



Board of Commissioners

February 14, 2019

6:30 PM

City Hall – Massie Chambers

Agenda:

1. Call to order by the Mayor.

Prayer

Pledge of Allegiance

2. Roll call by the Recorder. **3**
3. Reading of the minutes of the January 24, 2019 regular meeting of the Board of Commissioners by the Recorder for approval or correction. **4-5**
4. Comments from citizens. **6**
5. Comments of the City Manager and staff. **6**
6. Reports and comments from committees, members of the Board of Commissioners and other officers. **6**
7. Old Business. **6**
8. New Business. **7**
 - a. Consider Ordinance 19-931, an ordinance amending the City of Goodlettsville Municipal Code Title 14. Chapter 3 Section 2 by deleting a portion of subsection 46 and creating a new subsection 61 as it relates to political signs. **FIRST READING 7-8**
 - b. Consider Ordinance 19-932, an ordinance amending the City of Goodlettsville Municipal Code Title 17. Chapter 1 Section 117 by creating a new subsection (3) as it relates to sanitation fees and delinquent accounts by request. **FIRST READING 9-10**
 - c. Consider Ordinance 19-933, an ordinance amending the City of Goodlettsville Municipal Code Title 9, Chapter 2 by creating a new section 214 as it relates to prohibition of door to door solicitation. **FIRST READING 11-13**
 - d. Consider Resolution 19-836, a resolution approving a contract with CCBCC Operations, LLC for vending drink supply services at all City of Goodlettsville facilities. **14-24**
 - e. Consider Resolution 19-837, a resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner. **25-27**
9. Adjournment. **28**

For more information regarding this agenda, please contact the city recorder by email at:

esimpson@goodlettsville.gov

A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.

105 S. Main Street – Goodlettsville, TN 37072 – 615-851-2200 – Fax 615-851-2212

www.goodlettsville.gov

Roll call by the Recorder.

(January 14, 2019)

	<u>Present</u>	<u>Absent</u>
Mayor Duncan	_____	_____
Vice Mayor Tinnin	_____	_____
Commissioner Anderson	_____	_____
Commissioner Bell	_____	_____
Commissioner Young	_____	_____

DRAFT DRAFT DRAFT
REGULAR MEETING
GOODLETTSVILLE CITY COMMISSION

Date: January 24, 2019

Time: 6:30

Place: City Hall

Present: Jimmy Anderson, Harry Bell, Jeff Duncan, Rusty Tinnin, and Zach Young.

Also Present: Russell Freeman, Tim Ellis, Julie High, Gary Goodwin, Ken Reeves, Kimberly Lynn, Mary Laine Hucks, Rodney Joyner, Greg Edrington, Jeff McCormick, Amy Mitchell, Allison Baker and others.

Mayor Duncan called the meeting to order. Toby Swager offered prayer. Mayor Duncan led the chambers in the pledge of allegiance.

City Recorder Allison Baker called the roll: Mayor Duncan present, Vice Mayor Tinnin present, Commissioner Anderson present, Commissioner Bell present, and Commissioner Young present.

Consider minutes of the January 10, 2019 regular meeting of the Board of Commissioners. Commissioner Bell made a motion to approve the minutes as written. Vice Mayor Tinnin seconded the motion and motion passed 5-0.

No citizen Comments.

City Manager Tim Ellis recognized State Senator Ferrell Haile of our Sumner County portion of Goodlettsville. Senator Haile asked to make a special presentation and City Manager Ellis welcomed him to the stage. Senator Haile recognized former Mayor, John Coombs, stating Goodlettsville was served by a gracious man. He acknowledged and was thankful for his honesty and sincerity welcoming him into the political world. Senator Haile invited Mayor Coombs family to join him on stage. He recognized the family and community's tremendous loss. Senator Hail presented Mrs. Linda Coombs with State Senate Joint Resolution 796, a resolution to honor the memory of Mayor Johns Coombs of Goodlettsville. Sponsored by Senator Dickerson and Senator Haile, adopted April 2018.

Mayor Duncan thanked Senator Haile for the presentation and recognized Mayor Coombs as a wonderful asset to the City of Goodlettsville. Mayor Duncan stated John Coombs was a great leader of his family, of his church and we still miss him to this day.

