee, including the buildings and all improvements and fixtures within or without the buildings, and all surrounding real property upon which same is located, but excluding the buildings used by

Lawrence County for recycling, for the transfer of Solid Waste and Special Waste from collection vehicles to transportation vehicles.

- 1.28 **Special Waste:** Solid wastes that are either difficult or dangerous to manage and may require special precautions because of hazardous properties, or the nature of the waste creates waste management problems in normal operations. Examples include asbestos and medical wastes.
- 1.29 **TDEC:** The Tennessee Department of Environment and Conservation, an agency of the State of Tennessee designated to oversee the environmental activities of Tennessee, which, among other duties, regulates the disposal of solid waste, including any successor department or agency performing the same or similar duties.
- 1.30 **Ton:** 2000 pounds.
- 1.31 **Waste:** Solid Waste and Special Waste as defined herein.
- 1.32 **White Goods:** Discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances.

2. REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

The County represents warrants and agrees as follows:

- 2.01 **Existence and Good Standing:** The County is (and will continue to be throughout the Term as set forth in Section 12 herein) validly existing as a governmental entity in good standing under the laws of the State of Tennessee.
- 2.02 **Approval and Authorization:** The County has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to the laws of the State of Tennessee. The Commission has duly authorized the execution and delivery of this Agreement and the County's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legal binding obligation and liability of the County.
- 2.03 **No Litigation:** There is no action, suit, or proceeding pending or, to the best of the County's knowledge and belief, threatened against or affecting the County, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein, or the County's ability to perform its obligations pursuant to this Agreement or Addenda hereto.
- 2.04 **Defaults; No Violations:** The County is not in default under, and no event has occurred which, with the lapse of time or action by a third party, would result in default under, any outstanding contract or agreement to which the County is a

party. Neither the execution and delivery of this Agreement nor the performance by the County of its obligations hereunder nor the consummation of the transactions contemplated hereby will violate any of the organizational documents of the County, violate, be in conflict with, constitute a default under or permit the termination of any contract to which the County is a party, require the consent of any other party to any agreement or commitment to which the County is a party, or violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental body to which the County is subject.

2.05 **Compliance with Law or any Other Regulations:** The County is in compliance with all requirements of law, federal, state and local, and all requirements of all governmental bodies or agencies having jurisdiction over the County, the conduct of its business, the use of its properties and assets, and all premises occupied by it. The County has all required licenses, permits, certifications and authorizations needed for the conduct of its business and the use of its properties and the performance of its obligations under this Agreement and Addenda hereto.

2.06 **Excluded Waste:** The County has no knowledge, as of the Agreement Date of this Agreement, of the existence of any Excluded Waste which is intended to or likely to be directed to or deposited in the Northeast Mississippi Regional Landfill or any other facility which is to be operated by WCN pursuant to this Agreement or any Addenda hereto.

2.07 **Solid Waste Produced:** The County will dispose of or caused to be disposed Solid Waste, excluding recyclables, over which it has lawful control in the Northeast Mississippi Regional Landfill for the Term of this Agreement, which disposal shall be accomplished by means of transportation from the Lawrence County Transfer Station located at 2126 Baler Drive, Lawrenceburg, Tennessee, and to be operated by WCN. Provided however, this covenant shall not apply to construction and demolition waste which is disposed of in a Class III-IV Landfill located within Lawrence County.

3. **REPRESENTATION AND WARRANTIES OF WCN:** WCN represents and warrants as follows:

3.01 **Existence and Good Standing:** WCN has been duly organized under the laws of the State of Delaware and is (and will continue to be throughout the term hereof) validly existing in good standing under the laws of the State of Delaware.

3.02 **Approval and Authorization:** WCN has all requisite limited liability company power and authority and solid waste management experience and expertise to enter into and fully perform this Agreement. WCN's execution and delivery of this Agreement and WCN's performance of all of its duties and obligations contained herein have been duly authorized by all necessary limited liability company action on the part of WCN, and this Agreement of WCN is enforceable against WCN in accordance with its terms.

3.03 **No Litigation:** There is no action, suit or procedure pending or, to the best

knowledge and belief of WCN, threatened against or affecting WCN at law or in equity or before or by any federal, state, municipal or other governmental department wherein any decision would materially, adversely affect the transactions contemplated herein or WCN's ability to perform its obligations pursuant to this Agreement or any Addenda hereto.

3.04 **Excluded Waste:** WCN has no knowledge, as of the Agreement Date of this Agreement, of any Excluded Waste originating within the geographic boundaries of the County having been directed to or deposited in the Northeast Mississippi Regional Landfill or any other facility operated by WCN pursuant to this Agreement or any Addenda hereto.

3.05 **Compliance with Law or any Other Regulation:** WCN is in compliance and throughout the term of this contract will remain in compliance in all material respects with all requirements of law, federal, state and local and all requirement of all governmental bodies or agencies having jurisdiction over WCN, the conduct of its business, the use of its properties and assets, and all premises occupied by it. WCN has all required licenses, permits, certificates and authorizations needed for the conduct of its business and the use of its properties and the performance of its obligations under this Agreement and any Addenda hereto. Should fines, penalties or assessments be assessed for non-compliance by WCN, WCN shall be responsible for payment of such fines, penalties or assessments.

4. OPERATION OF THE FACILITY.

4.01 **Control Over Operations:** WCN shall have control and direction over all aspects of the operation of the Northeast Mississippi Regional Landfill as provided in the Landfill Agreement.

4.02 **Inspection of Waste:** WCN shall comply in all material respects with the requirements of state, federal and local law regarding inspection of the contents of vehicles which are delivering wastes to the Northeast Mississippi Regional Landfill to ensure that Excluded Waste is not being delivered.

4.03 **Delivery of Excluded Waste:** The County agrees that it will not knowingly deliver or knowingly cause to be delivered any Excluded Waste to the Northeast Mississippi Regional Landfill. WCN shall have the right to refuse or reject all Excluded Waste, and, if not detected prior to entering the Northeast Mississippi Regional Landfill, WCN shall have the right to remove the Excluded Waste and to assess charges against the generator of such waste.

4.04 **Title to Waste:** Title to any waste delivered to the Northeast Mississippi Regional Landfill shall pass to and be accepted by WCN when the vehicle transporting the waste is fully loaded at the Lawrence County Transfer Station located at 2126 Baler Drive, Lawrenceburg, Tennessee. Provided, however, that title to Excluded Waste delivered to the Northeast Mississippi Regional Landfill shall not pass to

WCN at any time, but shall remain with the generator of such Excluded Waste, unless WCN agrees in advance to accept title of such waste.

4.05 **Hours of Operation:** WCN shall operate the Northeast Mississippi Regional Landfill during reasonable business hours, but in all events shall operate the Northeast Mississippi Regional Landfill at such times so as to enable the transfer of Lawrence County Solid Waste to the Northeast Mississippi Regional Landfill pursuant to the terms of this agreement. The Northeast Mississippi Regional Landfill will be closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. To the extent allowed by law, WCN shall exercise reasonable efforts to keep the Northeast Mississippi Regional Landfill open for extended hours to accept waste in order to accommodate emergency conditions or to accommodate special County requests made by reasonable advance notice to WCN.

4.06 **Weighing of Vehicles:** WCN shall have the right, duty and obligation to weigh all vehicles containing waste to be delivered to the Northeast Mississippi Regional Landfill pursuant to this Agreement, however, all billing pursuant to Section 6 hereof shall be based on the weights recorded prior to departure from the Lawrence County Transfer Station. Should a significant discrepancy be found, WCN will promptly bring it to the attention of the County, who will use its best effort to make remedy of the discrepancy within 48 hours of notice, including the correcting of weights should it be determined the Transfer station scales were in error. The scales at the Lawrence County Transfer Station shall be calibrated semi-annually and WCN and the County shall equally share the cost thereof.

5. COVENANTS.

5.01 **Covenant for Delivery of Solid Waste and Special Waste:** The County covenants and agrees that it will deliver or cause to be delivered to the Solid Waste Transfer Station for disposal Solid Waste, excluding recyclables, entering into or otherwise collected within the geographic boundaries of the County and municipalities therein to the extent the County has lawful control of such Solid Waste. Provided however, this Covenant shall not apply to Construction and Demolition waste which is disposed of in a Class III/IV Landfill located in Lawrence County. To the extent necessary to fulfill this covenant, the County will adopt all necessary waste plans or regulations to obligate, to the extent allowed by law, all such Solid Waste to be delivered to the Facility.

5.02 **Landfill Covenant:** WCN covenants and agrees that, in the operation of the Northeast Mississippi Regional Landfill, WCN will comply, in all material respects, with any and all federal, state and local laws applicable to WCN concerning the operation of the Northeast Mississippi Regional Landfill, subject to WCN's right to contest in good faith the interpretation, application and enforcement of any such laws.

5.03 **Recyclables:** The County currently provides its own recycling services and recyclables shall not be a part of this Agreement.

6. **DISPOSAL FEES.**

- 6.01 **Disposal Fees for Disposal of Solid Waste:** The fee for the disposal of Solid Waste generated within the geographic boundaries of the County and transported and disposed in the Northeast Mississippi Regional Landfill, including WCN's operation of the Lawrence County Transfer Station, pursuant to this Agreement shall be at a rate of Thirty Three Dollars and Eighty-Eight Cents (\$33.88) per ton.
- 6.02 **Disposal Fees for Disposal of Special Waste:** WCN agrees that it will accept Special Waste from the County, with the exception of such Special Waste which would pose an unreasonable risk or danger to the operation or safety of the Northeast Mississippi Regional Landfill or the environment due to the chemical or physical characteristics; such Special Waste will be tested by the generator thereof and the results of said tests made available to WCN and the County. Disposal fees for such Special Waste shall be negotiated with the generator of such Special Waste. Costs assessed for disposal of such Special Waste shall be the obligation of the generator of such Special Waste and the County assumes no responsibility for payment of such disposal costs.
- 6.03 **Local, State, Federal Surcharges:** Any applicable Local, State or Federal surcharge, excluding surcharges as of the date of this Agreement which are enumerated in TCA §68-211-835(d), relative to Waste as to which the County pays Disposal Fees pursuant to this Agreement or any other fees pursuant to any Addendum hereto, will be the direct responsibility of WCN. Any increases in surcharges enumerated in TCA §68-211-835(d) after the date hereof will be the responsibility of the County.
- 6.04 **Fuel Surcharge:** A fuel surcharge adjustment up or down during the term of this Agreement pursuant to the agreed upon Fuel Surcharge Matrix attached as EXHIBIT "C" hereto shall be performed monthly, based on the cost according to the U.S. Energy Administration's Weekly Retail On-Highway Diesel Prices Gulf Coast Index price on the last Monday of the billed month. This surcharge applies to transportation charges only which for purposes of this calculation are \$15.25 per ton. EXAMPLE: (I will send one to insert here.)

7. **PAYMENTS AND ADJUSTMENTS.**

- 7.01 **Payment:** WCN shall send an invoice for the monthly fee on or before the 10th day of each month for all disposal services rendered during the preceding calendar month and the County shall pay WCN the amount of the invoice on or before the 10th day following the end of such month in which the invoice was received. Such billing and payment shall be based on the rates and schedules set forth herein.
- 7.02 **Fee Adjustment:** The Disposal Fee specified in Section 6 shall be adjusted for the second year of the contract effective July 1, 2012 through June 30, 2013 and on the like date of each subsequent year during the term of this Agreement. The

Disposal Fee specified in Section 6 shall be adjusted upward or downward consistent with the fluctuations in the Department of Labor, Bureau of Labor Statistics, Consumer Price Index (1982/84 = 100), All Urban Consumers, All Items, United States City Average or the one-year period ending February 28 31 of the immediately preceding calendar year and shall become effective July 1 2012 and July 1 of each year thereafter. WCN will notify Lawrence County of the Consumer Price Index All-Urban Consumers Index by May 15 of each year. Provided, however, the Fee Adjustment for the CPI-U is not to exceed 2.5% for any one year.

