



EAST RIDGE POLICE DEPARTMENT

4214 Ringgold Road ❖ East Ridge, TN 37412

Police Administration
(423) 867-3718
Fax (423) 867-9418

Stan Allen
Chief of Police

RESOLUTION NO. 3164

AGENDA
MEMORANDUM

TO: Mayor and City Council - City Manager

FROM: Chief Stan Allen

SUBJECT: Vehicle Purchase

DATE: July 8, 2021

The Police Department is requesting to purchase one 2021 Ford Interceptor SUV and six (6) Ford F-150 SuperCrew Cab trucks from Lonnie Cobb Ford on the Tennessee State Vehicle Contract #209. The total cost of SUV is \$40,782.00. The total cost of the six (6) F-150 trucks is \$229,218.00. The base cost of all vehicles of would be paid from the FY2022 Appropriation Act, Public Chapter 454 which the City of East Ridge received \$246,749.00. The upfit of each vehicle would be paid from the ERPD Drug Fund

Cost Breakdown

SUV	Total \$40,782.00	Vehicle -\$33,337.00	Upfit - \$7,445.00
F-150	Total (6) \$229,218.00	Vehicles - \$187,248.00	Upfit - \$41,970.00
<hr/>			
	Vehicle cost from FY2022 Appropriation Act		\$220,585.00
	Upfit Total from ERPD Drug Fund		\$ 49,415.00
TOTAL			\$270,000.00

RESOLUTION NO. 3164

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO PURCHASE SEVEN (7) 2021 FORD VEHICLES FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)

WHEREAS, the City of East Ridge Police Department is in need of seven (7) new police vehicles; and

WHEREAS, the City of East Ridge is allowed to purchase through the Department of General Services Statewide Contract Listing, pursuant to T.C.A. 12-3-1201(b), without obtaining competitive bids; and

WHEREAS, the cost for one (1) 2021 Ford Interceptor SUV from Lonnie Cobb Ford through the Tennessee Statewide Vehicle Contract is \$40,782.00; and

WHEREAS, the cost for six (6) Ford F-150 SuperCrew Cab trucks from Lonnie Cobb Ford through the Tennessee Statewide Vehicle Contract #209 is \$229,218.00; and

WHEREAS, the City has been awarded the 2022 Local Government Direct Appropriation Grant in the amount of \$246,749, of which \$220,585.00 will be used to purchase these vehicles; and

WHEREAS, cost of equipment to update these vehicles is \$49,415.00, which will be paid for from the City of East Ridge Drug Fund; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is hereby authorized to purchase, and execute all documents necessary to purchase the following:

- One (1) 2021 Ford Interceptor SUV in the amount of \$33,337.00 and
- Six (6) Ford F-150 SuperCrew Cab trucks in the amount of \$187,248.00 from Lonnie Cobb Ford through the Department of General Services Statewide Contract Listing #209, pursuant to TCA 12-3-1201(b).

BE IT FURTHER RESOLVED that equipment to update the vehicles will be purchased through the Drug Fund in the amount of \$49,415.

BE IT FURTHER RESOLVED that the total cost to purchase and upfit these vehicles will be \$270,000.00.

BE IT FURTHER AND FINALLY RESOLVED that this resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____, 2021.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
(423)867-7711 • www.eastridgetn.gov

Mike Williams
Fire Chief

RESOLUTION NO. 3165

To: Mayor and Councilmembers
From: Mike Williams
Date: June 25, 2021
Reference: Join HGAC (Houston Galveston Area Council)
CC: Chris Dorsey, Diane Qualls

Mayor and Council members,

I am asking that the City of East Ridge join HGAC (Houston Galveston Area Council). This is a Cooperate purchasing company that provides information relating to the purchases of fire equipment, fire apparatus, sanitation vehicles, police vehicles, and many other items which are used for services by our city. The company has a yearly fee of \$200.00

Respectfully,

Mike Williams

HGAC's (Houston Galveston Area Council) Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act. The Act allows governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity.

H-GAC has established Interlocal Contracts with thousands of End Users throughout Texas and across the United States. These contracts list a large variety of vehicles, equipment, and other items used by governments.

State of Tennessee Statutes

Tennessee Code Annotated

Title 12 Public Property, Printing and Contracts

Chapter 3 Public Purchases **12-3-1205**

(b)(1) Notwithstanding any other law to the contrary, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.

(3) The powers conferred by this section are in addition and supplemental to the powers conferred by any other law, and any limitations imposed by this section shall not affect powers conferred by any other law.