Consider old business.

Consider Ordinance 19-929, an ordinance amending the City of Goodlettsville Municipal Code Title 16, Chapter 1, Section 112 by deleting Section 112 in its entirety and replacing it with a new Section 112 as it relates to Street Specifications, second reading. Commissioner Young made a motion to consider Ordinance 19-929. Vice Mayor Tinnin seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 19-929.

Consider Ordinance 19-930, an ordinance to amend the fiscal year 2018-2019 budget, second reading. Vice Mayor Tinnin made a motion to consider Ordinance 19-930. Commissioner Bell seconded the motion. Mayor

Duncan commended the effort put forth by the Tourism and Visitor Bureau to acquire grant money as it is very beneficial for our City. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 19-930.

New Business.

Consider Resolution 19-835, a resolution ratifying membership and appointments to the City of Goodlettsville Board of Zoning and Sign Appeals. Mayor Duncan stated the board has a vacancy, as well as an opening available March 6, 2019. Nominees for the openings are Cisco Gilmore and Brian Rager. Commissioner Young made a motion to approve Resolution 19-835. Vice Mayor Tinnin seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 19-835.

With no further business, Commissioner Young made a motion to adjourn. Vice Mayor Tinnin seconded the motion. The meeting was adjourned at approximately 6:42 p.m. with a 5-0 vote.

City Clerk

Mayor Jeff G. Duncan

Comments from citizens.

Comments of the City Manager and staff.

*Reports and comments from committees, members of the
Board of Commissioners and other officers.*

Old Business - **NONE**

New Business



AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville

<u>SUBJECT TITLE:</u> Ordinance 19-931 An ordinance amending the City of Goodlettsville Municipal Code Title 14. Chapter 3 Section 2 by deleting a portion of subsection 46 and creating a new subsection 61 as it relates to political signs. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 19-931 Dept. of Origin: Administration For Agenda of: February 24, 2019 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 19-931

SUMMARY STATEMENT:

An ordinance amending the City of Goodlettsville Municipal Code Title 14. Chapter 3 Section 2 by deleting a portion of subsection 46 and creating a new subsection 61 as it relates to political signs.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommended approval of Ordinance 19-931

ORDINANCE NO. 19-931

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 14, CHAPTER 3, SECTION 2 BY DELETING A PORTION OF SUBSECTION 46 AND CREATING A NEW SUBSECTION 61 AS IT RELATES TO POLITICAL SIGNAGE.

WHEREAS, it has been determined that certain changes the City of Goodlettsville Municipal Code as it relates to Political Signage.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 14, CHAPTER 3, SECTION 2 BE AMENDED AS FOLLOWS:

SECTION I. That subsection 46 be amended by deleting all references to political yard signs.

SECTION 2. That a new subsection 61 be created and entitled:

61. "Political Signage." A temporary sign, that expresses an opinion, feeling or support of view of a particular candidate or referendum.
- a. Signs may not be any larger than thirty-two (32) square feet.
 - b. Signs may not be placed within the right of way of any street, road or highway.
 - c. Signs cannot be located any closer than ten (10) linear feet from the edge of road and curb of any street, road or highway.
 - d. No Political Sign may impede upon any sidewalk.
 - e. No Political Sign may be illuminated.
 - f. Signs may not be attached to fences, trees, street signs or public utility poles.
 - g. Signs may not be erected more than ninety (90) days prior to the election date.
 - h. Signs are to be removed within three (3) days after the conclusion of the election.

