

JUNE 23, 1980

MONDAY MORNING, JUNE 23, 1980

BE IT REMEMBERED THAT:

County Commissioners met pursuant to adjournment for an Adjourned Session of Sullivan County Board of Commissioners of Blountville, Tennessee met in session this Monday Morning, June 23, 1980 was present and presiding the Honorable Lon V. Boyd, County Chairman, and Marjorie S. Harr, County Clerk and Mike Gardner, County Sheriff of said Board of Commissioners and full quorum of Commissioners of said County to Witness:

COMMISSIONERS PRESENT AND ANSWERING ROLL CALL:

Akard, Ammons, Arrington, Barnes, Blalock, Bledsoe, Cosby, Dixon, Durham, Fleenor, Gillenwater, Greene, Harr, Hendrickson, Hood, Houser, Keener, King, McKamey, Mills, Montgomery, Morrell, Poe, Smith, Thomas.

COMMISSIONERS ABSENT:

STATE OF TENNESSEE
 COUNTY OF SULLIVAN

JUNE 23, 1980

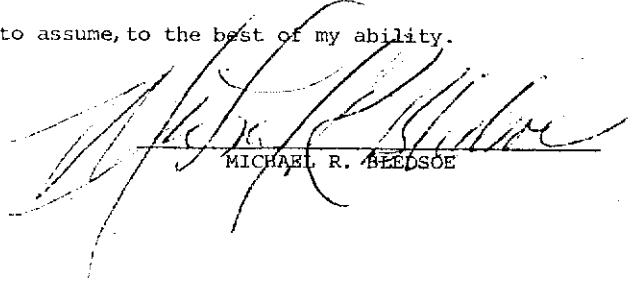
NOTARIES ELECTED

PARIS L. PENDLETON
 ELLA V. MANIS
 MRS. PHYLLIS B. SUSONG
 ED E. TALBERT
 AENOS E. WHITMER, JR.
 SANDRA P. TEDFORD
 L. PAUL BROOKS
 TERESA S. HARRIS
 MRS. BETTY BINGHAM
 CONNIE V. GILBERT
 JOYCE STATON
 SULLINS WILLETT
 DONALD P. SARGENT
 W. T. WRAY, JR.
 DWAYNE K. CARR
 HAYTER C. BROWN III
 TAMARA L. BROWN
 DINAH J. CARR
 WILLIAM W. DOSS
 MRS. BETTY JEAN JORDAN
 ROMA B. HARRELL
 SAM CLARK
 LEWIS HENRY ROUSE
 ROBERT C. BLEDSOE
 JAMES BERT WATKINS
 WM. S. MANIS, JR.
 J. B. HINKLE
 MAE RUTH OLIVER
 VIOLET J. POSTON
 JOYCE C. SELLS
 ANTHONY BYRON LEE
 ROBERT B. CROSS
 ANNE C. ARRANTS
 ZELDA D. BREEDING
 MARY SUE CULBERTSON
 DORIS ANN HOLMES
 JULIA KING SMITH

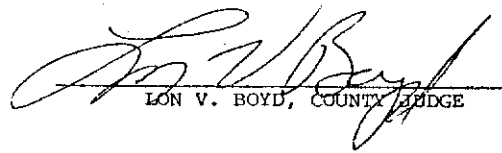
R. C. HOUSER
 J. T. PARKER, JR.
 LORENA B. MCNUTT
 ERNEST GALE SAMMONS
 JAMES C. COCHRANE
 WM. E. STONE
 FRANKIE L. DYE
 EVELYN J. KIRK
 CECILE BOLLING
 BETTY MCGLOTHLIN
 HAROLD JAMES FOX
 DEBORAH G. TAYLOR
 HAZEL MCCONNELL
 SANDRA B. TOMLINSON
 PHYLLIS SUE SMITH
 CLEO B. JONES
 GORDON M. BLESSING
 BARBARA JO SAMPLES
 MARGARET J. MCNEER
 CARLOS W. PRICE
 SHARON ATEYEH
 JEWELL JOHNSON
 RICHARD L. MEADOWS
 TINA S. STACY
 KENNETH H. MANESS
 SAMUEL WALTER RUTHERFORD
 ORBIN TAYLOR
 JOHN A. WELCH
 PAT L. GARDNER
 JUDY LYNN FORD
 DOROTHY J. JONES
 SANDRA D. KING
 DONALD GARY BRADEN
 FRANK M. BARNETT
 MARGARET H. CLARK
 JUANITA T. PIERCE
 NINA SUE GRILLS

OATH OF OFFICE

I, Michael R. Bledsoe, do solemnly swear that I will perform with fidelity the duties of County Commissioner of Sullivan County to which I have been elected and which I am about to assume, to the best of my ability.