(4) This subsection (b) shall not apply to:

(A) Purchases of new or unused motor vehicles, unless the motor vehicles are manufactured for a special purpose as defined in § 12-3-1208; or

(B) Purchases of construction, engineering or architectural services, or construction materials

RESOLUTION NO. 3165

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
AUTHORIZING PARTICIPATION BY THE CITY
OF EAST RIDGE IN THE HOUSTON
GALVESTON AREA COUNCIL COOPERATIVE
PURCHASING PROGRAM, KNOWN AS
HGACBUY**

WHEREAS, the City Council of the City of East Ridge wishes to conserve resources and reduce the costs of procuring necessary equipment, supplies and services; and

WHEREAS, HGACBuy, was established pursuant to Texas Interlocal Cooperation Act, which allows governments and certain non-profits to contract for purchases or provide purchasing services and other administrative functions appropriately established by another government entity; and

WHEREAS, the Tennessee Interlocal Cooperation Act (T.C.A. §12-9-101 through 12-9-109) authorizes the City of East Ridge to jointly exercise its purchasing powers with any jurisdiction in any state which also authorizes such interlocal agreements;

WHEREAS, T.C.A. § 12-3-1205 authorizes the City of East Ridge to participate in a cooperative purchasing agreement for the procurement of goods, supplies or equipment with other governmental entities outside of the state of Tennessee; and

WHEREAS, the HGACBuy Program's bidding and purchasing procedures comply with the purchasing requirements of the Tennessee Code Annotated and the Charter and Ordinances of the City of East Ridge; and

NOW, THEREFORE, BE IT RESOLVED that the City of East Ridge is authorized to participate in the HGACBuy Program, subject to continued compliance with all State and City of East Ridge statutes, ordinances, rules, and regulations which may apply, as well as the rules and regulations of the HGACBuy Program.

BE IT FURTHER RESOLVED that this Resolution take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this the _____ day _____ 2021.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____, and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* _____
Name of End User (local government, agency, or non-profit corporation)

* _____
Mailing Address

* _____
City State ZIP Code

*By: _____
Signature of chief elected or appointed official

* _____
Typed Name & Title of Signatory

* _____
Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Date: _____

*Denotes required fields

END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No _____
Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director/etc.) Ph No.: _____
Mailing Address: _____ Fx No. _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____
Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____
Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____
Mailing Address: _____ Fx No. : _____
(Street Address/P.O. Box) E-Mail Address: _____
(City) (State) (ZIP Code)

* denotes required fields



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
(423)867-7711 • www.eastridgetn.gov

RESOLUTION NO. 3166

AGENDA MEMO

TO: City Council
City Manager

FROM: Josh Love, IT Technician

SUBJECT: Purchase computer and network security service from Waypoint

DATE: July 6, 2021

In the 2022 fiscal year budget \$55,000 was budgeted for Computer/IT Software expenses. I am requesting that the City Council allow \$45,559 of it to be used to purchase services to help improve the security of City's computers and network. The purchase would be through Waypoint Solutions, LLC. Waypoint would provide the service to monitor the City's computers and network called Arctic Wolf. The purchase would be through the National Cooperative Purchasing Alliance which the City is a member of. That membership will allow that service to be purchased at a discounted price and as such the City will not be required to bid it out.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3166

A RESOLUTION OF THE CITY COUNCIL OF THE CITY EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO PURCHASE INFORMATION TECHNOLOGY SERVICES FROM WAYPOINT SOLUTIONS, LLC THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE

WHEREAS, the City wishes to purchase information technology services from Waypoint Solutions, LLC through the National Cooperative Purchasing Alliance (“NCPA”) and

WHEREAS, Waypoint Solutions, LLC would provide the services to monitor the City’s computers and network to help improve the security of the City’s information technology system.

WHEREAS, the cost of the services provided by Waypoint Solutions, LLC is \$45,559.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Mayor, or his designee, is authorized to purchase IT services from Waypoint Solutions, LLC in the amount of \$45,559 through the NCPA.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2021.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



118 Vintage Park Blvd, W414, Houston, TX 77070
 Phone: 832-479-8540

QUOTE

Number AAAQ10916

Date Jun 22, 2021

Bill To

City of East Ridge
 Josh Love
 1517 Tombras Ave
 East Ridge, TN 37412

Phone 423-541-3295
Email jlove@eastridgetn.gov

Ship To

City of East Ridge
 Josh Love
 1517 Tombras Ave
 East Ridge, TN 37412

Phone 423-541-3295
Email jlove@eastridgetn.gov

Account Manager



Darren Orsag
 979-325-0523
 DOrsag@waypointsolutions.com

Contract

NCPA
 NCPA01-96

Notes:

Payment Terms of Net 30

Line	Qty	Description	Unit Price	Ext. Price
1	130	Arctic Wolf MDR User License AW-MDR-USER	\$153.98	\$20,017.40
2	9	Arctic Wolf MDR Server License AW-MDR-SE	\$151.81	\$1,366.29
3	139	Arctic Wolf MDR Log Retention - 90 Days AW-MDR-90Day	\$0.00	\$0.00
4	2	Arctic Wolf 200 Series Sensor AW-MDR-2XX-S	\$2,566.27	\$5,132.54
5	130	Arctic Wolf Managed Risk user- license AW-MR-USER	\$90.00	\$11,700.00
6	9	Arctic Wolf Managed Risk Server- license AW-MR-SE	\$87.11	\$783.99
7	1	Arctic Wolf MDR Onboarding- One Time Fee AW-MDR-OB	\$2,382.84	\$2,382.84
8	1	Arctic Wolf Managed Risk Onboarding- One Time Fee AW-MR-OB	\$1,193.74	\$1,193.74
9	2	SENSOR/SCNR SHIPPING SVCS CLDS ARCTIC WOLF SENSOR/SCNR SHIPPING AW-SHP	\$0.00	\$0.00
10	130	ARCTIC WOLF MANAGED AWARENESS CLDS SVC ARCTIC WOLF MANAGED AWARENESS AW-MSAT-MA	\$22.94	\$2,982.20