8. **SOLID WASTE TRANSFER STATION OPERATION AND WASTE DISPOSAL.**

- 8.01 WCN shall furnish all labor, tools, equipment, materials, utilities, supplies and services reasonably necessary to operate the Lawrence County Transfer Station.
- 8.02 WCN shall have a license and the right and the duty to operate, use and maintain the Transfer Station as set forth in this Section 8.02 and in Section 8.06 hereof. WCN shall also have the right to alter the Transfer Station at WCN's expense, and upon approval by the County, which approval will not be unreasonably withheld. WCN will maintain and be responsible for any repairs that are the result of normal wear and tear of the facility, based upon the condition of the facility as of March 5, 2011, or the condition subsequent to any act of refurbishing by the County. WCN shall, in the absence of an event of Force Majeure, operate the Lawrence County Transfer Station in accordance with the terms of this Agreement and according to generally accepted standards for the operation of Solid Waste Transfer Stations and according to the rules and regulations adopted by Lawrence County for operation of the Solid Waste Transfer Station. WCN shall accept at the Transfer Station pursuant to this Agreement all Solid Waste and Special Waste generated within the geographical boundaries of Lawrence County, Tennessee. WCN shall have the right to reject such Excluded Waste and to require the party delivering such Excluded Waste to remove and be responsible for all costs of removal of such Excluded Waste.
- 8.03 Lawrence County shall dispose of Solid Waste, excluding recyclables, produced within the County over which it has lawful control in the Northeast Mississippi Regional Landfill for the Term of this Agreement, which disposal shall be accomplished by means of transportation of said Solid Waste from the Transfer Station. Provided however, this Agreement shall not apply to Construction and Demolition waste which is disposed of in a Class III/IV Landfill located within Lawrence County.
- 8.04 **Procedure:** The Transfer Station shall be operated to ensure that one container/trailer is being filled, and a minimum of one spare empty container/trailer is available at the transfer station at all times. Operations shall be conducted so that trucks can get in and out of the transfer station in a timely manner. Lawrence County will reasonably determine what constitutes a timely manner.

- 8.05 **Change in Disposal Site:** Should the disposal site change within the contract period, WCN shall provide for transfer and disposal to an alternate permitted facility at no additional cost to Lawrence County. Any such disposal site must be of equal distance to Lawrence County as the site then used by Lawrence County.
- 8.06 **WCN Responsibilities:**
- (1) It shall be WCN's responsibility to have equipment of a suitable type and in proper condition to operate and maintain uninterrupted service. WCN shall maintain all fixed equipment and vehicles in a clean and safe working condition. WCN shall be responsible for all repairs that do not come under regular wear and tear usage of transfer station and equipment.
 - (2) WCN shall meet all applicable rules, regulations, permitting, registration and licensing requirements, whether state or federal, and determine the applicability of any rule, regulation or other requirement.
 - (3) It shall be WCN's responsibility to follow all reasonable instructions provided by Lawrence County.
 - (4) The following shall be County holidays for purposes of this agreement: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day.
 - (5) Sufficient personnel for the facility to be kept in a clean, well ordered state during operation.
 - (6) The Transfer Station will operate, at a minimum, during the hours of Monday through Friday, 7 AM - 4 PM, Saturday 7AM - 12 Noon and will be closed on New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, Christmas and New Year's Day.
 - (7) Waste will not be left on the transfer floor overnight.
 - (8) The transfer floor must be cleaned daily.
 - (9) Waste will be transported from the transfer station to the Facility within eighteen (18) hours of loading except for trailers that are loaded too late in the day to be transported to the Facility. In such cases, waste shall be transported to the Facility on the next business day.
 - (10) All haul trailers, trucks or conveyances shall be provided by the Contractor and be covered, roadworthy and meet all DOT requirements.
 - (11) The Contractor is responsible for providing all equipment for operations and all maintenance of the transfer station.

- (12) Any normal wear and tear or damage to the facility must be repaired by the Contractor at no cost to the County. Examples of work include maintaining and repairing the concrete push walls and flooring as necessary, repairing any damage to the metal frame or shell. The office shall be maintained in a clean and healthy condition.
- (13) The Contractor shall document all maintenance activities and have records available for inspection by the County as requested.

9. **TRANSPORTATION AND ACCEPTANCE OF WASTE; VEHICLE AND VEHICLE MAINTENANCE.**

- 9.01 WCN shall, absent an event of Force Majeure, transport or cause to be transported the Waste from the Lawrence County Transfer Station to the Northeast Mississippi Regional Landfill. WCN shall not transport partial loads of Solid Waste to the Northeast Mississippi Regional Landfill, unless instructed by the County to do otherwise. Partial loads shall remain on the premises of the Lawrence County Transfer Station until the transfer trailer is fully loaded, unless the County instructs otherwise. No fully loaded trailer will remain at the Lawrence County Transfer Station for more than three (3) business days.
- 9.02 At the close of each business day, WCN shall load or cause to be loaded, all Waste and non-hazardous, non-special municipal solid waste located inside the Lawrence County Transfer Station, into the transfer trailers.
- 9.03 WCN shall provide a sufficient number of vehicles to transport Waste from the Lawrence County Transfer Station to the Northeast Mississippi Regional Landfill. WCN accepts all risk of depreciation, loss, or damage to the vehicle(s) used to transport Waste to the Northeast Mississippi Regional Landfill, and agrees to pay all operating costs, license plates, permits, taxes, and other costs associated with ownership of the vehicle(s). WCN also agrees to comply with all applicable federal, state and local safety regulations. Except to the extent caused by or arising out of the negligent or willful act or omission of the County or any of its officers, agents, servants, employees of WCN or to the extent resulting from a breach by the County of its obligations under this Agreement, WCN will indemnify, defend (as to third party claims), protect and hold the County harmless from and against all liabilities, claims, damages, actions, suits, proceedings, losses, costs and expenses arising out of WCN's provision of the Waste transportation services provided hereunder.
- 9.04 WCN shall maintain the vehicles in good operating condition, including, but not limited to, routine maintenance to brakes, tires, hydraulic hoses, and regular servicing.
- 9.05 In the performance of the Waste transportation services as provided herein, WCN shall perform as an independent contractor pursuant to the provisions of Section 18 hereof

10. **TRANSFER STATION PROVISIONS.**

- 10.01 **Consideration:** WCN shall pay, to the County, a fee of One Dollar (\$1.00) per year for a non-exclusive license to use the Lawrence County Transfer Station and the surrounding property, for the Term of this Agreement or earlier termination of the provisions of Sections 8, 9 and 10 pursuant to Section 10.12.
- 10.02 **Compliance with Laws:** WCN shall not permit the Lawrence County Transfer Station to be used in any unlawful manner, and will comply in all material respects with any and all federal, state and local laws concerning the operation of the Lawrence County Transfer Station and the operation of solid waste transportation vehicles, subject to WCN's right to contest in good faith the interpretation, application and enforcement of any such laws.
- 10.03 **Taxes:** WCN shall pay annually any personal property taxes for its personal property at the Lawrence County Transfer Station or otherwise used in fulfilling its obligations under this Agreement. WCN shall not be responsible for any real property taxes assessed on the Lawrence County Transfer Station.
- 10.04 **Permits:** The County shall obtain and maintain any and all permits necessary for the operation of the Lawrence County Transfer Station. WCN shall obtain and maintain any and all permits for the operation of solid waste transportation vehicles necessary to fulfill its obligations under this Agreement. In the event any modifications to the Lawrence County Transfer Station must be made to bring the Lawrence County Transfer Station into compliance with current and future laws, the cost of such modifications shall be paid by the County.
- 10.05 **Assignments: Subcontracting:** WCN may assign or subcontract the right to operate the Lawrence County Transfer Station and/or to provide solid waste transportation services upon prior approval of the County, which approval shall not be unreasonably withheld.
- 10.06 **Maintenance:** WCN shall be responsible for normal maintenance of areas inside the Lawrence County Transfer Station building, the unloading/loading area and trailer storage area, and the grounds, including litter pickup.
- 10.07 **Hours of Operation:** Except in the event of a Force Majeure, WCN shall cause the Lawrence County Transfer Station to be open from 7:00 am to 4:00 pm Monday through Friday and 7:00 am to 12:00 noon on Saturday. The Lawrence County Transfer Station may close on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 10.08 **Insurance:** Throughout the Term of this Agreement, WCN shall maintain, at its expense, comprehensive general public liability insurance, which shall include coverage for employer's liability, Worker's Compensation, general public liability, personal liability, bodily injury (including death) and property damage.

all on a claims made basis, with respect to the business carried on at the Lawrence County Transfer Station and the transportation of Waste provided by WCN to and from the Lawrence County Transfer Station in such amounts and against such hazards and contingencies as set forth below. WCN will provide a copy of a Certificate of Insurance evidencing such insurance within thirty (30) days following the date on which WCN begins operation of the Lawrence County Transfer Station. The Certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, WCN shall carry the following types of insurance:

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Comprehensive & General Liability	\$1,000,000 per occurrence/ \$1,000,000 aggregate
Comprehensive Auto Liability Bodily Injury	\$1,000,000 each occurrence/ \$1,000,000 aggregate
Comprehensive Auto Liability Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
Excess Umbrella Liability	\$5,000,000 each occurrence

10.09 County's Insurance Obligation. Throughout the Term of this Agreement, the County shall maintain, at its expense, property insurance which fully insures and protects against loss resulting from damage to the Lawrence County Transfer Station building caused by fire or other casualty. All such insurance policies shall be issued by an insurance company authorized to do business in the State of Tennessee.

10.10 Performance and Labor and Materials Bond:

- (1) WCN will be required to furnish, prior to execution of the Contract, the following corporate surety bonds: (1) a Performance Bond. Said surety bond must be in the amount of \$1,000,000 or the previous year's total disposal fee whichever is greater. This shall be a 3-year bond renewable annually. The Performance Bond must be renewed 30 days prior to the anniversary of the Contract.
- (2) The premiums for the bond described above shall be paid by WCN. A certificate from the surety showing that the bond premiums are paid in full shall accompany

the bond.

- (3) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Tennessee.
- (4) The rights provided to Lawrence County under the Performance Bond are in addition to all other rights of Lawrence County authorized by law. No actions, proceeding, or exercise of a right with respect to such Performance Bond shall affect any other rights Lawrence County may have.
- (5) The bond shall be accompanied by a power of attorney evidencing that the Person executing the bond is duly authorized to do so on behalf of the surety. The power of attorney must show the date of appointment and the powers so conferred and shall be accompanied by certification that the appointment and powers have not been revoked and remain in effect.