SECTION 3. This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

MAYOR JEFF G. DUNCAN

Passed:_____

Passed:_____

CITY CLERK

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville

<u>SUBJECT TITLE:</u> Ordinance 19-932 An ordinance amending the City of Goodlettsville Municipal Code Title 17 Chapter 1, Section 117 by creating a new subsection (3) as it relates to sanitation fees and delinquent accounts by request. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 19-932 Dept. of Origin: Administration / Public Works For Agenda of: February 14, 2019 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 19-932

SUMMARY STATEMENT:

An ordinance amending the City of Goodlettsville Municipal Code Title 17 Chapter 1, Section 117 by creating a new subsection (3) as it relates to sanitation fees and delinquent accounts by request.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommended approval of Ordinance 19-932

ORDINANCE NO. 19-932

AN ORDINANCE AMENDING THE CITY OF GOODLETTSVILLE MUNICIPAL CODE, TITLE 17, CHAPTER 1, SECTION 117 BY CREATING A NEW SUBSECTION 3 AS IT RELATES TO SANITATION FEES AND DELINQUENT ACCOUNTS

WHEREAS, it has been determined that certain changes are needed as it relates to City of Goodlettsville Municipal Code as it relates to Sanitation Fees and Delinquent Accounts, and

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 17, CHAPTER 1, SECTION 117 BE AMENDED AS FOLLOWS:

SECTION I. That a new subsection (3) be created as follows:

- (3) The City of Goodlettsville may suspend all bulk item pick up services and all convenience center drop-off services to any sanitation customer whose sanitation account is delinquent by more than sixty (60) days.

SECTION 2. This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

MAYOR JEFF G. DUNCAN

Passed: _____

Passed: _____

CITY CLERK

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville

<u>SUBJECT TITLE:</u> Ordinance 19-933 An ordinance amending the City of Goodlettsville Municipal Code Title 9, Chapter 2 by creating a new section 214 as it relates to prohibition of door to door solicitation. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 19-933 Dept. of Origin: Administration For Agenda of: February 14, 2019 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 19-933

SUMMARY STATEMENT:

An ordinance amending the City of Goodlettsville Municipal Code Title 9, Chapter 2 by creating a new section 214 as it relates to prohibition of door to door solicitation.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommended approval of Ordinance 19-933

ORDINANCE NO. 19-933

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 9, CHAPTER 2 BY CREATING A NEW SECTION 214 AS IT RELATES TO PROHIBITION OF DOOR TO DOOR SOLICITATION

WHEREAS, it has been determined that certain changes the City of Goodlettsville Municipal Code as it relates to the prohibition of door to door solicitors.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 9, CHAPTER 2 IS AMENDED AS FOLLOWS:

SECTION I. That a new section 214 is hereby created entitled:

214. Prohibition of Door to Door Solicitors.

(1) ALL SOLICITATION PROHIBITED BY POSTING OF “NO SOLICITATION” OR “NO TRESPASSING” SIGN OR STICKER.

(a) No solicitor, whether commercial or noncommercial, shall enter or remain upon any private premises in the City where:

(i) A “No Solicitation” or “No Trespassing” sign is clearly posted or placed at or near the entrance(s) to such premises or, in the case of a multi-family dwelling, at or near the entrance(s) to such individual dwelling

(b) This provision shall apply to all solicitation, including, without limitation, all activities that are religious, charitable or political in nature and all solicitation of newspaper or magazine subscriptions.

(2) NO-SOLICITATION LIST.

(a) The City may establish a no-solicitation list allowing any owner or lawful occupant of any residence within the City to prohibit solicitation at said residence by registering the address with the City. Such registration shall take effect as soon as it is noted on the City’s no-solicitation list.

(b) If the City establishes a no-solicitation list, the City shall maintain and publish on the City’s website and have available at the office of the City Clerk such no-solicitation list consisting of all addresses that have been registered thereon.

(i) Such list shall be made available without charge to any person requesting same. No person shall be required to provide identification as a condition of obtaining a copy of such list.

(ii) The City will make the necessary arrangements to periodically update the no-solicitation list.

(iii) Each address appearing on the no-solicitation list will remain on the list until removed by the occupant.

(c) Each permit holder shall be responsible for obtaining and reviewing a copy of the no-solicitation list immediately upon issuance of a permit under this chapter and at such intervals thereafter as may be reasonably necessary to ensure compliance with the requirements of division (D) of this section.

(d) As of the effective date of the registration of a residential address under division (A) of this section, door-to-door solicitation at such address shall be prohibited until such time, if at all, that the address has been deleted from the no-solicitation list.