MICHAEL R. BLEDSOE



LON V. BOYD, COUNTY JUDGE

Sworn to and subscribed before me this 23rd day of June, 1980.



MARJORIE S. HARR, COUNTY CLERK

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN ADJOURNED SESSION

MET THIS THE 23RD DAY OF JUNE, 19 80.

RESOLUTION IN RE: COMMISSIONER BOB RUTHERFORD

BE IT RESOLVED THAT

WHEREAS, Commissioner Robert A. (Bob) Rutherford was elected in August of 1978 to serve on the Sullivan County Board of County Commissioners from September 1, 1978 thru August 31, 1982, from the 3rd Commissioner District of Sullivan County, and,

WHEREAS, Bob Rutherford's death came unexpectedly on June 3, 1980.

NOW, THEREFORE, BE IT RESOLVED THAT the Sullivan County Board of Commissioners pause this day for a few moments to pay tribute to a Commissioner who served his district and residents of Sullivan County well, who served in a way that was not noticeable to most, but was significant in accomplishments, and who had the respect of each and every Commissioner with whom he served.

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to his widow and to his son.

INTRODUCED BY COMMISSIONER Barnes ESTIMATED COST: _____

SECONDED BY COMMISSIONER All other Commissioners PAID FROM _____ FUND

COMMISSION ACTION: Aye _____ Nay _____ DATE SUBMITTED: _____

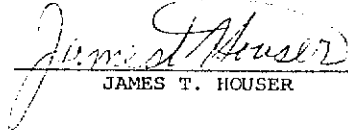
ROLL CALL: _____ COUNTY CLERK W. J. ...

VOICE VOTE: All BY: _____

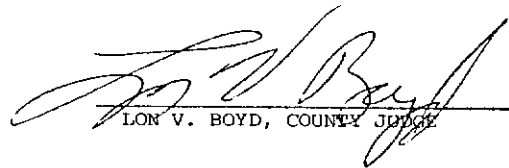
COMMITTEE ACTION: _____ APPROVED: _____ DISAPPROVED: _____

OATH OF OFFICE

I, James T. Houser, do solemnly swear that I will perform with fidelity the duties of County Commissioner of Sullivan County to which I have been appointed and which I am about to assume, to the best of my ability.



JAMES T. HOUSER



LON V. BOYD, COUNTY JUDGE

Sworn to and subscribed before me this 23rd day of June, 1980.



MARJORIE S. HARR, COUNTY CLERK

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NO. 2. 4

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN ADJOURNED SESSION

MET THIS THE 23RD DAY OF JUNE, 19 80.

RESOLUTION IN RE: ANIMAL CONTROL AGREEMENT BETWEEN THE CITY

OF KINGSFORT AND SULLIVAN

COUNTY

BE IT RESOLVED THAT

the Sullivan County Board of Commissioners approve the attached agreement for Animal Control with the City of Kingsport.

INTRODUCED BY COMMISSIONER Mills

ESTIMATED COST: _____

SECONDED BY COMMISSIONER G. H. ...

PAID FROM _____ FUND

COMMISSION ACTION: Aye Nay

DATE SUBMITTED: _____

ROLL CALL: _____

County Clerk

VOICE VOTE: _____

BY: _____

COMMITTEE ACTION: _____

APPROVED: _____

DISAPPROVED: _____

6/23/80 - union of rules passed by 7/3 + notes - roll call

MEMORANDUM

TO: Eddie Williams
 FROM: Mary Cunningham
 Date: June 13, 1980

SUBJECT: Animal Control Agreement between the City of Kingsport and Sullivan County

Enclosed is a copy of the Animal Control Agreement (Revised (4)) as prepared by Assistant City Attorney Hornik. This replaces a draft agreement sent to you in mid-May by Roger Clark, Director of Public Works. This latest version differs only in two respects from the earlier draft. They are:

Paragraph 5 has been reworded to insure legal correctness as well as to clearly indicate the point at which the custodial responsibility of the animals transfers from County to City. The intent remains unchanged.