10.11 **Damage and Destruction of the Solid Waste Transfer Station:** In the event the Lawrence County Transfer Station, or a portion thereof, is damaged by fire or other casualty so that, in either party's reasonable discretion, the Lawrence County Transfer Station cannot be used, the parties agree to use their best efforts to locate an alternate facility to be made available to and become operational by WCN as soon as reasonably possible and to negotiate in good faith such amendments to this Agreement which may be necessary under the circumstances. If the Lawrence County Transfer Station can be repaired, such repairs shall be made to restore the Lawrence County Transfer Station to substantially its same condition prior to the casualty, unless the parties agree otherwise. Any repair cost due to such fire or other casualty, shall be the responsibility of the County. It is the intention of the parties that in the event of a casualty they will cooperate negotiate and work together in good faith to provide, as much as possible uninterrupted solid waste transfer station service, making such amendments to this Agreement necessary under the circumstances, so that this Agreement may continue as contemplated by the parties.

10.12 **Termination:** In addition to the termination provisions set forth in Section 12 with respect to the rights, duties and obligations set forth in Sections 8, 9 and 10 hereof, either party may, but is not obligated to, terminate under such Section upon revocation, or expiration and non-renewal, of any permits held by the County or WCN, respectively, as required by Section 10.04 herein. WCN or the County, respectively, may elect to terminate under such Sections by giving written notice to the other party, and such termination shall become effective ninety (90) days after receipt of the notice unless the underlying cause has been cured within such ninety (90) day period; provided, however, that both parties hereto shall use their best efforts to maintain to force any permits necessary to accomplish the purposes of this Agreement.

10.13 **Reports and Record Keeping:** WCN agrees that it will maintain in all material respects accurate and complete records of all generators of waste and tonnage and type of wastes which pass through the Lawrence County Transfer Station as well

as other information necessary for the County to comply with all reporting requirements. Such detailed reports will be delivered to the County on an annual basis or at the request of the County.

11. (This section intentionally left blank)

12. **TERM/TERMINATION.**

12.01 **Term:** Unless terminated as provided in Section 13 herein, the Term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years thereafter. The term of this agreement shall extend for a minimum of one consecutive year term until either party elects to terminate the agreement by written notice to the other party at least sixty (60) days prior to the end of the current term.

12.02 **Termination by WCN:** WCN may (but is not obligated to) terminate this Agreement upon (i) a breach by the County by the failure to pay Disposal Fees to WCN pursuant to Section 6 and 7; (ii) an event of Force Majeure, as defined in Section 1.14 herein, which continues unabated for a period of thirty (30) days and which, in WCN's reasonable discretion, renders the construction, operation or maintenance of the Facility infeasible for any reason; (iii) any breach or default of this Agreement by the County, pursuant to Section 13 hereof; or (iv) following the delivery of Excluded Waste to the Northeast Mississippi Regional Landfill which the County knowingly delivered or caused to be delivered, after which WCN has provided written notice advising that any further delivery of Excluded Waste may result in termination of this Agreement, the occurrence of another delivery of Excluded Waste which the County knowingly delivers or causes to be delivered to the Northeast Mississippi Regional Landfill. Termination shall be initiated by WCN notifying the County by written notice, and the termination shall become effective ninety (90) days after receipt of the notice unless the underlying cause has been cured by the County as set forth in Section 13.03. The failure to timely pay any Disposal Fee may be cured by the County by making full payment within the thirty (30) day period after receipt of notice.

12.03 **Termination by the County:** The County may (but is not obligated to) terminate this Agreement upon (i) any breach or default of this Agreement by the WCN pursuant to Section 13 hereof; (ii) an event of Force Majeure, as defined in Section 1.14 herein, which continues unabated for a period of thirty (30) days and which, in County's reasonable discretion, renders the construction, operation or maintenance of the Facility infeasible for any reason; or (iii) the termination of the Landfill Agreement as said Landfill Agreement, as specified in Section 1.14, may have been subsequently modified, amended, reaffirmed, superseded, or assigned to WCN. Termination shall be initiated by County notifying WCN by written notice, and the termination shall become effective ninety (90) days after receipt of the notice unless the underlying cause has been cured by the WCN as set forth in Section 13.

12.04 **Termination of Specific Provisions:** The parties recognize that it may be mutually beneficial under certain circumstances to terminate certain provisions of this Agreement without terminating the entire Agreement and they may do so upon written agreement.

13. **BREACH; DEFAULT; REMEDIES.**

13.01 **Breach:** A breach of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement.

13.02 **Events of Default:**

(1) An event of default shall include, but not limited to, the following:

- (i) WCN or the County: (a) voluntarily commencing any proceeding or filing any petition seeking relief under the United States Bankruptcy Code or any federal, state or foreign bankruptcy insolvency or similar law, (b) consenting to the institution of, or failing to controvert in a timely and appropriate manner, any such proceeding or filing of any such petition, (c) applying for or consenting to the appointment of a receiver, trustee, custodian or similar official for a substantial part of its property, (d) filing an answer admitting the material allegations of a petition filed against it in any such proceeding, or (e) making a general assignment for the benefit of creditors;
- (ii) The commencement of an involuntary proceeding or the filing of an involuntary petition in a court of competent jurisdiction seeking (a) relief in respect of WCN or the County, or of a substantial part of WCN's or the County's property, under the United States Bankruptcy Code or any other federal, state or foreign bankruptcy insolvency or similar law, which petition shall remain undischarged for 120 days; or (b) the appointment of a receiver, trustee, custodian or similar official for WCN or the County or for a substantial part of WCN's or the County's property and such petition shall continue undischarged for 120 days; or (c) an order or decree approving or ordering any of the foregoing shall continue in effect for 60 days; or
- (iii) A breach of this Agreement by WCN or the County (including in the case of the County the events listed in Section 12.02 and in the case of WCN the failure by WCN to follow the requirements set forth in Sections 8), which breach is not cured as provided herein.

13.03 **Obligation to Cure Breaches:** Each party shall in the case of any breach of its obligations under this Agreement either (i) cure the breach within thirty (30) days of receipt of written notice of termination under Section 12 from the non-breaching party, or (ii) continuously demonstrate within such cure period that it

actively and continuously pursuing a course of action which can reasonably be expected to lead to a cure of the breach (the 30 day period will be extended for so long as the breaching party is actively and continuously pursuing such a course) provided, however, that:

- (1) except as provided in Section 12.02, in the event of the failure of any party to this Agreement to pay the other party or parties any sum or dollar amount required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-breaching party, together with interest accruing at the legal rate from the date that the payment was due;
- (2) in the event that WCN materially fails to limit the disposal of waste to that which is allowed to be disposed under this Agreement, or unreasonably rejects the County's Waste from disposal at the Northeast Mississippi Regional Landfill, then cure shall consist of immediate action by WCN to remedy these practices within thirty (30) days or such additional time as may be reasonably necessary to cure, provided that WCN is actively and continuously pursuing a course of action which will reasonably lead to cure of the breach; and
- (3) in the event WCN fails to operate the Transfer Station in a timely manner as required by Section 8.04, the County, after giving the notice specified in Section 13.04, may impose a penalty of \$200.00 per day for such failure, and if payment is not made within five (5) days the County may make demand for payment under the Performance Bond as set forth in Section 10.10.

13.04 Remedies for Default:

- (1) In the event of a default under this Agreement, the non-defaulting party shall, upon five (5) days prior written notice to the defaulting party, have the right, but not the obligation or duty, to cure such default, including the right to offset the costs of curing the default against any sum due or which becomes due to the defaulting party under this Agreement. In any event such costs shall be considered liquidated costs. The non-defaulting party shall use its best efforts to employ an economically reasonable method of curing any such default.
- (2) If an event a default occurs and is not cured in the manner allowed hereunder, then the non-defaulting party shall have the right to (i) take whatever action at law or in equity that it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the breaching party under this Agreement; and (ii) terminate this Agreement.
- (3) Notwithstanding any other provisions in this Section and in recognition of the gravity and scope of the subject matter of this Agreement, the part

agree that, notwithstanding the provisions for breach, cure and default hereunder, no party to this Agreement may elect to terminate this Agreement upon a default by the other party until the party seeking termination has first sent sixty (60) days prior written notice of termination to the defaulting party, provided, however, that only thirty (30) days notice of termination is required if a default is based on a failure to pay fees when due under this Agreement. Such notice of termination shall be subsequent to an earlier notice of breach and failure to cure (or take steps to cure) the subject breach. In the event a default is cured within sixty (60) days of such notice of termination, the notice of termination shall then be of no effect and this Agreement shall remain in full force and effect.

- (4) Subject to the terms and conditions of this Section 13.04, all rights and remedies under this Section are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of any other available remedies, including any remedies not specified herein.
- (5) The provisions of Sections 12.02 and 12.03 herein shall supersede any conflicting provisions of Section 13.04 herein.

14. INDEMNIFICATION.

14.01 **Indemnity by WCN:** WCN will indemnify, defend (as to third party claims only), protect and hold the County harmless from and against all liabilities, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, penalties, losses, costs and expenses whatsoever (including court costs, reasonable attorney's fees and expenses and expenses of investigation) whether equitable or legal, matured or contingent, known or unknown, foreseen or unforeseen, ordinary or extraordinary, patent or latent, incurred by the County as a result of or incident to (a) any breach by WCN of its obligations hereunder, and (b) any negligent or willful act or omission of WCN, its employees or agents, in the performance of services hereunder; provided, however, that WCN shall not be obligated to indemnify the County to the extent any of the foregoing results from any negligent or willful act or omission of the County or any of its officers, agents, servants, or employees, or to the extent resulting from any breach by the County of its obligations hereunder.

14.02 **Indemnity by the County:** The County will indemnify, defend (as to third party claims only), protect and hold WCN, its officers, shareholders, directors, divisions, affiliates, subsidiaries, parent, agents, employees, successors and assigns harmless from and against all liabilities, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, penalties, losses, costs and expenses whatsoever (including court costs, reasonable attorney's fees and expenses and expenses of investigation) whether equitable or legal, matured or contingent, known or unknown, foreseen or unforeseen, ordinary or extraordinary, patent or latent, incurred by WCN as a result of or incident to (a) any breach by the County of its obligations hereunder, or (b) any negligent or willful act

omission of the County or any of its officers, agents, servants, or employees; provided, however, that the County shall not be obligated to indemnify WCN to the extent any of the foregoing results from any negligent or willful act or omission of WCN or any of its officers, agents, servants, or employees, or to the extent resulting from any breach by WCN of its obligations hereunder.

15. NOTICES.

All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery or by registered or certified United States mail, return receipt requested, properly addressed to the respective addresses set forth below. Copies by overnight courier service and by fax, properly addressed to the respective addresses and fax number set forth below, may also be sent, but shall not take the place of personal delivery or by registered or certified United States mail, return receipt requested.

To the County:

Attention: Lawrence County Executive
County Administrative Center
200 W. Gaines Street
Lawrenceburg, Tennessee 38464.
Fax: (931) 766-2219

To WCN:

Attention: Mr. Marty Dunkin
Division Vice-President
Mid-South Division
Waste Connections Inc.
P.O. Box 96
Walnut, MS 38683
Fax: (662) 223-4595

Change of address by either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered, or if such notice or other communication is sent by registered or certified United States mail, as above provided, upon the third regular business day following the day on which such notice or other communications deposited with a United States post office or branch post office or upon actual delivery as shown by the return receipt, whichever first occurs.

16. ASSIGNMENT.

Neither party shall assign, transfer or delegate, or permit the assignment, transfer or delegation of, this Agreement or any right or duty hereunder, without the prior

written consent of the other party, which consent shall not be unreasonably withheld, other than assignment or transfer by operation of law or merger, or assignment or transfer to an affiliate of the assigning entity.