(e) Neither the City nor any of its officers, employees, agents or authorized volunteers shall be liable to any person for any injuries, damages or liabilities of any kind arising from or relating to any errors or omissions that may occur in compiling or maintaining the no-solicitation list.

(3) OFFENSE. It shall constitute a general offense against the regulations of the City of Goodlettsville for any person or persons who violates this Chapter

(4) PENALTY. Anyone who is found in violation of this chapter shall be subject to a fine of fifty dollars (\$50.00) per offense for each day of occurrence, regardless of the time period involved, and shall constitute a separate offense under this chapter.

SECTION 2. This ordinance shall take effect forty-five (45) days from and after its final passage, the public welfare requiring it.

MAYOR JEFF G. DUNCAN

Passed: _____

Passed: _____

CITY CLERK

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville

<u>SUBJECT TITLE:</u> Resolution 19-836 A resolution approving a contract with Coca Cola, Bottling for vending drink supply services at all City of Goodlettsville facilities. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 19-836 Dept. of Origin: Administration / Parks For Agenda of: February 14, 2019 Originator: Tim Ellis Cost of Item: \$34,000 Positive
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AGENDA ITEM ATTACHMENTS:

Ordinance 19-836
Contract

SUMMARY STATEMENT:

A resolution approving a contract with Coca Cola, Bottling for vending drink supply services at all City of Goodlettsville facilities.

FINANCIAL SUMMARY:

\$34,000 Positive

RECOMMENDED ACTION:

Staff recommended approval of Resolution 19-836

RESOLUTION NO. 19-836

RESOLUTION AUTHORIZING THE APPROVAL OF A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND CCBCC OPERATIONS, LLC FOR PROVIDING DRINK VENDING SERVICES AT ALL CITY FACILITIES.

WHEREAS, it has been determined that a new drink vending service contract is needed for the City of Goodlettsville;
and

WHEREAS, the City recently accepted Competitive Sealed proposals for such services as authorized by Resolution 15-638; and

WHEREAS, the execution of a contract is needed.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City of Goodlettsville Board of Commissioners hereby approves the aforementioned contract. A copy of this contract is attached to this resolution.

Section 2. The city manager is hereby authorized to execute this contract and any other documents necessary to carry out the intent as provided herein.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Adopted: February 14, 2019

MAYOR JEFF G. DUNCAN

CITY CLERK

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
City of Goodlettsville, Tennessee

THIS CUSTOMER MARKETING AGREEMENT (the “**Agreement**”) is made and entered into as of the 6th day of January, 2019 (the “**Effective Date**”), by and between CCBCC OPERATIONS, LLC, a Delaware limited liability company (“**CCBCC**”), and City of Goodlettsville, a Local City Government (“**Sponsoree**”).

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCBCC and Sponsoree hereby agree as follows:

Product Sale and Distribution.

General. During the term of this Agreement, Sponsoree shall (i) merchandise, advertise, display, vend, sell and otherwise distribute, all at retail, (collectively, hereafter referred to as “distribute” or “distribution”) sparkling and still non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared, including, without limitation, all carbonated soft drinks, noncarbonated drinks, juices and juice drinks, teas and tea drinks, packaged waters, energy drinks, isotonic and sport performance beverages, vitamin/mineral enhanced waters, and nutritional supplement beverages, that are (A) marketed under trademarks or brand names owned or controlled by or licensed for the use of CCBCC or an affiliate and (B) customarily and regularly distributed by CCBCC in the ordinary course under comparable circumstances at the then subject time (the “**Products**”) and (ii) obtain all of its requirements for Products from CCBCC. Sponsoree shall distribute the Products in the manner set forth herein and shall use its best efforts to maximize the sales of, and revenue from, the Products. Such distribution shall be carried out at the locations specified on **Exhibit A** (the “**Locations**”).

Full Service Vending Machine Sales. With respect to self-operated, coin and bill, vending machines placed at the Locations by CCBCC hereunder and identified as “Full Service Vending Machines” on **Exhibit C** (“**Full Service Vending Machines**”), CCBCC shall stock such vending machines in accordance herewith. All Products in such Full Service Vending Machines (and all cash and other proceeds from sales of such Products) shall be at all times the property of CCBCC, and CCBCC shall be responsible for removing from the Full Service Vending Machines all such cash and other proceeds. Sponsoree shall return to CCBCC all such Products and proceeds that might come into Sponsoree’s possession. Sponsoree shall have no right to access any internal areas or parts of such Full Service Vending Machines.