A new Paragraph 6 has been inserted providing for co-insured status of the City upon an acts and omissions insurance policy to be taken out by Sullivan County. The City regularly includes such a provision in contracts.

In a memo to City Manager Cook, Mr. Hornik made the following explanation for including the insurance provision. "The Legal Department is concerned about the increased potential for liability exposure on the part of the City which would result from the execution of an agreement of this nature. The Legal Department's concern transcends the obvious concern for liability exposure in the area of physical injury or death as the result of a bite administered by a rabid animal. Since the agreement basically provides that the city shall exercise exclusive control and supervision over these animals once they have been transferred to the City animal shelter, there appears to be a questionable delegation of responsibility on the part of the County which may tend to increase exposure to litigation by pet and animal owners whose animals are picked up for perceived violations of the respective animal control legislation and then contained and disposed of by an organization operating outside of the jurisdiction of the animal control officers who originally impounded the animal. This may create liability based upon any one of the several theories including alleged wrongful destruction of an animal to possible complications regarding alleged instances of disposal of stolen dogs or animals."

At its meeting on Tuesday, June 17, the Board of Mayor and Aldermen will be considering the Animal Control Agreement and taking action to authorize the mayor to sign such an agreement. If you feel that either of the above changes jeopardizes the approval of the Sullivan County Board of Commissioners, we need to know. I will phone you during the day, June 17, to find out your opinions so that the contract we approve that evening will be one satisfactory to the County. I have also been in contact with Gene Mills.

Hopefully, this agreement can be on the agenda for the June 23 Commissioners' meeting.

Mary

ANIMAL CONTROL AGREEMENT
BETWEEN THE CITY OF KINGSPORT, TENNESSEE
AND SULLIVAN COUNTY, TENNESSEE

THIS AGREEMENT made this the 19th day of June 1980, by and between the CITY OF KINGSPORT, a municipal corporation of the State of Tennessee, hereinafter referred to as the City, and SULLIVAN COUNTY, a political subdivision of the State of Tennessee, hereinafter referred to as the County.

W I T N E S S E T H:

1. The term of this Agreement shall be for one (1) year, commencing on the date of the execution of this Agreement and ending at 12:00 o'clock midnight on the day before exactly one (1) year has elapsed after the signing of this agreement. This Agreement shall be renewable from time to time for periods of one (1) year and thereafter only upon the written consent of both parties and provided same is renewed thirty (30) days prior to the expiration of the initial agreement.

2. The County, through its duly elected officials and officers, desires to contract with the City for the use of its Animal Shelter for the purpose of providing certain operational services for the County's Animal Control Program, as outlined in item number 3 of this Agreement. The consideration for this Agreement is the mutual promises of the parties hereinafter referred to and the other good and valuable considerations hereinafter outlined.

3. The City agrees to perform the following activities and functions:

A. Accept animals at the City Animal Shelter, located on Industry Drive, brought in by the County Animal Warden or County residents.

B. Provide shelter, food, care and medical services for the animals.

C. To hold animals for the periods as specified in the City's Standard Operation Procedures Manual. Specifically those periods are as follows:

(1) Three Days - for an unlicensed animal apprehended running-at-large.

(2) Five Days - for a licensed animal apprehended running-at-large.

(3) Ten Days - for a quarantined animal (biter).

The first day used for computing board time shall commence at 2400 hours following the animal's arrival at the shelter. The animal's last day or part thereof shall be counted as a whole day.

(4) At the end of the respective holding the City will then:

a. Release the animal in conformance to the rules set forth in the City's

Standard Operation Procedures Manual, or

b. Euthanize the animal.

4. The County agrees to compensate the City with the monetary sum of Six (\$6.00) Dollars per animal brought into the City Animal Shelter, payable on the first day of each month (working day) except for quarantined animals. The fee for quarantined animals shall be Three (\$3.00) Dollars per day per animal. Except in cases where the

animal is reclaimed by its owner, this fee shall be paid by the County.

5. The County agrees that the animals shall become the responsibility of the City after their transfer into pens or holding areas at the City Animal Shelter.

6. The County shall furnish owner's liability insurance, specifically naming the City of Kingsport as co-insured, to defend, indemnify, and save harmless the City of Kingsport from any and all claims and suits for injuries to persons or property arising out of the performance of the contract caused in any way by the acts or omissions of the County, its agents, employees, and representatives, during or in connection with the performance of this contract excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport, its agents and employees. The County shall obtain and maintain in effect said liability insurance in amounts and coverages approved by the City and shall present requisite certificates of insurance to the City.