17. **FORCE MAJEURE.**

In the event WCN or the County is rendered unable, wholly or in part, by an event of Force Majeure, as that term is defined in Section 1.14 herein, to carry out any of its obligations under this Agreement, then, subject to the right to terminate as provided in Sections 12.02 and 12.03, and, in addition to the other rights and remedies provided in this Agreement, the obligations of WCN or the County may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that WCN or the County intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section 17, WCN or the County shall notify the other party to this Agreement as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased. If an event of Force Majeure adversely increases WCN's cost of construction, operation, or maintenance of the Northeast Mississippi Regional Landfill, WCN may, in addition to its other remedies, increase the Disposal Fees specified in Section 6 hereof to the extent reasonably necessary to offset the increase in such cost of construction, operation or maintenance.

18. **INDEPENDENT CONTRACTOR; NO AGENCY.**

WCN will act hereunder as an independent contractor and not as an agent of the County. Similarly, the County is neither an agent of WCN nor empowered or authorized to obligate WCN in any way.

19. **SEVERABILITY.**

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause or provision that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, legal and enforceable. Notwithstanding the above, if the Term of this Agreement as set forth in Section 12.01 herein is held to be invalid, illegal or unenforceable in any respect, then the Term of this Agreement shall automatically be the maximum valid and legal term allowed by applicable common or statutory law.

20. **GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

21. **BINDING EFFECT.**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

22. **CONSTRUCTION.**

Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms, corporations, or other entities. The terms "herein", "hereunder", "hereto", "hereof" and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the date of this Agreement. This Agreement is the result of joint negotiations and authorship and no part of this Agreement shall be construed as the product of any one of the parties hereto.

23. **ENTIRE AGREEMENT; ADDENDA.**

This Agreement constitutes the entire understanding between the County and WCN, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendment, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto. Provided, however, that the parties hereto may execute an Addendum or Addenda to this Agreement, which Addendum or Addenda may specifically include, but is not limited to, agreements between the County and WCN for waste supply, waste services, construction, operation and maintenance of waste transfer, processing, disposal or transportation facilities for and within the geographical area of the County as a whole or with respect to any particular area and/or political subdivision within the area covered by the County (for example, on behalf of and with respect to any particular municipality within the County). Unless in direct conflict with the provisions of any such Addendum or Addenda, the provisions of this Agreement shall remain in full force and effect and shall apply with equal force and effect to any such Addendum as if the provisions of such Addendum had been directly set forth in this Agreement.

24. **COUNTERPARTS.**

This Agreement may be executed in two counterparts, each of which will be considered an original.

25. **NO THIRD PARTY BENEFICIARIES.**

Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

26. **CONTINUATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each of the representations, warranties and covenants contained in this Agreement shall survive the execution and delivery of this Agreement and the performance by each party hereto of the obligations contemplated by this Agreement irrespective of any investigations or inquiries made by any party or any knowledge that any party may now possess or that may hereafter come to any party's attention.

27. **NO WAIVERS.**

Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power, privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed a waiver of the right, remedy, power or privilege with respect to any other occurrences. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.

28. **TITLES NOT TO AFFECT INTERPRETATION.**

The titles of sections and subsections contained in this Agreement are for convenience only, and they neither form a part of this Agreement nor are to be used in the construction or interpretation hereof.

[THE NEXT PAGE IS THE SIGNATURE PAGE.]

IN WITNESS WHEREOF, the County and WCN have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

ATTEST:

LAWRENCE COUNTY, TENNESSEE

BY: _____

BY: _____

ITS: _____
(County Seal)

TITLE: _____

DATE: _____

WASTE CONNECTIONS OF MISSISSIPPI INC.

BY: _____

TITLE: _____

DATE: _____

REQUEST FOR PROPOSALS (RFP)

SOLID WASTE SERVICES LOADING, TRANSPORTATION AND DISPOSAL OF WASTE

LAWRENCE COUNTY SOLID WASTE

DECEMBER 13, 2010

Proposals are due by 2:00 p.m. on January 4, 2011
Office of County Executive, J. Mack Chandler
200 West Gaines Street, Suite 201
Lawrenceburg, TN 38464
931-766-4100 Phone
931-766-2219 Fax

Proposals received after the deadline will be rejected

GENERAL DESCRIPTION AND BACKGROUND

Lawrence County Solid Waste Services is soliciting proposals for the loading, transportation and disposal of the county's solid waste for a period of (5) years beginning March 1, 2011. Proposals must be received no later than 2:00 p.m., January 4, 2011. Proposals submitted after that date and time will not be considered. The County reserves the right to reject any or all proposals and to award a contract based upon the best value for the County. **This is a request for proposal, not a competitive proposal process.** Proposals shall be sealed, clearly marked, and delivered to:

Office of County Executive, J. Mack Chandler
 200 West Gaines Street, Suite 201
 Lawrenceburg, TN 38464
 931-766-4100 Phone
 931-766-2219 Fax

I. QUALIFICATIONS

To be deemed qualified, the Contractor must demonstrate requisite experience, skills, and resources necessary to successfully perform the services requested in the Request for Proposals. Experience in providing solid waste services must be demonstrated. The Contractor must have the management, technical and financial qualifications to perform the requested services and have had previous experience in transportation and disposal of solid waste and transfer station management.

II. SCOPE OF WORK

The contractor shall provide, in a good workmanlike manner, the services called for and described herein:

1. Loading, Transportation and Disposal of Solid Waste:

The Contractor will be responsible for loading and transfer of solid waste from the Lawrence County Solid Waste transfer station to a qualified disposal site. The Contractor will provide for disposal of solid waste at a disposal site qualified by State and Federal Regulations. All loaded trailers shall be weighed at the scales when leaving the transfer station. The trailer weight shall be compared to the scale weight at the disposal facility with billing based on the lighter of the two readings.

2. Transfer Station Operations:

Contractor shall be responsible for the management and operation of the transfer station in compliance with all federal, state, and local ordinances, laws, regulations, and statutes and in accordance with the following requirements:

- a) Sufficient personnel for the facility to be kept in a clean, well ordered state during operation.
 - b) The facility will operate, at a minimum, during the hours of Monday through Friday, 7 AM – 4 PM, Saturday 7AM – 12 Noon and will be closed on New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, Christmas and New Year's Day.
 - c) Waste will not be left on the transfer floor overnight.
 - e) The transfer floor must be cleaned daily.
 - f) Waste will be transported from the transfer station to the landfill within eighteen (18) hours of loading except for trailers that are loaded too late in the day to be transported to the landfill. In such cases, waste shall be transported to the landfill on the next business day.
 - g) All haul trailers, trucks or conveyances shall be provided by the Contractor and be covered, roadworthy and meet all DOT requirements.
 - h) The Contractor is responsible for providing all equipment for operations and all maintenance of the transfer station.
 - i) Any normal wear and tear or damage to the facility must be repaired by the Contractor at no cost to the County. Examples of work include maintaining and repairing the concrete push walls and flooring as necessary, repairing any damage to the metal frame or shell. The office shall be maintained in a clean and healthy condition.
 - j) The Contractor shall document all maintenance activities and have records available for inspection by the County as requested.
- 3) Should unacceptable waste be brought to the transfer station, the Contractor shall be responsible for removing and properly disposing of it. Costs associated with the removal, cleanup and disposal of the material will be borne by the Contractor at no additional cost to the County. The Contractor can seek recover of costs from the hauler or the generator of the material.
- 4) The Contractor must be qualified to perform the services required. If Subcontractors are employed, they must be identified in the proposal and the Contractor shall provide the following information:
- a) Identification of the hauler and information on the hauler's experience

8. Overall benefit to the County.

The order of evaluation criteria does not imply an order of importance.

VIII. DISQUALIFICATIONS OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its proposal:

- a. Evidence of collusion among Proposed Contractors;
- b. Lack of competency as revealed by financial statements or experience or equipment statements as submitted or other factors;
- c. Lack of responsibility as shown by past performance in previous contracts of a similar size or scope; and/or
- d. Default on a previous contract for failure to perform.

IX. SELECTION PROCESS

The County shall select the Contractors on the basis of the aforementioned factors and may request interviews to discuss in detail the services to be provided. The interview and the information obtained at that time will become binding as the information in the proposal and shall also be used to make the final determination of Contractor.

The County reserves the right, at its sole discretion, to select as the preferred Contractor(s) for negotiations, the individual or entity who in the County's judgment, is deemed to be fully qualified and best suited among those submitting proposals, taking into account all considerations deemed relevant. The County reserves the right to reject any or all proposals, to waive informalities, and to reissue any Request for Proposals and/or cancel the procurement at its discretion. The County will not have any liability or other obligation whatsoever for any costs or expenses incurred by any Contractor in the analysis and preparation of a Proposal or for any interviews, meetings, contract negotiations, site visits, or other deliberations concerning the same. Final selection will be made by the Lawrence County Solid Waste Committee. The Committee will submit the selected proposal to the Lawrence County Legislative Body for approval and issuance of the contract.

X. GENERAL CONDITIONS

All submitted proposals shall be valid for 180 days from the date of the proposal opening date and shall contain a statement to this effect. Questions regarding the RFP should be directed in writing to: J. Mack Chandler, County Executive, County of Lawrence, 200 East Gaines Street, Lawrenceburg, Tennessee 38464. Responses to questions will be communicated back in written form and shared with all interested Contractors. No questions will be answered within two (2) days of receipt of proposals. Should it become necessary to clarify ambiguities or revise any part of the RFP document or otherwise provide additional information, an addendum will be issued

and furnished to eligible Contractors. Contractors shall examine all information and specific requirements contained in this document. Failure to do so shall be at the Contractor's risk. Upon acceptance of a proposal, the County shall prepare and negotiate a contract with the successful Contractor. Fees as proposed shall be binding for 180 days. In the event the Contractor fails, neglects or refuses to execute said contract within fourteen (14) days after the receipt of said contract, the County may at its own option terminate and cancel its actions and obligations, and upon such termination, said agreement shall become null and void and of no effect. The County may subsequently consider other viable proposals or solicit new proposals. All proposals, contract responses, inquiries or correspondence relating to or in reference to this document shall become the property of Lawrence County Solid Waste when received. Selection or rejection of any proposal does not affect this right. The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to provide services and equipment and expertise to perform as requested. Contractors shall furnish the County all such information and data as may be requested. The County further reserves the right to reject any proposal if the evidence or investigation of such proposal fails to satisfy the County that the Contractor is properly qualified to carry out the obligations of the contract.

ADDENDUM TO RFP FOR SOLID WASTE SERVICES

LOADING, TRANSPORTATION & DISPOSAL

1. The County will repair the transfer station floor, drain, lip and push wall as soon as possible. This may not be finished by the start date of the contract. The Contractor is expected to leave the transfer station in the same condition as it will be after the repairs have been made, subject to normal wear and tear.
2. The County will pay for its own scales to be calibrated. The County will calibrate its scales twice annually.
3. The Contract will state that the contract may be adjusted upward or downward consistent with the fluctuations in the Consumer Price Index (CPI) or GNP-PI with a cap of 2.5%.
4. Page 5 of the RFP 2. Strike the last sentence "Fuel surcharges are not to be added additionally to charges. *Fuel charges may be proposed separately, as well as, a single rate proposal. If fuel charges are proposed separately, please state how they will be determined.*"
5. Page 6 of the RFP Bond. The said surety bond shall be in the amount of \$1,000,000 *per year*.
6. Page 11 of the RFP IX. SELECTION PROCESS. Final selection will be made by the Lawrence County Waste Committee *and the Purchasing Committee*.
7. The County will be responsible for the cleaning out of the new drain system to be installed.
8. The Contractor will be responsible for the cleaning of the property from the gate area to the transfer station (excluding the recycle area).
9. The Contractor is not entitled to the County's recyclables.
10. Questions should be directed in writing (mail, email, fax) to County Executive J. Mack Chandler, or Purchasing Agent Carla Burden. All questions must be received by January 13, 2011. Questions may not be answered. Any answers given will be disseminated to all interested parties.