Direct Sales Vending Machines. Except as provided in Section 1(b) above with respect to Full Service Vending Machines, Sponsoree shall stock all self-operated, coin and bill, vending machines, if any, placed at the Locations by CCBCC (“**Direct Sales Vending Machines**” and together with Full Service Vending Machines, “**Vending Machines**”) in accordance herewith. Products sold through Direct Sales Vending Machines shall be purchased by Sponsoree from CCBCC as provided herein and resold by Sponsoree only to retail consumers in the ordinary course of Sponsoree’s operations. Once delivered to Sponsoree, all Products in such Direct Sales Vending Machines (and all cash and other proceeds from sales of such Products) shall be the property of Sponsoree, with Sponsoree having all attendant risk of loss and ownership obligations.

Delivered Bottle, Can and Fountain Sales. In addition to sales through Vending Machines, Products will also be sold at the Locations through cashier assisted (or comparable) cold cases, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and other non-vending machine vehicles of distribution (collectively, for convenience of reference, “**Cold Cases**”). Products sold through Cold Cases shall be purchased by Sponsoree from CCBCC as provided herein and resold by Sponsoree only to retail consumers in the ordinary course of Sponsoree’s operations. Once delivered to Sponsoree, any such Products sold to Sponsoree shall become the property of Sponsoree, with Sponsoree having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Sponsoree. CCBCC shall sell Products to Sponsoree (in the manner provided herein) in such amounts as are reasonably required by Sponsoree, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC, and subject to the minimum sale requirements on **Exhibit B**. CCBCC shall not be liable to Sponsoree for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.

Minimum Required Sales. CCBCC is entering into this Agreement on the basis that Product sales at the Locations will achieve certain targets. Accordingly, the sales of Products through Full Service Vending Machines and/or to Sponsoree for resale through Direct Sales Vending Machines and Cold Cases shall in no event be less than the minimums set forth on **Exhibit B**. Failure to achieve those minimums shall constitute an event of Cause hereunder (as defined in Section 9 below).

Sponsorship Recognition. Sponsoree hereby grants to CCBCC (and the Products) sponsorship recognition and the right to promote (and the cooperation and active involvement of Sponsoree in promoting) CCBCC and the Products in connection with Sponsoree and any activities, functions and event venues operating under the auspices of Sponsoree (“**Related Activities**”). Sponsorship recognition benefits include, without limitation, those set forth on **Exhibit A**. CCBCC shall have the right to identify itself as a “sponsor” of Sponsoree and Related Activities and identify the Products as the “official” or “exclusive” non-alcoholic beverages of Sponsoree and any Related Activities and to use any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by Sponsoree (collectively, the “**Sponsoree Marks**”) on a royalty-free basis during the term of this Agreement. Without limiting the generality of the foregoing, CCBCC shall submit to Sponsoree, and Sponsoree shall have the right to approve within ten (10) days of receipt from CCBCC, which approval shall not be unreasonably withheld or delayed, (i) any concept for any promotional activity undertaken by CCBCC hereunder with respect to Sponsoree or any Location or Related Activity and (ii) any artwork or other items created by CCBCC that incorporate any Sponsoree Marks for use in any such promotional activity. In the event that Sponsoree fails to provide any response to CCBCC within such ten (10) day period, such submission shall be deemed approved by Sponsoree. CCBCC shall have access to the Locations and any Related Activities at all reasonable times for any appropriate purposes hereunder and, with respect to promotions, agrees to comply with any reasonable requirements of Sponsoree regarding operation, placement, set-up and tear-down of CCBCC’s promotional materials.