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Created on 06/22/21 12:58:07 by Waypoint Business Solutions, LLC

Line	Qty	Description	Unit Price	Ext. Price
			SubTotal	\$45,559.00
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$45,559.00

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Created on 06/22/21 12:58:07 by Waypoint Business Solutions, LLC



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
(423)867-7711 • www.eastridgetn.gov

Amanda C. W. Bowers
Community Involvement Coordinator

RESOLUTION NO. 3167

TO: Mayor and Council; City Manager Dorsey
FROM: Amanda C. W. Bowers, Community Involvement Coordinator
DATE: June 29, 2021
RE: **TML Safety Partners Matching Grant Program FY 22**

For several years, the City has participated in the TML Safety Partners Matching Grant Program. This program is designed to help municipalities purchase safety equipment for their employees in order to help lower or eliminate workplace accidents. This is a 50/50 matching grant program and the purchases needed for the program are things that are currently budgeted, so no additional funds would be necessary. We are eligible for the Class I funding, meaning we will receive up to \$3,000 if we spend a total of \$6,000, thus the 50/50 portion of the grant.

The purchases that make up the grant are items such as: safety work boots, safety glasses, safety gloves, safety green vests and shirts and reflective gear. These are items that the supervisors already budget for and purchase for their employees each year so no additional purchases are necessary. This grant helps us to supply these needed items without putting a strain on our fund balance. Eligible purchases can be made between January 1, 2021 and May 1, 2022. Usually, we have met our purchasing obligation before December of the grant year, allowing us to get our reimbursement in the Spring.

Last year all TML grants were in high demand, as they are first-come-first serve, which is why the short notice on this resolution.

Please let me know if you have any questions. Thank you for your consideration.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY OF EAST RIDGE TO APPLY FOR AND ACCEPT THE PEP RISK MANAGEMENT POOL “SAFETY PARTNERS” MATCHING GRANT PROGRAM

WHEREAS, the safety and well-being of the employees of the City of East Ridge is of great importance; and

WHEREAS, all reasonable efforts shall be made to provide a safe and hazard-free workplace for the City employees; and

WHEREAS, the PEP Risk Management Pool seeks to encourage the establishment of a safe workplace by offering a “Safety Partners” Loss Control Matching Grant Program; and

WHEREAS, the City of East Ridge now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE as follows:

Section 1. The City of East Ridge is hereby authorized to submit an application for the “Safety Partners” Loss Control Matching Grant through the TML Risk Management Pool.

Section 2. If awarded, the City of East Ridge is further authorized to provide a matching sum for any monies provided by this grant.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2021.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



City of East Ridge

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East Ridge, Tennessee 37412
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Department of Building & Codes

RESOLUTION NO. 3168

MEMORANDUM

TO: Mayor & Council
City Manager

FROM: Michael Howell

SUBJECT: Joining the Interlocal Purchasing System - TIPS

DATE: 07/02/2021

The Building and Codes Department is seeking to purchase Open Gov software for permitting, licensing and code enforcement through the TIPS Purchasing Cooperative. The TIPS Program will provide an expanded option for technology goods and services that can be used as a comparative pricing tool with other technology based cooperative programs. There is no fee or other obligation associated with joining TIPS.

RESOLUTION NO. 3168

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
AUTHORIZING PARTICIPATION BY THE CITY
OF EAST RIDGE IN THE TIPS PURCHASING
COOPERATIVE**

WHEREAS, the City Council of the City of East Ridge wishes to conserve resources and reduce the costs of procuring necessary equipment, supplies and services; and

WHEREAS, the TIPS Purchasing Cooperative is a leading national government purchasing cooperative offering competitively solicited contracts to education, government, and nonprofit agencies, saving both time and money; and

WHEREAS, the TIPS bidding and purchasing procedures comply with the purchasing requirements of the Tennessee Code Annotated and the Charter and Ordinances of the City of East Ridge; and

WHEREAS, the Tennessee Interlocal Cooperation Act (T.C.A. §12-9-101 through 12-9-109) authorizes the City of East Ridge to jointly exercise its purchasing powers with any jurisdiction in any state which also authorizes such interlocal agreements.

NOW, THEREFORE, BE IT RESOLVED that the City of East Ridge is authorized to participate in the TIPS Purchasing Cooperative, subject to continued compliance with all State and City of East Ridge statutes, ordinances, rules, and regulations which may apply, as well as the rules and regulations of TIPS.

BE IT FURTHER RESOLVED that this Resolution take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this the _____ day _____ 2021.