7. Apprehension fees paid by the County residents not living within the City limits of Kingsport in the redemption of their animals shall be returned to Sullivan County.

8. The County further agrees to abide by the City's decision concerning the final disposition of the animals, as specified in the City's Standard Operation Procedures Manual for Animal Control.

9. The provisions of this Agreement shall be severable if any court of law or equity shall determine that one section or part thereof is void or unenforceable and in the event that such part is severed, it shall not effect the validity of the balance of this Agreement. No modifications, changes or amendments shall be made to this Agreement without the express written consent of both parties hereto, and this Agreement contains the entire understanding of the parties and shall inure to the benefit of the parties' successors and assigns.

CITY OF KINGSPORT, TENNESSEE

By: [Signature]
Mayor

ATTESTE
[Signature]
City Recorder

SULLIVAN COUNTY, TENNESSEE

By: [Signature]
Chairman
Sullivan County Board
of Commissioners

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
W. E. WEBER, JR., City Attorney

*Sub. Co's
Copy*

CERTIFICATE

I, Marjorie S. Harr, the
 duly appointed, qualified and acting County Clerk
of Sullivan County, Tennessee, do hereby certify that
 the attached extract from the Minutes of an Adjourned
 meeting of the Board of Commissioners
 of the said Sullivan County, Tennessee
 held on June 23, 1980, is a true and
 correct copy of the original Minutes of said meeting on file
 and of record insofar as said original Minutes relate to the
 matters set forth in attached extract, and I do further cer-
 tify that the copy of the Resolution appearing in said
 attached extract is a true and correct copy of such Resolution
 adopted and said meeting and on file and of record.

In testimony hereof, I have hereunto set my hand and the seal
 of said Sullivan County, Tennessee
 this 24th day of June, 1980.

Marjorie S. Harr
 County Clerk

SEAL

EXTRACT FROM THE MINUTES OF An Adjourned MEETING OF THE

BOARD OF COMMISSIONERS OF SULLIVAN COUNTY, TENNESSEE

HELD ON June 23, 1980

THE FOLLOWING RESOLUTION was introduced by Commissioner Ralph Harr,
seconded by Commissioner Charles Keener, read in full, considered and adopted:

RESOLUTION ADOPTING AND APPROVING the execution of an Amendment to a Grant Agreement between Sullivan County, Tennessee and the United States of America, Federal Aviation Administration, providing for Federal Aid in the development, operation and maintenance of Tri-City Airport.

BE IT RESOLVED by the members of the Board of Commissioners of Sullivan County, Tennessee

SECTION 1. That Sullivan County, Tennessee shall enter into an Amendment to a Grant Agreement for the purpose of obtaining Federal Aid in the development of Tri-City Airport and that such agreement shall be as set forth hereinbelow.

SECTION 2. That Lon V. Boyd, County Judge is hereby authorized and directed to execute said Amendment to a Grant Agreement in a set of 10 copies on behalf of Sullivan County, Tennessee and Marjorie S. Harr, County Clerk is hereby authorized and directed to impress the Official Seal of Sullivan County, Tennessee and to attest said execution.

SECTION 3. That the Amendment to the Grant Agreement referred to hereinabove shall be as follows:

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Page 1 of 4 Pages

CONTRACT NO. DOT-FA-77-SO-10822

TRI-CITY AIRPORT

BRISTOL, TENNESSEE

AMENDMENT NO. 2 TO GRANT AGREEMENT FOR PROJECT No. 6-47-0004-07

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States of America that the Grant Agreement executed by the Chief, Airports District Office, Southern Region, Memphis, Tennessee, acting for and on behalf of the United States, and the Cities of Bristol, Johnson City, Kingsport, Tennessee; Bristol, Virginia; and Counties of Sullivan and Washington, Tennessee, (hereinafter referred to as the "Sponsor")* accepted by said Sponsor on the 13th day of September, 1977, be amended as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the maximum amount of the obligation of the United States as set forth in Paragraph 1 of the terms and conditions of the Grant Agreement between the United States and the Sponsor, accepted by said Sponsor on the 13th day of September, 1977, relating to Tri-City Airport, Project Number 6-47-0004-07, is hereby increased from \$1,874,460 to \$1,992,247.49.