Exclusivity. In consideration for, and as a material inducement to, CCBCC entering into this Agreement, Sponsoree expressly agrees that, during the term of this Agreement, Sponsoree shall not (i) distribute, or allow any others to distribute, to any person in any manner, for compensation or otherwise, directly or indirectly, any products or supplies on or at the Locations or any Related Activities that are similar to, the same as or comparable to or compete with the Products (“**Competing Products**”) or (ii) grant any similar sponsorship recognition to any Competing Products (or any distributor of Competing Products). In the event that any third party attempts, without CCBCC’s prior written consent, to distribute any Competing Product at the Locations or any Related Activities or to associate any Competing Product with Sponsoree, or to suggest that a Competing Product is endorsed by, or

associated with, Sponsoree, then Sponsoree will promptly take any steps necessary to stop and prevent such actions and to protect the exclusive rights granted to CCBCC under this Agreement.

Sponsorship Fees. During the Initial Term (as defined in Section 9 below) of this Agreement, provided that Sponsoree is in continuous compliance hereunder, CCBCC shall pay to Sponsoree the sponsorship fees and/or rebates set forth on **Exhibit A** ("Sponsorship Fees"). In the event of a breach of this Agreement by Sponsoree, CCBCC shall be under no obligation to make any additional payments to Sponsoree after the date of such breach. Any and all Sponsorship Fees paid by CCBCC prior to such breach shall be immediately refunded to CCBCC by Sponsoree.

Marketing Support. During the Initial Term of the Agreement, so long as Sponsoree is in continuous compliance hereunder, CCBCC shall endeavor to provide annual marketing support in the amount set forth on **Exhibit A** (the "Marketing Support"), provided that CCBCC is not obligated to make cash expenditures up to such amount, and marketing support may include provision of in-kind services or other non-cash assets or benefits or any combination thereof. If, with respect to any year during the Initial Term of the Agreement, CCBCC provides marketing support in an amount that is less than the Marketing Support, the difference between the Marketing Support and the amount of the marketing support actually provided for such year shall roll over to the following year and shall be in addition to the Marketing Support for such following year. If, at the end of the Initial Term, there is any unused Marketing Support, CCBCC shall have no obligation to pay, and shall not pay, the amount of any such unused Marketing Support to Sponsoree. Upon expiration or termination of this Agreement, the marketing program hereunder (e.g., Sponsorship Fees and Marketing Support) will no longer be made available to Sponsoree, and CCBCC shall have no further obligations with respect to such marketing program.

Product Support. During the Initial Term of this Agreement, provided that Sponsoree is in continuous compliance hereunder, CCBCC shall, at no cost to Sponsoree, provide Product support each year in the amount set forth on **Exhibit A**; provided, however, that CCBCC shall not be liable to Sponsoree for failure to provide such Product support where such failure is due to any cause or condition beyond the reasonable control of CCBCC. Sponsoree shall request Product support in writing at least **fourteen (14)** days prior to the desired delivery date, and any such requests shall be for an amount of Product that is equal to or greater than **One Hundred Fifty (150)** cases. For the avoidance of doubt, if, with respect to any year during the Initial Term, Sponsoree fails to request all of the Product support available for such year, the amount of any Product support not requested by Sponsoree shall not carry over to the next year nor shall Sponsoree be entitled to receive any compensation from CCBCC with respect thereto. Sponsoree shall not, and shall not be permitted to, resale any Product provided by CCBCC to Sponsoree pursuant to this Section 6. If, with respect to any year during the Initial Term of this Agreement, Sponsoree requires Product support in excess of the amount set forth on **Exhibit A**, CCBCC shall provide such Product support to Sponsoree; provided, however, that Sponsoree shall purchase such Product support from CCBCC at the then-current prices for the Products.

Prices and Commission.

Product Prices. CCBCC agrees to sell to Sponsoree Products for resale by Sponsoree through Direct Sales Vending Machines and Cold Cases, in accordance with the prices, terms and conditions set forth on **Exhibit B**, during the period in which Sponsoree is in full compliance with the terms and conditions of this Agreement.

Commission on Sales. CCBCC shall pay to Sponsoree a commission on CCBCC's sales of Products through Full Service Vending Machines at the Locations ("**Commission**"), during the period in which Sponsoree is in full compliance with the terms and conditions of this Agreement. Commissions shall be computed and paid in the manner, and subject to the provisions, set forth on **Exhibit B**.

Equipment.