TO: J. Mack Chandler
Lawrence County Executive
200 West Gaines St.
Lawrenceburg, TN 38464
Fax 931-766-2219
jmchandler@lawcotn.org

COPY: Carla Burden
Lawrence County Purchasing Agent
219 Centennial Blvd.
Lawrenceburg, TN 38464
Fax 931-766-1595
cburden@lawcotn.org

Lawrence County Government
Office of Accounts and Budgets
219 Centennial Blvd.
Lawrenceburg, TN 38464

Fee Proposal Form

Department: Lawrence County Solid Waste
Item(s): Loading, Transportation, and Disposal of Solid Waste
Proposal Due Date: 01/04/11

Contractor Name: WASTE CONNECTIONS OF MS, INC.

ADDITIONAL INFORMATION

FY 2008-09 Tonnage: 21,589

FY 2009-10 Tonnage: 20,894

FY 2010-11 Tonnage (July - October 2011): 6,804

CONTRACTOR'S PROPOSED FEE(S)

Per Ton Rate: \$33.88*

Fuel Surcharge (if applicable): *Example Fuel Surcharge Attached

Any additional charges that may apply: N/A

Other Information:

*Fuel Surcharge applicable. Example of proposed Fuel Surcharge Matrix Attached

**This proposal is made without the utilization of a subcontractor. Waste Connections reserves the right to use a subcontractor for loading and hauling should an acceptable agreement be reached with a qualified company. If Waste Connections chooses this option, it will do so prior to the execution of a contract with the county, and submit all required information to the county for its approval.

- Fuel Surcharge based on per ton rates checked

LAWRENCE COUNTY TN RESOLUTION NO: 2011092716

Resolution to approve agreement for waste supply, services and disposal, operation of a solid waste transfer station between Lawrence County and Waste Connections of Mississippi, Inc.

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn	X		X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.		X	X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092717

RESOLUTION REGARDING LAWRENCE COUNTY NOISE CONTROL PROCEDURES

WHEREAS, to further the health, safety and welfare of the citizens of Lawrence County, Tennessee, the requirements contained in Section 1 of this resolution shall be hereinafter referred to as the Lawrence County Noise Control Procedures.

Purpose

To prevent noise pollution in that excessive noise endangers physical and emotional health and well-being, interferes with the legitimate business and recreational activities, increases construction/maintenance costs, depresses property values, offends the senses, creates public nuisances, and in other respects reduces the quality of our environment.

1.1: Definitions

For the purpose of this resolution the following terms, phrases, words and their derivation shall have the meaning given herein

1. Enforcement Authority—The Sheriff of Lawrence County or his duly authorized deputies or persons designated by the County Executive/Mayor who are charged with the enforcement of this resolution.
2. Owner—Owner is deemed to mean and include a holder of any legal or equitable estate in the premises, whether alone or jointly with others and whether in possession or not, or occupants of property.
3. Major subdivision—Four (4) lots or more.
4. Noise Disturbance—any sound which may do the following: a) cause annoyance or disturbs humans or which has any adverse psychological or physiological effects on humans, b) endangers or injures the health or safety of humans or animals, c) causes annoyance or disturbance to a reasonable person of normal sensitivities, or d) endangers or injures personal or real property.

1.2 Violation Determined—Notice Given

When it is determined by the enforcing authority that any owner of record of real property or occupants of property has created loud and raucous noise which because of volume level or duration disturbs or endangers the comfort, health, peace or safety of neighboring residents, the enforcing authority shall provide notice to the owner of record to remedy the condition immediately. The notice shall be given by United States mail, addressed to the last known address of the owner or occupant of record. The notice shall state that the owner of the property is entitled to a hearing. The notice shall include but not be limited to the following elements:

- a. A copy of this resolution

b. The person, office, address and telephone number of the department giving the notice.

c. A place wherein the notified party may return a copy of the notice indicating the desire for an administrative hearing.

1.3 Failure to Comply

If a person fails or refuses to remedy the condition immediately after receiving written notice, the enforcing officer may cite property owner or occupant to court.

1.4 Major Subdivisions

In major subdivisions, it is unlawful to engage in noise producing activities. A non-exclusive listing of activities which could cause a violation includes:

a. The firing or discharge of firearms except by police officer or permitted variance by law.

b. Operation of radios, televisions, live band or other sound reproduction devices in continuance, excessive and unreasonable volume levels.

c. Operation of any motor vehicle, go carts, mini bikes, motor bike, all terrain vehicles, dirt bike or other combustion engine in an unreasonably loud, raucous, frequent, repetitive or continuous nuisance.

d. The keeping of animal, bird or fowl that causes frequent, loud and continued noise.

1.5 Limiting Noise Levels

The measure of sound or noise shall be made at the property line of the property on which such noise is generated at five (5) feet above ground with a sound level meter.

Octave band Center Frequency Cycles per Second	Maximum permissible sound pressure
Below 75	65
75-150	60
150-300	55
300-600	55
600-1200	45
1200-2400	45
2400-4800	40
Above 4800	40

Section 2: Exemptions

Sounds exempt from this resolution include:

- a. Emergency vehicles, safety signals, warning devices and church bells
- b. Emergency work for utilities and storm damage
- c. Lawn maintenance equipment or agricultural equipment.

Section 3: Violations and Penalties

Violation or failure to comply with this resolution is considered unlawful and subject to a monetary penalty of (\$50) dollars for the first offense and each subsequent offense. Each day such a violation is permitted to exist shall constitute a separate offense. Nothing in this section shall preclude the County from any and all other legal remedies available.

Section 4: Conflict With Other Resolutions

In case of conflict between this resolution or any part hereof, and the whole or part of any existing or future resolutions of the County, the most restrictive provision shall in all cases apply.

Section 5: Severability

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

Section 6: Jurisdiction

This resolution shall only apply to areas in Lawrence County outside of any incorporated municipalities.

This resolution shall take effect and be in force after its passage.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the Lawrence County Noise Control Procedures are adopted.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: KAREN WOODALL

LAWRENCE COUNTY TN RESOLUTION NO: 2011092717A1

Amend to add 10:30 pm to 7 am or 11pm to 7am

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.							
15	Woodall, Karen							
14	Woodall, Glenn							
12	Washburn, Sam							
4	Taylor, Ronnie Wayne	X						
17	Spearman, Bert							
5	Purcell, Sam							
8	Niedergeses, Mark							
13	Luna, Neeley							
2	Jackson, Chris D.							
6	Glass, Larry							
3	Gillespie, Dennis C.							
11	Franks, Scott							
7	Dryden, Jerry W.							
18	Burks, William (Bill)							
16	Brown, Anne N.							
9	Benefield, Ronald L.							
10	Benefield, Delano							
TOTAL								

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

FAILED FOR LACK OF SECOND

LAWRENCE COUNTY TN RESOLUTION NO: 2011092717A2

Refer to Public Safety Committee for study on impact to Lawrence County

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
15	Woodall, Karen				X		X	
14	Woodall, Glenn				X		X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert				X		X	
5	Purcell, Sam				X		X	
8	Niedergeses, Mark							X
13	Luna, Neeley				X		X	
2	Jackson, Chris D.				X		X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.		X	X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)				X		X	
16	Brown, Anne N.				X		X	
9	Benefield, Ronald L.				X		X	
10	Benefield, Delano			X			X	
TOTAL				7	10	0	17	1

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

FAILED

LAWRENCE COUNTY TN RESOLUTION NO: 2011092717

Resolution regarding Lawrence County noise control procedures

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.				X		X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn	X		X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert		X	X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.				X		X	
11	Franks, Scott				X		X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				14	3	0	17	1

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

RESOLUTION NO. 2011092718

RESOLUTION REQUIRING ALL MOTOR VEHICLES PURCHASED BY LAWRENCE COUNTY GOVERNMENT IN THE FUTURE TO HAVE THE WEBSITE FOR LAWRENCE COUNTY GOVERNMENT PRINTED ON THEM

WHEREAS, the designer of Lawrence County's new website has suggested the website address be affixed to all county owned vehicles.

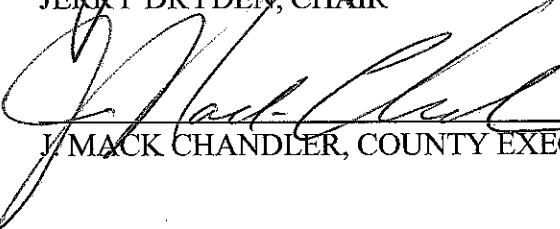
NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that Lawrence County's website shall be affixed to all county motor vehicles placed into service on or after October 1, 2011.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: CHRIS D. JACKSON

LAWRENCE COUNTY TN RESOLUTION NO: 2011092718

Resolution requiring all motor vehicles purchased by Lawrence County Government in the future to have the website for Lawrence County Government printed on them

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen		X	X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley				X		X	
2	Jackson, Chris D.	X		X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				16	1	0	17	1

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

RESOLUTION NO. 2011092719

RESOLUTION TO HOLD THE NOVEMBER, 2011, MEETING OF THE LAWRENCE COUNTY LEGISLATIVE BODY AT LORETTO HIGH SCHOOL AND THE JANUARY, 2012, MEETING AT SUMMERTOWN HIGH SCHOOL

WHEREAS, in an effort to allow citizens easier access to County Commission meetings, the Lawrence County Legislative Body finds it expedient to occasionally hold meetings at locations other than the Lawrence County Courthouse.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the November, 2011, meeting of the Lawrence County Legislative Body shall be held at Loretto High School and the January, 2012, meeting of the Lawrence County Legislative Body shall be held at Summertown High School.

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

Failed this 27th day of September, 2011.

JERRY DRYDEN, CHAIR

J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:

CHUCK KIZER, COUNTY CLERK

SPONSORS: CHRIS D. JACKSON

LAWRENCE COUNTY TN RESOLUTION NO: 2011092719

Resolution to hold the November, 2011 meeting of the Lawrence County Legislative Body at Loretto High School and the January, 2012, meeting at Summertown High School

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.				X		X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn				X		X	
12	Washburn, Sam				X		X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley				X		X	
2	Jackson, Chris D.	X		X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.				X		X	
11	Franks, Scott		X	X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.				X		X	
9	Benefield, Ronald L.				X		X	
10	Benefield, Delano				X		X	
TOTAL				8	9	0	17	1

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

FAILED

RESOLUTION NO. 2011092720

RESOLUTION APPROVING THE WRITE OFF OF CERTAIN INSUFFICIENT FUNDS CHECKS
FROM THE BOOKS AND RECORDS OF THE LAWRENCE COUNTY CLERK

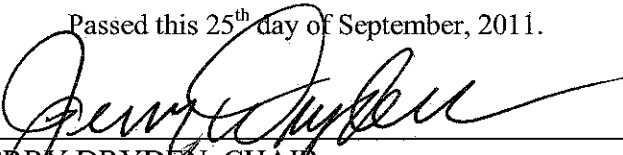
WHEREAS, the Lawrence County Clerk has certain checks which have been returned for insufficient funds, copies of which are attached hereto.; and

WHEREAS, even though the Lawrence County Clerk has made diligent efforts to collect on the aforesaid check returned as insufficient funds, it is apparent that further collection efforts are futile.