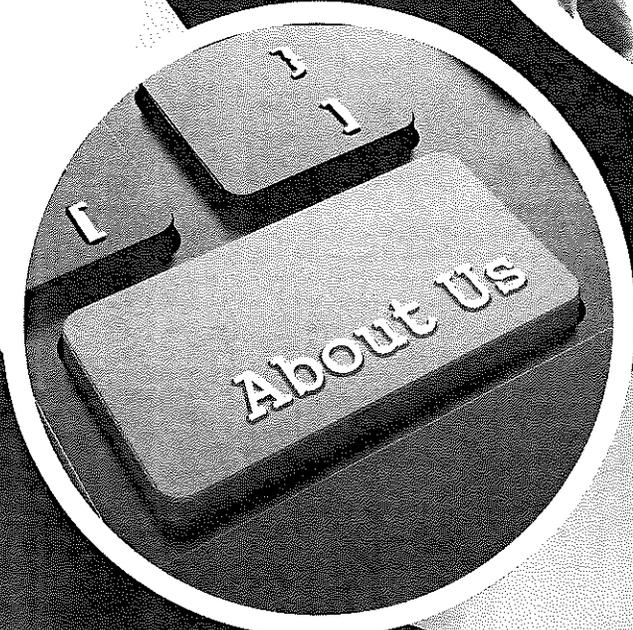
Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



MEMBERSHIP
B E N E F I T S

ABOUT TIPS

Purchasing Cooperative

TIPS is a national purchasing cooperative offering competitively solicited contracts to education government and nonprofit agencies, saving them both time and money. TIPS provides a proven, streamlined process that eliminates the purchasing stress for Members.



www.tips-usa.com

866-839-8477



TIPS MEMBERS

are able to save time and money without the delay and expense because TIPS completes the competitive bid process for you

BENEFITS

Full-Line Contract Solutions

- Choose the products & services desired

Leveraging Relationships

- Select the Vendor desired to purchase from & work with
- TIPS is always available to assist in the process & confirm pricing

Quality Pricing

- Avoid low-bids and low-quality awards.
- Receive national volume, ceiling-based, discounted pricing
- Submit your own RFQ and specs through our Member Portal in one easy step

WHO CAN JOIN

The benefits of using TIPS are available to Education, Government and Non-Profit Agencies



TIPS is the purchasing cooperative of Region 8 Education Service Center, the **Lead Public Agency**.



TIPS has the **legislative authority** to establish contracts for government and education agencies **nationwide**.



Membership is **FREE** with no purchasing obligation or liability. Members gain immediate access to our competitively procured contracts with **quality vendors**.





City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
(423)867-7711 • www.eastridgetn.gov

Office of the City Manager

RESOLUTION NO. 3169

MEMORANDUM

TO: City Council
FROM: Christopher J. Dorsey 
DATE: July 6, 2021
RE: Purchase of Vacant Property for Animal Shelter

The City is currently finishing negotiations with a property owner regarding a vacant parcel of land located at 5302 Stone Street for the purpose of constructing a new Animal Shelter. The cost is expected to be \$125,000. Attached is a resolution and Real Estate Purchase and Sale Agreement.

Sincerely,

Chris Dorsey
City Manager

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE NEGOTIATION OF AND CONTRACTING TO PURCHASE CERTAIN REAL PROPERTY, LOCATED AT 5302 STONE STREET, EAST RIDGE, TENNESSEE, FOR THE PURPOSE OF CONSTRUCTING AN ANIMAL CONTROL FACILITY

WHEREAS, the City of East Ridge has an interest in constructing a new animal control facility to service the citizens of the City; and

WHEREAS, the City has identified property located at 5302 Stone Street, East Ridge, Tennessee (“the Property”) which are collectively for sale by Emerson Properties of TN, LLC for One Hundred Twenty-Five Thousand Dollars (\$125,000.00); and

WHEREAS, the City Council deems it in the best interest of the City and its citizens to authorize the City Manager to explore, negotiate and, if appropriate, purchase the aforementioned property.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to explore, negotiate and enter into the Purchase Agreement, by and between the City of East Ridge and Emerson Properties of TN, LLC, (attached hereto as Exhibit 1) and to take such action as may be necessary to effect a closing of the purchase of said Property, pursuant to the terms and conditions of a Purchase Agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare requiring it.

This resolution is adopted on this the _____ day of _____ 2021

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey City Manager

Approved as to form:

Mark W. Litchford, City Attorney

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of July, 2021 (the "Effective Date"), by and between EMERSON PROPERTIES OF TN, LLC (hereinafter referred to as the "Seller") and THE CITY OF EAST RIDGE, TENNESSEE (hereinafter referred to as the "Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the record owner of fee simple title to certain real property and improvements located at 5302 Stone Street, East Ridge, Tennessee, 37412, Tax Map No. 169J-A-017 and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Seller, on the terms and conditions set forth below, wishes to sell the Property and Purchaser, on the terms and conditions set forth below, wishes to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the premises, and in further consideration of the covenants and benefits flowing between the parties as set forth below, Seller and Purchaser agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell the Property to Purchaser and Purchaser agrees to purchase the Property from Seller for the purchase price and on terms and conditions set forth in this Agreement.

