

Resolution 1972-08

BE IT RESOLVED, That a certain agreement between the City of Belle Meade as City, and Bates Parman, doing business as Parman Oil Company, as Dealer, providing for the installation of a gasoline storage tank of two thousand (2,000) liquid gallons capacity on property of the City, at the expense of Dealer, and containing certain other provisions, all in compliance with the applicable portions of Tennessee Code Annotated, Sections 67-3701,-3706, said agreement having been negotiated by the Mayor and City Manager pursuant to the authority contained in Ordinance No. 72-7, and having been read and considered by the Board of Commissioners, in accordance with the provisions of the said ordinance, be and is hereby approved and the Mayor and City Manager are hereby expressly authorized to sign same on behalf of the City, said agreement being in words and figures as follows:

A G R E E M E N T

THIS AGREEMENT, made and entered into this ____ day of August, 1972, by and between the City of Belle Meade, Tennessee, acting by its duly authorized Mayor and City Manager, hereinafter in this Agreement called "CITY", and Bates Parman d/b/a Parman Oil Company, hereinafter in this Agreement called "DEALER";

W I T N E S S E T H:

THAT, WHEREAS, City is a political subdivision of the State of Tennessee, and owns and operates four or more motor vehicles with gasoline powered engines regularly, in carrying out the functions of the City and

rendering services to its citizens and to the general public, and in so doing is required to purchase and consume a considerable quantity of gasoline, resulting in expenditure of several hundred dollars in each calendar month; and

WHEREAS, the State of Tennessee imposes a privilege tax and inspection fee upon gasoline sold in this State, which is collected from the consumer by the person, firm or corporation selling and delivering same, but governmental agencies and political subdivisions of Tennessee are exempt from payment of said tax on gasoline purchased by them pursuant to the provisions of Tennessee Code Annotated, Sections 67-3701,-3706, provided purchases are made in certain minimum quantities, and further provided that said gasoline is received, stored, handled and used in accordance with the provisions of the law aforesaid; and

WHEREAS, City wishes to make purchases of gasoline in quantities in compliance with the act, and Dealer is willing to make sales in compliance therewith, and is also willing to do certain other acts and things to enable City so to comply; and

WHEREAS, City has enacted Ordinance No. 72-7, whereby the Mayor and City Manager are authorized to enter into an agreement containing certain provisions, subject to the approval of the Board of Commissioners, and the Board of Commissioners has by resolution adopted on the ____ day of _____, 1972, approved this Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AFORESAID, and the sum of Five (\$5.00) Dollars cash in hand paid by City to Dealer, receipt of which is hereby acknowledged, it is accordingly agreed as follows:

1. Dealer will immediately cause to be installed upon the property of City, at such location as City shall designate, one (1) gasoline storage tank having a capacity of two thousand (2,000) liquid gallons,

which shall be installed at Dealer's expense, and in full compliance with all laws, rules and regulations applicable to the construction and materials of said storage tank, the location, depth of excavation and of covering same, and requirements as to valves and fittings, and all other rules and regulations of the City of Belle Meade, Metropolitan Government of Nashville and Davidson County, the State of Tennessee, and the United States. Dealer shall further maintain said gasoline storage tank in safe and proper condition at all times during the term hereof, or until the removal of said tank, and shall at all times continue to comply with the requirements of all governments regulating the installation and use of said storage tank.

2. Dealer will sell to City, during the term hereof, gasoline of such quality and quantity as City shall by purchase order designate, and shall deliver same, keeping strict account of the quantities so delivered, and shall take receipt for said delivery and send statements showing the amounts of payments due thereon to City, not more than five (5) days following the end of each calendar month in which delivery is made, for which City shall make payment, by cash or check to Dealer, not more than ten (10) days following receipt of said statements.

3. Each party covenants and agrees with the other to do any and all other acts and things required by the State of Tennessee, in its laws, rules and regulations duly adopted, to comply with same in respect of delivery, use, and accounting for said gasoline, during the term of this Agreement.

4. The term of this Agreement shall be one (1) year from date hereof, and shall automatically be extended, upon expiration of the original term, for an additional period of one (1) year. Thereafter, said Agreement may be extended by mutual consent of the parties; provided, however, that either party may terminate this Agreement without cause, upon ninety (90) days notice to the other party, in writing, and sent by certified mail,

return receipt requested, to the address of the other party hereinafter set out. Further provided, that City shall not terminate this Agreement less than one hundred eighty (180) days following commencement of the original term hereof. This Agreement may also be terminated by either party, upon written notice to the other, if the other party shall fail or refuse to perform any duty required of said party by the provisions hereof; said termination shall be effective not less than thirty (30) days following receipt of notice from the terminating party of failure or default of the party so notified.

5. Upon termination of this Agreement, either by notice from the other party, or by completion of the term hereof, City may, at its option, purchase from Dealer the storage tank and valves and other equipment connected therewith for the cost thereof less depreciation since date of installation, in cash, upon delivery of appropriate title documents to City; or City may allow Dealer to remove said tank with appurtenances from City's property and repossess same, at Dealer's expense, provided said removal shall be accomplished not more than thirty (30) days following the termination of this Agreement.

6. All notices in writing required by this Agreement shall be addressed as follows:

To City: Honorable Sam Davis Bell, Mayor and
 Honorable C. H. Eskew, City Manager
 City of Belle Meade
 4705 Harding Road
 Nashville, Tennessee 37205

To Dealer: Mr. Bates Parman
 Parman Oil Company
 2410 Charlotte Avenue
 Nashville, Tennessee 37203

In the event there shall be any change in address or name of the person to be notified during the term hereof, it shall be the duty of the party whose name or address is changed so to notify the other party, promptly.

7. The foregoing constitutes the entire Agreement between the parties, and shall not be varied or altered in any way except by agreement signed by all parties. The Dealer shall not assign his rights or interests herein except with the written consent of City.

IN WITNESS WHEREOF, the parties have signed, or caused this Agreement to be signed by their duly authorized representatives, the day and date first above written.

CITY OF BELLE MEADE

By: 
Mayor

ATTEST,



City Manager

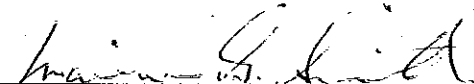
CITY

PARMAN OIL COMPANY

By: _____

DEALER


MAYOR


VICE MAYOR


COMMISSIONER


CITY RECORDER

Date of Adoption:
August 14, 1972

**Original Resolution not found. Copied from minute book June 17, 2009
By City Recorder Linda Berner.