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, authorizes the County Clerk to cease collection efforts on the attached list of worthless checks.

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

Passed this 25th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: CHUCK KIZER

01000146
05/07/2008
E517138580

This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check.

RETURN REASON-A
NOT SUFFICIENT
FUNDS

05E0600250000000
0002/10/50 E9HE00E1903

TOMMY A. GRIFFIN, JR. 04-08
831-782-4294 762-4294
405 OAK ST. APT. 041
LAWRENCEBURG, TN 38464-9028

1003

Date 4-30-08

07-2/08 TN 177

RETURN REASON - A
NOT SUFFICIENT FUNDS
pay to the order of County Clerk
only nine dollars

RETURN REASON - A
NOT SUFFICIENT FUNDS
\$33.50 Dollars

Bank of America

ACH RT 08400020

for

Tommy A. Griffin Jr.

CANDIE KEITH
ANTONIO PABLO HAI
116 LOYD CIR.
SUMMERTOWN, TN 38483
931-964-3477

1003
87-811/641

8-1-06 DATE

Disconnected
PAY TO THE
ORDER OF

County Clerk \$49.00
Forty-nine 00/100 DOLLARS

F&M FIRST FARMERS & MERCHANTS BANK
COLUMBIA, TN 38401

Candie P. Keith

1003

© HARP AND LIBERTY

TONYA DEANNE BRADLEY 11/2005
301 28TH AVE N APT 1114
NASHVILLE, TN 37203-1432

1107

108 Ballaban Blvd
Spring TN 38464

13 Hudson Rd
Lawrenceburg
931-629-7594

2/1/06

87-4/640

Pay to the
order of

County Clerk \$49.00
forty-nine 00/100 Dollars

CLOSED ACCOUNT

Kevin Ryles 147 DEB

SUNTRUST

ACH RT 061000104

For

Tonya Bradley

1107 00000004900

071000301
06/20/2008
6215224841

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

06/12/2008
20079720456
0641081133

GOODY'S
FAMILY CLOTHING

LASALLE BANK N.A. CHICAGO, ILLINOIS 60661

DATE 05/30/08 CHECK NBR. 718629

P.O. Box 22040
Knoxville, TN 37931-2000
(615) 945-2000

AMOUNT
*****2758.39
Void after 90 days

PAY TO THE ORDER OF TWO THOUSAND SEVEN HUNDRED FIFTY-EIGHT AND 39/100

LAWRENCE COUNTY CLERK
248 W GAINES, NSU 2
LAWRENCEBURG TN 38454

KEEP TO MAKER

0000275839

061000146
11/02/2009
6518837572

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON-A
NOT SUFFICIENT FUNDS

10/28/2009
000410000312231
0641081133

AMEY'S 762-3232

26 PUBLIC SA. #8

10/22/09

NOT SUFFICIENT FUNDS
RETURN REASON-A
NOT SUFFICIENT FUNDS

Lawrence County Clerk

22.00

SUNTRUST ACH RT 061000104

0093

0093 0000002200

061000146
02/20/2009
6418521586

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON-D
CLOSED ACCOUNT

02/17/2009
0000000063085
0641081133

CAROLYN E KELLEY 477-0784

542 Third Street

Lawrenceburg, TN 38454

DATE 2-13-09 000102

one dollar

251.50

Green Bank

100 North Main Street
Greenville, TN 37743

MEMO UK5888, E. 2092 Carolyn Kelley

000102

LAWRENCE COUNTY TN RESOLUTION NO: 2011092720

Resolution to approve the write off of certain insufficient funds checks from the books and records of the Lawrence County Clerk

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam		X	X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry	X		X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092721

RESOLUTION TO CONFIRM APPOINTMENTS TO BUDGET COMMITTEE

WHEREAS, Lawrence County has adopted the county budgeting law of 1957; and

WHEREAS, pursuant to T.C.A. §5-12-104, a county Budget Committee is created which committee shall consist of five (5) members, one of whom is to be the County Executive and the other four to be appointed by the County Executive with the approval of the county Legislative Body; and

WHEREAS, the County Executive has made the following appointments to the Budget Committee:

Wayne Yocum
Jerry Dryden
Larry Glass
Denny Gillespie

NOW, THEREFORE, be it resolved by the Lawrence County legislative body meeting in regular session this 27th day of September, 2011, the appointments to the Budget Committee are hereby approved.

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

Passed this 27th day of September, 2011.




JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: J. MACK CHANDLER

LAWRENCE COUNTY TN RESOLUTION NO: 2011092721

Resolution to confirm appointments to the Budget Committee

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.				X		X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.	X		X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				15	2	0	17	1

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

RESOLUTION NO. 2011092722A

RESOLUTION TO CONFIRM APPOINTMENTS TO
THE PURCHASING COMMITTEE

WHEREAS, pursuant to T.C.A. §5-14-106, the County Executive of Lawrence County shall appoint five members of the Purchasing Committee, one of whom shall be the County Executive, and such appointments are subject to confirmation by the Legislative Body; and

WHEREAS, the County Executive has made the following appointments to the Purchasing Committee:

Ronnie Benefield
Larry Glass
Sam Washburn
Bert Spearman

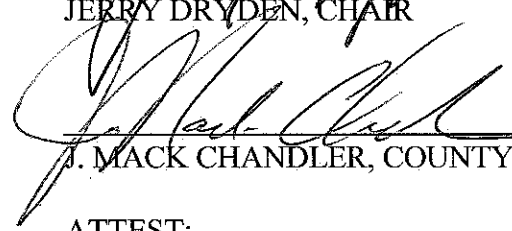
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, the appointments to the Purchasing Committee of the Lawrence County Legislative Body are confirmed.

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

Passed this 27th day of September, 2011.




JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: J. MACK CHANDLER

LAWRENCE COUNTY TN RESOLUTION NO: 2011092722A1

Replace Yocom with Spearman

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert			X			X	
5	Purcell, Sam				X		X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.				X		X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.		X	X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				14	3	0	17	1

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

LAWRENCE COUNTY TN RESOLUTION NO: 2011092722A

Resolution to confirm appointments to the Purchasing Committee

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert			X			X	
5	Purcell, Sam				X		X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.				X		X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.	X		X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				14	3	0	17	1

TYPE OF VOTE: Voice Roll Call

Comments:

RESOLUTION NO. 2011092723

RESOLUTION APPOINTING MEMBERS TO LAWRENCE COUNTY EMERGENCY
COMMUNICATIONS BOARD

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

WHEREAS, the terms of W. L. Wright and Joey Hardin on the Lawrence County Emergency Communications Board of Directors expired in April, 2011.

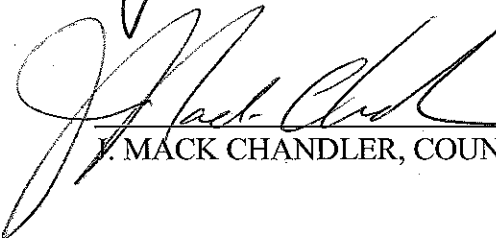
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that W. L. Wright and Joey Hardin are reappointed for a four year term to expire in April of 2015.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: J. MACK CHANDLER

LAWRENCE COUNTY TN RESOLUTION NO: 2011092723

Resolution appointing member to Lawrence County Emergency Communications Board

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen				X		X	
14	Woodall, Glenn		X		X		X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne				X		X	
17	Spearman, Bert				X		X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley				X		X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry	X		X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				12	5	0	17	1

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

RESOLUTION NO. 2011092724


RESOLUTION TO ELECT MEMBER TO LAWRENCEBURG/LAWRENCE COUNTY
MUNICIPAL AIRPORT BOARD

WHEREAS, there is a vacancy on the Lawrenceburg/Lawrence County Municipal Airport Board due to the expiration of the term of John Franks and he has been re-nominated to serve on the Lawrenceburg/Lawrence County Municipal Airport Board.

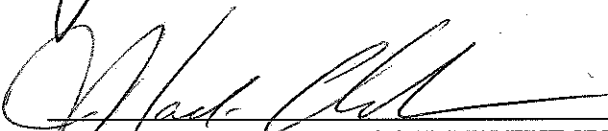
NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that John Franks is hereby re-elected to the Lawrenceburg/Lawrence County Municipal Airport Board to serve a three year term.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: J. MACK CHANDLER

LAWRENCE COUNTY TN RESOLUTION NO: 2011092724

Resolution to elect member to Lawrenceburg/Lawrence County Municipal airport Board

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.		X	X			X	
11	Franks, Scott	X		X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092725A

RESOLUTION APPROVING THE BONDS OF CONSTABLES

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


WHEREAS, such official bonds have been executed and copies are attached hereto.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the attached bonds of the individuals holding the office of Lawrence County Constable be approved and that upon such approval that said bonds be recorded in the office of the Register of Deeds pursuant to T.C.A. § 8-19-103 and that said bonds then be filed with the State Comptroller of the Treasury pursuant to T.C.A. § 8-19-102.

BE IT FURTHER RESOLVED by the Lawrence County Legislative Body that Lawrence County Government reimburse the cost of the bond of each six (6) duly elected constables during each fiscal year of the current four year terms in an amount not to exceed \$100.00 per bond to be paid from the General Fund upon proof to the Director of Accounts and Budgets of payment.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: J. MACK CHANDLER

SURETY'S BOND NO. 70155517

STATE BOND FORM
COB-7(82)

STATE OF TENNESSEE
COUNTY OF Lawrence
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Constable

KNOW ALL MEN BY THESE PRESENTS:

That James Cozart
of Lawrenceburg (City or Town), County
of Lawrence Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of Five Thousand and 00/100
Dollars (\$ 5,000.00)
lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,
successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly X elected _____ appointed to the office of Constable
of and for Lawrence County for the (1) year term beginning on the 1st day of
September, 2011 and ending on the 1st day of September, 2012

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said James Cozart, Principal, shall:
1. Faithfully perform the duties of the office of Constable of Lawrence
County during his term of office or his continuance therein; and
pay over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his
hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all
records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from
office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be
null and void, otherwise to remain in full force and effect.

WITNESS our hands and seals this 31st day of August, 2011

WITNESS — ATTEST:

PRINCIPAL:
James Cozart

COUNTERSIGNED BY:
NOT NEEDED
Tennessee Resident Agent

SURETY:
WESTERN SURETY COMPANY
by: Paul T. Bruflat
Paul T. Bruflat, Senior Vice President
(Attach evidence of authority to execute bond)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Lawrence

Before me, a Notary Public, of the State and County aforesaid, personally appeared James Cozart
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing
bond, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 8th day of Sept, 2011

My Commission Expires:
8-31, 2013

Beverly K. McDow
Notary Public
LAWRENCE COUNTY
STATE OF TENNESSEE
NOTARY PUBLIC

ACKNOWLEDGMENT OF SURETY

STATE OF South Dakota

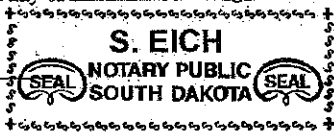
COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Bruflat with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

WITNESS my hand and seal this 31st day of August, 2011

My Commission Expires:

February 12, 2015



S. Eich
Notary Public

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of Chancery and Circuit Courts)

Bond and Sureties approved by _____, County Executive of _____ County, on this _____ day of _____

Signed:

County Executive

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, and entered upon the minutes thereof.