2. Purchase Price. Subject to credits, adjustments and prorations for which provisions are hereinafter made, the total purchase price to be paid by Purchaser to Seller for the Property (the "Purchase Price") shall be One Hundred Twenty-Five and 00/100 Dollars (\$125,000.00 USD) dollars. The total Purchase Price shall be paid by Purchaser to Seller in the following manner:

(a) The Purchase Price or such greater or lesser amount as may be necessary to complete the payment of the Purchase Price after credits, adjustments and prorations, shall be paid to Seller at Closing in immediately available funds.

3. Title.

(a) Within twenty (20) days after the Effective Date, Seller shall cause to be prepared and delivered to Purchaser a commitment for an owner's title insurance policy in a form, and issued by a title insurer and issuing agent, acceptable to Purchaser in Purchaser's discretion (the "Title Commitment"). If Seller fails to timely deliver to Purchaser the Title Commitment then, in addition to Purchaser's other rights and remedies, the Inspection Period shall be automatically extended by one day for each day of delay in the delivery of such item. The Title Commitment shall indicate that title is owned by Seller, free and clear of all liens and encumbrances except for (i) any lien for real estate taxes not yet due and payable; (ii) all matters

that would be shown by an accurate survey of the Property; (iii) all applicable building and zoning laws and regulations; and (iv) the matters to which Purchaser has not objected as described below (the "Permitted Exceptions"). At the Closing, Seller shall cause the issuer of the Title Commitment to issue an owner's title insurance policy insuring that Purchaser is vested with good and marketable fee simple title to the Property, subject only to the Permitted Exceptions. At the Closing, Seller shall execute and deliver an owner's affidavit that will cause the issuer of the Title Commitment to delete the standard exceptions in the Title Commitment, including without limitation parties in possession, unfiled construction liens and unrecorded leases.

(b) If the Title Commitment shows matters that are not satisfactory to Purchaser, Purchaser shall give Seller written notice thereof prior to the expiration of the Inspection Period, and shall state in writing Purchaser's objection to the same. Failure to give such notice within said period shall constitute approval of the Title Commitment and all liens, encumbrances and any other matters reflected therein. Within five (5) days after receipt of any such objections from Purchaser, Seller shall have the right, but shall not be obligated, to cure any objections; except that Seller shall be obligated to cure any such objections that could be cured by the payment of money only. If Seller shall fail within such five (5) day period to cure or commit to cure such objections, then Purchaser may elect within five (5) days thereafter by written notice to Seller, either to (i) terminate this Agreement or (ii) waive all title defects that Seller is unwilling to cure and proceed with Closing hereunder as if said title defects did not exist, except that Seller shall be obligated to cure any such objections that could be cured by the payment of money only. Closing may be extended for up to thirty (30) days in order for Seller to cure any title defect that Seller is obligated or has committed to cure.

4. Investigation.

(a) Purchaser shall have up to and including forty-five (45) days from the Effective Date (the "Inspection Period") within which to conduct an investigation of the Property. For the purposes of conducting this investigation, Purchaser shall have the right, both during the Inspection Period and prior to the Closing Date, to personally or through agents, employees, and independent contractors, to enter upon the Property at any time and from time to time for the purposes of inspecting the Property, making additional surveys, environmental tests, soil tests, topographical studies and conducting such other investigations of the Property that Purchaser deems appropriate in Purchaser's discretion. Within five (5) days after the Effective Date, Seller, at Seller's expense, shall deliver to Purchaser all information in Seller's possession or control relating to the Property, including copies of all surveys, environmental reports, deeds, plats and prior or existing title insurance policies ("Seller's Information"). If Seller fails to timely deliver to Purchaser any of Seller's Information then, in addition to Purchaser's other rights and remedies, the Inspection Period shall be automatically extended by one day for each day of delay in the delivery of such item.

(b) Purchaser may, at any time prior to the expiration of the Inspection Period and for any reason whatsoever in Purchaser's sole discretion, terminate this Agreement by furnishing written notice thereof to Seller and the parties shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement.

5. **Closing.** The sale and purchase transaction contemplated by this Agreement shall be closed (the "Closing"), the Purchase Price paid, and the deed, settlement statement and other closing documents executed and delivered, on a date mutually agreeable to Seller and Purchaser but no later than August 27, 2021 (the "Closing Date"). The Closing shall take place at a location mutually agreeable to Seller and Purchaser.

6. **Conveyance.** Seller shall convey indefeasible marketable fee simple title to the Property to the Purchaser at Closing by General Warranty Deed (the "Deed") free and clear of all liens and encumbrances. The Deed shall transfer all of Seller's interest in and to all licenses, approvals, tenements, hereditaments and appurtenances belonging or in anywise appertaining to the Property, including without limitation of the foregoing, all right, title and interest of Seller in and to any land lying in the bed of any dedicated street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated) in front of or adjoining the Property to the center line thereof.