It is understood and agreed that all of the terms and conditions of the Grant Agreement remain in full force and effect and are not changed except as hereinabove provided.

The United States shall not be obligated under any provisions hereof unless this Amendment has been accepted by the Sponsor on or before August 7, 1980, or such subsequent date as may be prescribed in writing by the Administrator.

*Where the term "Sponsor" is used herein, same shall mean "Co-Sponsors."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the 17th day of July, 1980.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

BY: Wayne B. Mills
ACTING Chief, Airports District Office
Southern Region; Memphis, Tennessee

CITY OF BRISTOL, TENNESSEE

BY: Owell L. Lesby

TITLE: Mayor

(SEAL)

ATTEST: [Signature]
TITLE: Recorder

Executed this 7th day of July, 1980.

CITY OF JOHNSON CITY, TENNESSEE

BY: John B. Lowe
TITLE: Mayor

(SEAL)

ATTEST: [Signature]
TITLE: City Recorder

Executed this 28th day of July, 1980.

CITY OF KINGSPORT, TENNESSEE

BY: [Signature]

TITLE: _____

(SEAL)

ATTEST: [Signature]

TITLE: Recorder

Executed this 8th day of July, 1980.

CITY OF BRISTOL, VIRGINIA

BY: [Signature]

TITLE: Mayor

(SEAL)

ATTEST: [Signature]
City Clerk

TITLE: EMMOT M. L. L. L.

Executed this 3rd day of July, 1980.

COUNTY OF SULLIVAN, TENNESSEE

BY: [Signature]

TITLE: Judge Pro Temp.

(SEAL)

ATTEST: [Signature]

TITLE: County Clerk

Executed this 30th day of July, 1980.

COUNTY OF WASHINGTON, TENNESSEE

BY: Robert J. Good

TITLE: County Executive

(SEAL)

ATTEST: Sam Miller

TITLE: County Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Samuel B. Miller, acting as Attorney for the Cities of Bristol, Johnson City, Kingsport, Tennessee; Bristol, Virginia; and the Counties of Sullivan and Washington, Tennessee, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Amendment and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Tennessee, and further that, in my opinion, said Grant Amendment constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Johnson City, Tennessee, this 31st day of July, 1980.

Samuel B. Miller
Title: Attorney

TO THE HONORABLE LON V. BOYD, JUDGE, AND MEMBERS OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS IN ADJOURNED SESSION

MET THIS THE 23RD DAY OF JUNE, 19 80.

RESOLUTION IN RE: VANCE JUNIOR HIGH BAND DAY IN SULLIVAN COUNTY, TENNESSEE

BE IT RESOLVED THAT

WHEREAS, the Vance Junior High Band entered and won the Junior Sweepstakes Award at the 1980 American Opryland Music Festival, at Opryland USA in Nashville, Tennessee on May 1st, 2nd, & 3rd, 1980.

BE IT FURTHER UNDERSTOOD THAT the Junior Viking Band also competed against seven Junior High Bands and 54 High School Bands and placed fourth over-all with an impressive score of 260 points out of a possible 280 points.

FINALLY, IT IS UNDERSTOOD THAT the Junior Viking Band has also won the Junior Sweepstakes Award in 1979.

THEREFORE, BE IT RESOLVED THAT the County Commissioners of Sullivan County hereby honors the band members, band officers and band director, Mrs. Irma R. Paluzzi, by declaring June 30, 1980, as VANCE JUNIOR HIGH BAND DAY in Sullivan County, Tennessee.

Respectfully submitted by the Bristol County Commission's - Judge Pro Tem, Ralph Harr, Commissioner Wilfred Gillenwater, Commissioner Ronald H. Cosby and Commissioner Jim Houser.

INTRODUCED BY COMMISSIONER Cosby, Harr ESTIMATED COST: _____
 SECONDED BY COMMISSIONER Gillenwater PAID FROM _____ FUND _____
 COMMISSION ACTION: Aye _____ Nay _____ DATE SUBMITTED: _____
 ROLL CALL: _____ County Clerk _____
 VOICE VOTE: _____ BY: _____
 COMMITTEE ACTION: _____ APPROVED: _____ DISAPPROVED: _____

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AND THEREUPON COURT ADJOURNED TO MEET AGAIN JULY 24, 1980.

A handwritten signature in cursive script, appearing to read "L. W. Boyd", is written over a horizontal line.

County Chairman