Signed:

County Clerk

SECTION II. (Applicable only to Clerks of Chancery and Circuit Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Chancery _____ Circuit Court of and for said County on this _____ day of _____

SECTION III. (Applicable to all County Officials' Bonds)

INDORSEMENT:

Filed with the Comptroller of the Treasury, State of Tennessee, this _____ day of _____

Comptroller of the Treasury

SECTION IV. (Applicable to all County Officials' Bonds)

FOR USE BY REGISTER OF DEEDS

WESTERN SURETY COMPANY
101 South Phillips Ave.
Sioux Falls, SD 57104
605-336-0850

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One CONSTABLE COUNTY OF LAWRENCE

bond with bond number 70155517

for JAMES COZART

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Senior Vice President with the corporate seal affixed this 31st day of August,
2011.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 31st day of August, 2011, before me, a Notary Public, personally appeared
Paul T. Bruffat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D. Krell
Notary Public

My Commission Expires November 30, 2012



SURETY'S BOND NO. 24824779

STATE BOND FORM
COB-7(82)

STATE OF TENNESSEE
COUNTY OF Lawrence
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Constable

KNOW ALL MEN BY THESE PRESENTS:

That Eric Lopp
of Leona (City or Town), County
of Lawrence Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of Ten Thousand and 00/100
Dollars (\$ 10,000.00)
lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,
successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly X elected _____ appointed to the office of Constable
of and for Lawrence County for the (1) year term beginning on the 1st day of
September, 2011 and ending on the 1st day of September, 2012

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

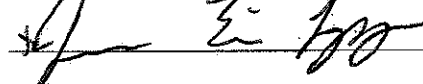
That if the said Eric Lopp, Principal, shall:

- Faithfully perform the duties of the office of Constable of Lawrence County during his term of office or his continuance therein; and
- by over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be null and void otherwise to remain in full force and effect.

WITNESS our hands and seals this 9th day of September, 2011

WITNESS — ATTEST:

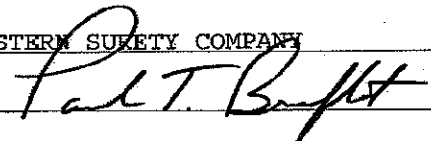
PRINCIPAL:



SURETY:

WESTERN SURETY COMPANY

by:



Paul T. Bruflat, Senior Vice President

(Attach evidence of authority to execute bond)

COUNTERSIGNED BY:

NOT NEEDED

Tennessee Resident Agent

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE

COUNTY OF _____

Before me, a Notary Public, of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this _____ day of _____, _____

My Commission Expires:

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF South Dakota

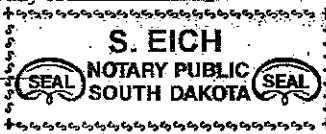
COUNTY OF Minnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Bruflat with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

WITNESS my hand and seal this 9th day of September, 2011

My Commission Expires:

February 12, 2015



S. EICH
Notary Public

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of Chancery and Circuit Courts)

Bond and Sureties approved by _____, County Executive of _____ County, on this _____ day of _____

Signed:

County Executive

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, and entered upon the minutes thereof.

Signed:

County Clerk

SECTION II. (Applicable only to Clerks of Chancery and Circuit Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Chancery _____ Circuit Court of and for said County on this _____ day of _____

SECTION III. (Applicable to all County Officials' Bonds)

INDORSEMENT:

Filed with the Comptroller of the Treasury, State of Tennessee, this _____ day of _____

Comptroller of the Treasury

SECTION IV. (Applicable to all County Officials' Bonds)

FOR USE BY REGISTER OF DEEDS

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One CONSTABLE COUNTY OF LAWRENCE

bond with bond number 24824779

for ERIC LOPP

as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 9th day of September, 2011.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

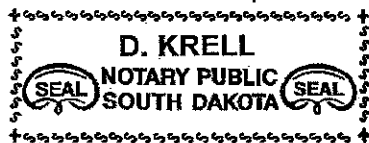
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 9th day of September, 2011, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



D. Krell

Notary Public

My Commission Expires November 30, 2012



SURETY'S BOND NO. 14443113

STATE BOND FORM
COB-7(82)

STATE OF TENNESSEE
COUNTY OF Lawrence
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Constable

KNOW ALL MEN BY THESE PRESENTS:

That Barry Rone
of Summertown (City or Town), County
of Lawrence Tennessee, as Principal, and WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of Five Thousand and 00/100
Dollars (\$ 5,000.00)
lawful money of the United States of America for the full and prompt payment whereof we bind ourselves, our representatives,
successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly X elected _____ appointed to the office of Constable
of and for Lawrence County for the (1) year term beginning on the 1st day of
September, 2011 and ending on the 1st day of September, 2012

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Barry Rone, Principal, shall:

1. faithfully perform the duties of the office of Constable of Lawrence
County during his term of office or his continuance therein; and
2. turn over to the persons authorized by law to receive them, all monies, properties, or things of value that may come into his
hands during his term of office or his continuance therein without fraud or delay, and shall faithfully and safely keep all
records required of him in his official capacity, and at the expiration of his term, or in case of his resignation or removal from
office, shall turn over to his successor all records and property which have come into his hands, then this obligation shall be
null and void otherwise to remain in full force and effect.

WITNESS our hands and seals this 16th day of August, 2011

WITNESS — ATTEST:

PRINCIPAL:

Barry Rone

SURETY:

WESTERN SURETY COMPANY

by:

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President
(Attach evidence of authority to execute bond)

COUNTERSIGNED BY:

NOT NEEDED

Tennessee Resident Agent

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE

COUNTY OF Lawrence

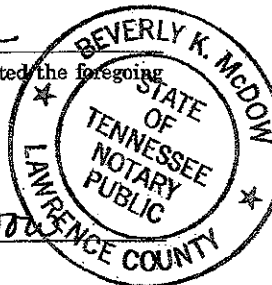
Before me, a Notary Public, of the State and County aforesaid, personally appeared Barry Rone
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing
bond, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 8th day of Sept, 2011

My Commission Expires:

8-31, 13

Beverly K. McDow
Notary Public



ACKNOWLEDGMENT OF SURETY

STATE OF South Dakota

COUNTY OF Mimnehaha

Before me, a Notary Public, of the State and County aforesaid, personally appeared Paul T. Bruflat with whom I am personally acquainted and, who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of WESTERN SURETY COMPANY, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he as such individual being authorized so to do, executed the foregoing bond, by signing the name of the corporation by himself as such individual.

WITNESS my hand and seal this 16th day of August, 2011

My Commission Expires:

February 12, 2015



S. EICH
Notary Public

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of Chancery and Circuit Courts)

Bond and Sureties approved by _____, County Executive of _____ County, on this _____ day of _____,

Signed:

County Executive

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, and entered upon the minutes thereof.

Signed:

County Clerk

SECTION II. (Applicable only to Clerks of Chancery and Circuit Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Chancery _____ Circuit Court of and for said County on this _____ day of _____,

SECTION III. (Applicable to all County Officials' Bonds)

INDORSEMENT:

Filed with the Comptroller of the Treasury, State of Tennessee, this _____ day of _____,

Comptroller of the Treasury

SECTION IV. (Applicable to all County Officials' Bonds)

FOR USE BY REGISTER OF DEEDS

WESTERN SURETY COMPANY
101 South Phillips Ave.
Sioux Falls, SD 57104
605-336-0850

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls
State of South Dakota, its regularly elected Senior Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One CONSTABLE, COUNTY OF LAWRENCE

bond with bond number 14443113

for BARRY RONE

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 16th day of August, 2011

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

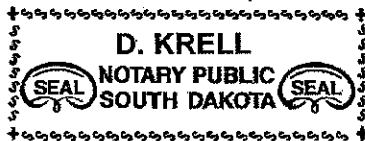
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 16th day of August, 2011, before me, a Notary Public, personally appeared Paul T. Bruffat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



D. Krell
Notary Public

My Commission Expires November 30, 2012



LAWRENCE COUNTY TN RESOLUTION NO: 2011092725A1

Reimburse Constables \$100 for bonds

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn		X	X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.	X		X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

LAWRENCE COUNTY TN RESOLUTION NO: 2011092725A

Resolution approving the Bonds of Constables

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn		X	X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.	X		X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092726

RESOLUTION TO APPOINT MEMBER TO THE LAWRENCE COUNTY
REGIONAL PLANNING COMMISSION

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

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


NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that the three year term of Jesse Turner is expiring and Jesse Turner is hereby appointed to the Lawrence County Regional Planning Commission with a term of three years.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSORS: J. MACK CHANDLER

LAWRENCE COUNTY TN RESOLUTION NO: 2011092726

Resolution to appoint member to Lawrence County Regional Planning Commission

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.	X		X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.		X	X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 20110092727

RESOLUTION TO AUTHORIZE COUNTY EXECUTIVE TO EXECUTE AND
SUBMIT APPLICATION TO THE APPALACHIAN REGIONAL COMMISSION FOR
FUNDS TO ESTABLISH AN EMERGENCY WARNING INFRASTRUCTURE
SYSTEM IN THE SUMMERTOWN VICINITY

WHEREAS, Lawrence County, Tennessee is eligible for Appalachian Regional Commission (ARC) distressed county funds; and

WHEREAS, there exists a critical need to establish an emergency warning infrastructure system in the Summertown vicinity; and

WHEREAS, the Summertown vicinity has experienced many natural disasters in which property damage and personal injuries would have been mitigated if an emergency warning system were in place;

WHEREAS, Lawrence County wishes to make an application for said project;

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011

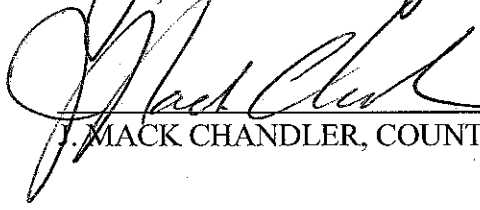
- (1) The County Executive be authorized and directed to execute and submit an application for funds to the Appalachian Regional Commission in the amount of \$ 30,000.00.
- (2) The Mayor be authorized and directed to enter into all necessary agreements to receive and administer such grant funds.
- (3) The total cost of the project is \$ 30,000.00. The balance of \$ 6,000.00 or 20% of the total project costs in local matching contribution will be provided by the funds from the General Fds account.

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

Passed this 27th day of September, 2011.



CHAIR, LAWRENCE COUNTY LEGISLATIVE BODY



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR:

LAWRENCE COUNTY TN RESOLUTION NO: 2011092727

Resolution to authorize County Executive to execute and submit application to the Appalachian Regional Commission for funds to establish an Emergency Warning Infrastructure System in the Summertown vicinity

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn	X		X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.		X	X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

RESOLUTION NO. 2011092728

RESOLUTION TO AMEND THE WHEEL TAX TO ELIMINATE THE WHEEL TAX DECAL

WHEREAS, under the provisions of Chapter 178 of the Private Acts of 1984, as amended by Chapter 21 of the Private Acts of 1987, Lawrence County has imposed a Motor Vehicle Privilege Tax, also known as the "Wheel Tax" in Lawrence County which is to apply to all residents who own motorized vehicles in Lawrence County; and

WHEREAS, the Lawrence County wheel tax requires a sticker or decal to be placed on the motor vehicle to indicate a motor vehicle owner has paid the Lawrence County wheel tax; and

WHEREAS, many other counties have eliminated the local sticker in an effort to save money; and

WHEREAS, it will save Lawrence County government approximately \$4,000.00 per year to eliminate the purchase of the sticker; and

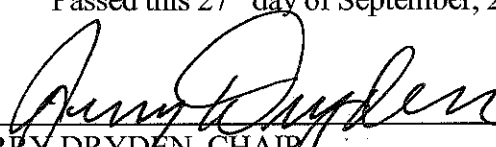
WHEREAS, in other counties there has not appeared any problem with enforcement of the wheel tax after the elimination of the local sticker.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that

1. All prior resolutions requiring the County Clerk to furnish a sticker or decal indicating the Lawrence County wheel tax has been paid are amended to delete such provisions.
2. The County Clerk is authorized to discontinue the issuance of the sticker or decal for the Lawrence County wheel tax commencing for the year 2013.