7. **Allocations and Prorations.**

(a) Seller shall pay all costs of or relating to the Title Commitment, the owner's title insurance policy and any title searches or status of title reports/certificates and updates associated therewith. Purchaser shall pay all costs relating to the recordation of the Deed, including all transfer and recording taxes.

(b) All prorations shall each be made as of 11:59 P.M. local time on the date immediately preceding the Closing Date. Rents, security deposits and common area maintenance deposits (that exist) shall be adjusted ratably as of the time of closing. Real property ad valorem taxes upon the Property assessed for the year in which Closing occurs (regardless of when due and payable) shall be prorated. If the amount of such taxes for the year in which the closing occurs cannot reasonably be determined, the apportionment shall be based at Closing upon the amount of such taxes for the next preceding tax year but shall be readjusted when the amount of such taxes is finally determined. Any back taxes assessed for any year prior to the year in which Closing occurs shall be paid in full by Seller at Closing, including all delinquent and/or interest charges.

8. **Documents to be Delivered at Closing; Possession.**

(a) In addition to the other documents required to be executed and delivered by Seller at Closing, Seller shall execute and acknowledge, where necessary, and deliver to Purchaser the following documents at the Closing:

(i) A No-Lien Affidavit sufficient to eliminate the standard exceptions set forth in the Title Commitment.

(ii) An Affidavit stating that Seller is not a "foreign person" pursuant to Section 1445(b)(2) of the Internal Revenue Code.

(iii) An Affidavit confirming that all of the representations and warranties made by Seller herein are true and correct as of the Closing Date.

(iv) An Assignment, in recordable form, assigning to Purchaser all of Seller's right, title interest, in and to any and all approvals, consents, leases, licenses, agreements, authorizations, certificates and/or permits relating to the Property.

(b) Purchaser and Seller shall each execute and acknowledge, where necessary, and deliver to each other at Closing such additional documents as may be required to consummate the transactions contemplated by this Agreement.

(c) Sole and exclusive possession of the Property shall be granted to Purchaser from Seller at Closing.

9. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that each of the following are true and correct as of the Effective Date and shall be true and correct as of the Closing Date as if such representations and warranties were made on the Closing Date, and each of the following shall be deemed independently material and shall survive the Closing:

(a) Seller owns indefeasible marketable fee simple title to the Property and Seller's execution, delivery and/or performance of this Agreement is not prohibited by and will not cause a default under any other agreement, covenant, document or instrument.

(b) Seller has not received any notice that the continued ownership, operation, use and occupancy of the Property violates any zoning, building, health, flood control, fire or other law, ordinance, order or regulation or any restrictive covenants. Seller has no actual knowledge of violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement, affecting all or any portion of the Property and Seller has received no written notice of any such violation issued by any governmental authority.

(c) There are no parties in possession of all or any portion of the Property, as the case may be, as lessees, tenants at sufferance, licensees or trespassers; or if there are parties in possession, said parties will vacate the Property at or prior to Closing unless otherwise expressly provided herein.

(d) There are no pending condemnation proceedings or other litigation to which Seller is a party affecting the Property or any part thereof, nor has Seller received any written notice that such action is contemplated.

(e) All work, labor, services and materials furnished prior to Closing to or in connection with the Property at Seller's request and any improvements constructed thereon prior to Closing will be discharged by Seller at or prior to Closing, so that no mechanics, materialmen or other lien may constitute a claim against the Property or such improvements.

(f) Seller has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement.

(g) There is not now, any action, suit or proceeding pending, or threatened against or affecting the Property or any portion thereof, or relating to or arising out of the ownership or development of the Property, in any court or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(h) Seller has not granted any license, lease or other right relating to the use or possession of the Property, except as disclosed to Purchaser in writing.

(i) To the best of Seller's knowledge, the Property has never been used for the storage, generation, transportation or disposal of any hazardous or toxic wastes or materials. Seller has not received any notice from any governmental agency or entity or other person or entity that any hazardous or toxic wastes or materials are or may be present in, on, or under the Property. As used herein "hazardous or toxic wastes" shall mean and refer to any substances or materials which are regulated by or subject to regulation by any local, state, or federal agencies or entities, pursuant to any law, statute, ordinance, rule or regulation.

(j) Seller is not in default under any mortgage, deed of trust, note, assignment of rents, loan agreement or other agreement to which Seller is a party and which affects any portion of the Property.

10. Conditions of Closing. Purchaser shall be under no obligation to close any of the transactions contemplated herein unless the following conditions (the "Closing Conditions") shall have been satisfied or the conditions have been waived by Purchaser in writing, at or prior to the Closing:

(a) All of the representations and warranties made by Seller shall be true and correct as of the Effective Date and the Closing Date;

(b) Seller shall have performed and complied with all obligations of this Agreement that are to be performed or complied with by Seller at or prior to Closing;

(c) Seller shall have discharged any and all liens and encumbrances against the Property except the Permitted Exceptions;

(d) The Property or any portion thereof shall not have been damaged by fire or other casualty at any time between the Effective Date and the Closing so as to affect the fair market value of the Property.

11. Default and Remedies. If the sale contemplated by this Agreement is not consummated because of Seller's default, or if any of the Closing Conditions are not satisfied, then Purchaser shall elect as its sole remedy, either (i) to terminate this Agreement and the parties shall have no further rights or obligations hereunder, except for those rights and obligations which expressly survive termination of this Agreement; or (ii) to affirm this Agreement together with any and all remedies available to Seller at law or in equity, including without limitation specific performance of this Agreement.

12. Notices. All notices, consents, approvals, waivers and elections which any party shall be requested or shall desire to make or give under this Agreement shall be in writing and shall be given only by (i) hand delivery, (ii) certified mail, (iii) next day delivery by nationally recognized package delivery service, or (iv) by email. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addresses set forth below, or that a party may otherwise designate in the manner prescribed herein:

AS TO SELLER:

Emerson Russell
Emerson Properties of TN, LLC
32 Emerson Drive
Rossville, GA 30741

AS TO PURCHASER:

City Manager
c/o Christopher J. Dorsey
1517 Tombras Avenue
East Ridge, Tennessee 37412
cdorsey@eastridgetn.gov

WITH A COPY TO:

Mark W. Litchford, Esq.
5726 Marlin Road
Franklin Building, Suite 107
Chattanooga, Tennessee 37411

Notices shall be effective (i) the date such notice is sent if sent by email or personally delivered, (ii) three (3) business days after the date of mailing or (iii) one (1) business day after the date sent by next day delivery. If notice by email is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day. Any written notice, request or demand that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice, request or demand is actually received by the individual to whose attention at the noticed party such notice, request or demand is required to be sent.

13. Time. TIME IS OF THE ESSENCE WITH RESPECT TO ALL MATTERS SET FORTH IN THIS AGREEMENT.

14. Effective Date. The Effective Date shall be the date on which this Agreement is executed by all parties, and such date shall be inserted on the first page hereof.

15. Assignment. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties, provided that Seller may not assign this Agreement or any rights or obligations hereunder without Purchaser's prior written consent and any prohibited assignment shall be absolutely void. Purchaser shall have the right, at any time and on any terms, all in Purchaser's discretion, to freely and absolutely assign, sell, transfer and/or convey any or all of Purchaser's rights, liabilities, obligations, title and/or interest under or relative to this Agreement. Seller shall promptly execute and deliver to Purchaser all such other and further documents, agreements and instruments, and shall do all such other acts or things, as Purchaser may request in Purchaser's discretion, to effectuate any such assignment, sale, transfer and/or conveyance.

16. Survival. Only those provisions of this Agreement which expressly so state shall survive Closing under this Agreement.

17. Attorney's Fees.

(a) If legal action is commenced to enforce any provision of this Agreement (including any amendment, modification or waiver of this Agreement or any of its terms), the substantially prevailing party in any such action shall be entitled to recover its attorneys' fees and expenses through all appellate levels from the non-prevailing party, in addition to any other relief that may be granted. Any award of attorney's fees hereunder shall not be computed according to any court schedule, but, instead, shall be in such amount as to fully reimburse all attorney's fees actually incurred in good faith, regardless of the size of the judgment, since it is the intention of all parties to compensate fully the prevailing party for all attorney's fees paid or incurred in good faith.

(b) Each party shall bear its own legal expenses in connection with the negotiation and closing of this Agreement.

18. Miscellaneous.

(a) In the event of any controversy concerning this Agreement, the same shall be enforceable in a court of equity by a decree of specific performance, and any party against whom such action for specific performance is brought hereby waives the claim or defense in such action that the complainant has an adequate remedy at law. The remedy of specific performance shall, however, be cumulative and not exclusive, and shall be in addition to any other remedy which the parties may have.

(b) No failure of any party to exercise any power given hereunder or to insist upon strict compliance by the other party with its undertakings, duties and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof, shall constitute a waiver by the indulging party of its right to demand exact compliance with the provisions contained in this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor

shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(c) This Agreement constitutes the entire agreement among the parties hereto with respect to the transactions contemplated and supersedes all prior agreements, understandings, and negotiations, both written and oral, among the parties with respect thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

(d) The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Where the context requires, the use of singular references shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding." The section titles, table of contents and list of exhibits appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All references to any party shall mean and include the successors and permitted assigns of such party; to "including" and "include" shall be understood to mean "including, without limitation"; or to the time of day shall mean the time of day on the day in question in CITY, Tennessee, unless otherwise expressly provided in this Agreement. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used.

(e) With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and the parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

(f) This Agreement may be executed simultaneously in one or more counterparts, including without limitation by facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

(h) This Agreement is made and entered into in the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of the State of Tennessee. In the event that any party initiates any legal action or proceeding that relates to this Agreement in

any manner whatsoever, including without limitation any legal action or proceeding regarding the interpretation and/or enforcement of this Agreement, it is agreed that the parties shall be subject to the personal jurisdiction of the State of Tennessee, including any state or federal court sitting therein, and that the exclusive venue for such legal action or proceeding shall be in a court of competent jurisdiction located in Hamilton County, Tennessee.