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

Passed this 27th day of September, 2011.



JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

SPONSOR: RONNIE BENEFIELD AND CHRIS JACKSON

LAWRENCE COUNTY TN RESOLUTION NO: 2011092728

Resolution to amend the wheel tax to eliminate the wheel tax decal

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.	X		X			X	
6	Glass, Larry		X	X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

NAME	HOME ADDRESS	HOME PHONE	BUSINESS ADDRESS	BUSINESS PHONE	SURETY
1. David L. Allen	14 Will Ave Lawrenceburg TN 38464	931-766-2357	200 Mahr Ave Lawrenceburg TN 38464	931-762-0010	Western Surety Co
2. Cheryl Gobble	20 big Spring Rd Lawrenceburg TN 38464	931-629-3488	115 S James Campbell Columbia TN 38401	931-388-2463	Surety Bond Co of Am
3. Carrie Ann Goolsby	101 Cherry Glen Ct Leoma TN 38468	931-852-4034	1200 N Locust Ave Lawrenceburg TN 38464	931-762-6800	Brittany Staggs, Leah Dollar
4. Darlene Niedergeses	4202 Marie Lane Lawrenceburg TN 38464	931-629-1392	1231 McCarter Rd Lawrenceburg TN 38464	931-762-3217	L.H. MaGee III Carolyn Martin
5. Tonya R. Holt	49 McGee Rd Lawrenceburg TN 38464	931-762-9379	104 N Locust Ave Lawrenceburg TN 38464	931-762-6476	Western Surety Co
6. Thomas H. Kobeck	1000 Fallriver Rd Lawrenceburg TN 38464	931-762-9763	1101 Fallriver Rd Lawrenceburg TN 38464	931-762-9713	Farm Bureau Ins
7. Shonda Long	568 Turnpike Lawrenceburg TN 38464	931-766-0316	22 Public Square Lawrenceburg TN 38464	931-762-9767	Western Surety Co
8. Stacie Odeneal	409 Lawrence St Lawrenceburg TN 38464	615-268-0441	214 Columbia Ave Lawrenceburg TN 38464	931-762-4012	Western Surety Co
9. Mary M. Randolph	600 Daniel Dr Lawrenceburg TN 38464	931-762-5977	251 N Military Lawrenceburg TN 38464	931-762-5555	Western Surety Co
10. Nicole Sawyer	216 Collier St Loretto TN 38469	931-242-7335	214 N Columbia Ave Lawrenceburg TN 38464	931-762-4012	Western Surety Co
11. Melba Scott	125 Dunn Fall River Rd Leoma TN 38468	931-762-4215	816 S Garden St Columbia TN 38401	931-380-8215	Travelers Cas & Surety Co
12. Bert A. Spearman, Sr.	331 Robins St Lawrenceburg TN 38464	931-762-7145	331 Robins St Lawrenceburg TN 38464	931-762-7145	Surety Bonding Co of America
13. Kathy R. Tipper	146 Groh St Lawrenceburg TN 38464	931-762-1403	200 W Gaines Ste 101 Lawrenceburg TN 38464	931-766-4132	Western Surety Co
14. Kiley Weathers	259 Five Points Rd Loretto TN 38469	931-556-2259	200 W Gaines Ste 101 Lawrenceburg TN 38464	931-766-4181	Western Surety Co
15. Joyce M. Wright	602 2 nd St Lawrenceburg TN 38464	931-762-1345	25 Public Square Lawrenceburg TN 38464	931-762-3511	Western Surety Co

LAWRENCE COUNTY TN
 Regular Session September 27, 2011
 NOTARIES

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen		X	X			X	
14	Woodall, Glenn	X		X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

Comments:

LAWRENCE COUNTY TN
Regular Session September 27, 2011

Election of Audit Committee
Nominated: Jerry Putman, Karen Woodall and Scott Franks

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn		X	X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.	X		X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
	TOTALS			17	0	0	17	1

TYPE OF VOTE:	<input checked="" type="checkbox"/>	Voice	<input type="checkbox"/>	Roll Call
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**LAWRENCE COUNTY TN
REGULAR SESSION SEPTEMBER 27, 2011
SUSPEND THE RULES**

29. Resolution to amend resolution adopted August 22, 2011, to change number of members to the Beverage Permit Committee (Beer Board) to five members.

30. Resolution to amend prior resolutions regarding litigation taxes for General Sessions Court in Lawrence County

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen		X	X			X	
14	Woodall, Glenn	X		X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

TYPE OF VOTE:	<input type="checkbox"/>	Voice	<input checked="" type="checkbox"/>	Roll Call
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RESOLUTION NO. 2011092729

RESOLUTION TO AMEND THE RESOLUTION ADOPTED AUGUST 22, 2011, TO CHANGE THE NUMBER OF MEMBERS TO THE BEVERAGE PERMIT COMMITTEE (BEER BOARD) TO FIVE MEMBERS

WHEREAS, by Resolution adopted August 22, 2011, the Lawrence County Legislative Body increased the Beverage Permit Committee to eighteen members consisting of the Lawrence County Board of County Commissioners; and

WHEREAS, the Lawrence County Legislative Body deems it advisable to reduce the number of members to five members.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that Resolution No. 2011082201 adopted August 22, 2011, is hereby amended as follows:

Section 1. The number of members of the Beverage Permit Committee shall be five (5) members, said members to be elected by the Lawrence County Legislative Body.

Section 2. The Beverage Permit Committee shall elect a chairman to preside over meetings of the Beverage Permit Committee.

Section 3. A majority of the members of the Beverage Permit Committee shall constitute a quorum and a quorum shall be required for the transaction of any business.

Section 4. A majority of the quorum present shall be required for any vote coming before the Beverage Permit Committee.

Section 5. The portion of any resolution previously adopted by the Lawrence County Board of County Commissioner in conflict with this resolution is amended to conform to this resolution.

Section 6. This Resolution shall take effect upon its passage, the public welfare requiring it.

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

Passed this 27th day of September, 2011.




JERRY DRYDEN, CHAIR



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY TN RESOLUTION NO: 2011092729

Resolution to amend the resolution adopted August 22, 2011, to change the number of members to the Beverage Permit Committee (Beer Board) to five members

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen		X	X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott	X		X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

LAWRENCE COUNTY TN
Regular Session September 27, 2011

Election of 5 Member Beer Board

DISTRICT	COMMISSIONERS	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.			X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn		X	X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.	X		X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTALS				17	0	0	17	1

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

Neeley Luna, Ronnie Benefield, Jim Ward, Sam Purcell & Larry Glass were nominated. Neeley Luna declined and nominated Virgil Luna.

RESOLUTION NO. 2011092730

RESOLUTION TO AMEND PRIOR RESOLUTIONS REGARDING LITIGATION TAXES FOR
GENERAL SESSIONS COURT IN LAWRENCE COUNTY

WHEREAS, T.C.A. § 16-15-5006 authorizes counties to levy an additional litigation tax of up to \$6.00 in General Sessions Court to help fund increases in compensation for General Sessions judges required by 1988 Public Acts, Chapter 698; and

WHEREAS, T.C.A. § 16-15-5006(a) provides further that, if during any fiscal year, the amount of revenue generated by the local tax authorized by that section does not sufficiently fund the increase in General Sessions judge's compensation mandated by T.C.A. § 16-15-50, the local litigation tax may be raised to an amount more than \$6.00 if necessary to fund mandated increase, provided that such litigation tax be adjusted annually; and

WHEREAS, prior resolutions of the Lawrence County Legislative Body had intended to impose the additional litigation tax authorized by T.C.A. § 16-15-5006 at \$18.00, however, due to mistake or inadvertence it was not specifically set forth; and

WHEREAS, Lawrence County has continued to determine that the \$6.00 litigation tax no longer generates sufficient revenue to fund the increases in the General Sessions judge's compensation mandated by T.C.A. Title 16, Chapter 16, Part 50.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 27th day of September, 2011, that

Section 1. On the effective date provided in Section 3, below, the local litigation tax in effect in General Sessions Court in Lawrence County shall be \$18.00 as authorized by T.C.A. § 16-15-5006.

Section 2. Taxes levied pursuant to this resolution shall be collected in addition to all state and other county litigation taxes in General Sessions Court and shall be chargeable upon filing in a civil case and upon conviction in a criminal case in General Sessions Court. The increase authorized by this resolution shall remain in effect in Lawrence County until the end of the fiscal year during which this increase is enacted and shall be re-enacted, repealed or adjusted annually to insure the revenue generated by this resolution does not exceed the increases in General Sessions judge's compensation mandated by T.C.A. Title 16, Chapter 15, Part 50.

Section 3. This resolution be effective and the taxes imposed by this resolution shall take effective upon its passage, the public welfare requiring it.

Section 4. The local litigation taxes collected pursuant to this resolution shall be paid to the County Trustee monthly and deposited in the county General Fund.

Section 5. If any provisions of this resolution or the application thereof to any person or circumstances held invalid, such invalidity shall not effect other provisions or applications of this

resolution which can be given effect without the invalid provision or application and to that end, the provisions of this resolution are declared to be severable.

Section 6. Any prior resolutions in conflict with this resolution are hereby amended to reflect the purposes set forth in this resolution.

Section 7. The presiding officer of the Lawrence County Legislative Body shall certify the passage of this resolution to the Secretary of State as provided in T.C.A. § 16-15-5006.

Adopted by a two-thirds (2/3) vote of the Lawrence County Legislative Body this 27th day of September, 2011.



CHAIR, LAWRENCE COUNTY LEGISLATIVE BODY



J. MACK CHANDLER, COUNTY EXECUTIVE

ATTEST:



CHUCK KIZER, COUNTY CLERK

LAWRENCE COUNTY TN RESOLUTION NO: 2011092730

Resolution to amend prior resolutions regarding litigation taxes for General Sessions Court in Lawrence County

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.	X		X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.		X	X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.			X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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

LAWRENCE COUNTY COMMISSION
 Regular Session September 27, 2011
 ADJOURNMENT

DISTRICT	COMMISSIONER	MOTION	SECOND	AYE	NAY	PASS	PRESENT	ABSENT
1	Yocom, Wayne A.		X	X			X	
15	Woodall, Karen			X			X	
14	Woodall, Glenn			X			X	
12	Washburn, Sam			X			X	
4	Taylor, Ronnie Wayne			X			X	
17	Spearman, Bert			X			X	
5	Purcell, Sam			X			X	
8	Niedergeses, Mark							X
13	Luna, Neeley			X			X	
2	Jackson, Chris D.			X			X	
6	Glass, Larry			X			X	
3	Gillespie, Dennis C.	X		X			X	
11	Franks, Scott			X			X	
7	Dryden, Jerry W.			X			X	
18	Burks, William (Bill)			X			X	
16	Brown, Anne N.			X			X	
9	Benefield, Ronald L.			X			X	
10	Benefield, Delano			X			X	
TOTAL				17	0	0	17	1

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