(i) The parties covenant and agree that, on or after the date of this Agreement, each party shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts and assurances as necessary to effectuate, evidence and consummate the covenants, agreements and transactions made or contemplated herein, including without limitation executing any such documentation as is requested.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the Effective Date.

SELLER:

EMERSON PROPERTIES OF TN, LLC

By: _____

Name: _____

Title: _____

PURCHASER:

CITY OF EAST RIDGE, TENNESSEE

By: _____

Name: _____

Title: _____

EXHIBIT A

SEC 32 SW 1/4 TWP 2S OR 6N R3W

LOCATED IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE
Located in the Southwest Quarter of Section Thirty-Two (32), Township Six (6), North, or Two (2), South, Range Three (3), West of the Basis Line, Ocoee District, to-wit:

BEGINNING in the corner of an old fence line, said point being the Southeast corner of the property conveyed by C.C. Richmond and wife to B.D. Stone and wife dated March 19, 1919, and recorded in Book A, Vol. 15, page 72, of the Register's Office of Hamilton County, Tennessee; thence Westwardly along the South line of the Stone Tract, One Hundred (100) feet; thence North Twenty-Three (23) Degrees East, Three Hundred Eight-Nine (389) feet, more or less, to the South line of a twenty (20) foot alley; thence Eastwardly along the South line of said alley, One Hundred (100) feet; thence South Twenty-Three (23) Degrees West, Three Hundred Ninety-Four (394) feet, more or less, to the Point of Beginning.

For prior title see deed recorded in Deed Book 9253, Page 186, in the Register's Office of Hamilton County Tennessee.

Property known as: 5302 Stone Street, Chattanooga, Tennessee 37412;
Parcel #169J-A-0 17.

**DISCUSS/TAKE ACTION
ON DOG PARK**



June 28, 2021

City of East Ridge
Attn: Janet Middleton
1517 Tombras Avenue
East Ridge, TN 37412

VIA USPS

Re: Mapco Express – multiple locations

- #3680 – 6514 Ringgold Road, East Ridge, TN 37412

Janet,

Please find enclosed the following documents for a Certificate of Compliance for the above referenced location.

- Application; and
- Officer Information.

If you need any additional information, please do not hesitate to email me at Jennifer.maxey@mapcoexpress.com or call me at (615) 423-8807.

Thanks,

A handwritten signature in blue ink that reads "Jennifer Maxey".

Jennifer Maxey,
Licensing Dept.



**CERTIFICATE OF COMPLIANCE – RETAIL FOOD STORE WINE
WITHIN THE CORPORATE LIMITS OF THE CITY OF EAST RIDGE**

Pursuant to Tennessee Code Annotated, Title 57, §57-3-806, this is to certify that:

Name of Applicant:

Corporation Name:

Business Address:

East Ridge	TN	37412
(City)	(State)	(Zip)

Mailing Address:

Franklin	TN	37067
(City)	(State)	(Zip)

Has made application for a Certificate of Compliance to sell retail food store wine in the City of East Ridge, County of Hamilton, State of Tennessee, at
(Street Address of Retail Food Store)

which is within the corporate limits of the City of East Ridge, County of Hamilton, State of Tennessee, has made application for a Retail Food Store Wine license in compliance with the provisions of Tennessee Code Annotated, Section 57-3-806(a). The undersigned has received from the applicant:

- (1) A current background check performed on a national basis which complied with the Fair Credit Reporting Acts standards, or its equivalent, which shows that the applicant in actual charge of the business has not been convicted of a felony within a 10-year period preceding this application; and
- (2) An affirmation from the applicant that the location of this retail store complies with all commercial zoning laws adopted by the City of East Ridge and County of Hamilton.

This _____ day of _____ 20_____ .

Brian W. Williams, Mayor, City of East Ridge

MAJORITY OF THE CITY COUNCIL

Councilmember

Councilmember

Councilmember

Councilmember

Corporation Name: Mapco Express, Inc.

Business Address: 6514 Ringgold Road, East Ridge, TN 37412

As an executive officer of: Mapco Express, Inc

Corporation Name: n/a

Business Address: _____

Mailing Address: _____

As an executive officer of: Mapco Express, Inc

Applicant: 1) Keith A. Slater, Chief Executive Officer

2) James A. Harris, Chief Marketing and Merchanding Officer

3) Andrew M. Heck , Vice President of Operations

Corporation Name: Mapco Express, Inc.

Business Address: 6514 Ringgold Road, East Ridge, TN 37412

Mailing Address: 801 Crescent Centre Drive, Franklin, TN 37067

As an executive officer: n/a



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
(423)867-7711 • www.eastridgetn.gov

Office of City Recorder

AGENDA MEMORANDUM

TO: Mayor and City Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: PERSONNEL BOARD APPOINTMENT

DATE: July 6, 2021

With the passing of Ms. Frances Pope, there is a vacancy on the Personnel Board. This is Councilmember Helton's appointment, and the term is through February 28, 2022.