General. CCBCC shall provide and install all Vending Machines, Cold Cases and other equipment necessary and appropriate (in its sole discretion) to distribute the Products at the Locations. Those Vending Machines, along with any Cold Cases and other equipment, if any, provided by CCBCC to Sponsoree (in CCBCC's sole discretion), to assist Sponsoree in Cold Case distribution, are referred to collectively as the "**Equipment**". The initial Equipment at the Effective Date consists of those items set forth on **Exhibit C**. All Equipment is and shall remain the property of CCBCC. Sponsoree shall take no action inconsistent with such ownership and shall cooperate with CCBCC in preserving and evidencing the same, including execution, delivery and filing of financing statements and other documents, as CCBCC may require. Sponsoree agrees that (i) it will maintain a safe environment at the Locations, so as to protect the Equipment from theft and vandalism and (ii) reimburse CCBCC for any loss or damage to any Equipment, other than reasonable wear and tear. Sponsoree will not encumber the Equipment in any manner or permit any attachment thereto. Upon expiration or termination of this agreement, Sponsoree shall immediately return all Equipment or other property of CCBCC and provide access to the Locations for CCBCC's removal of the same (and in no event shall Sponsoree remove or attempt to remove any Equipment without the prior written consent of CCBCC). If Equipment is not returned to CCBCC pursuant to the terms of the immediately preceding sentence, then CCBCC shall submit an invoice to Sponsoree setting forth the replacement cost of any such unreturned Equipment and any costs and expenses incurred by CCBCC (including labor and collection costs) in connection with CCBCC's attempt to remove the Equipment from the Locations. Sponsoree shall pay such invoice in accordance with the payment terms set forth in Part B.2 of **Exhibit B**.

Installation Sites. The Equipment installation sites at the Locations shall be as set forth on **Exhibit C** and as otherwise mutually agreed upon by the parties. The Equipment may not be removed from the installation sites without CCBCC's prior written consent. Sponsoree represents and warrants that electrical service at each installation site is proper and adequate for the Equipment.

Stocking and Maintenance. CCBCC shall stock the Full Service Vending Machines with Products through CCBCC's regular, full service delivery drivers or agents, in accordance with CCBCC's delivery policies in effect, from time to time. CCBCC shall perform maintenance services on the Equipment, at its expense, in accordance with CCBCC's maintenance and repair policies, in effect from time to time, but shall not be liable for damages of any kind arising out of delays in providing service to the Equipment. CCBCC may, at its option, replace or supplement the Equipment during the term of this Agreement. Sponsoree shall provide CCBCC with reasonable access to the Equipment in order to allow CCBCC to stock the Full Service Vending Machines and perform any maintenance services on the Equipment.

Term and Termination. The initial term of this Agreement shall commence on the Effective Date and shall continue until **02/19/2022** (the "**Initial Term**"). This Agreement may be terminated, effective at the end of the Initial Term, by either party giving the other party written notice of termination at least ninety (90) days prior to the end of the Initial Term. If not terminated effective at the end of the Initial Term, this Agreement shall continue in full force and effect thereafter until either party gives the other party written notice of termination of this Agreement at least ninety (90) days prior to the effective date of such termination, as specified in such notice. Notwithstanding the foregoing, this Agreement may be terminated by CCBCC, for Cause, at any time during or after the Initial Term, without notice and effective immediately. "**Cause**" means and refers to (i) a material breach by Sponsoree of this Agreement, including without limitation the exclusivity provisions in Section 3 or (ii) Sponsoree engaging in (A) unethical business practices, (B) conduct detrimental to CCBCC, (C) a misrepresentation of the Products or (D) conduct that creates a conflict of interest with respect to Sponsoree and CCBCC.

Damages Relating to Removal of Equipment. If (a) any piece of Equipment is removed from an outlet or other part of a Location at any time without the prior written consent of CCBCC, or (b) if this Agreement is terminated by Sponsoree in violation of this Agreement or terminated by CCBCC for Cause, then Sponsoree will pay CCBCC the actual cost of removal (including standard shipping and handling charges) and any repair, cleaning and/or remanufacturing of the Equipment necessary for reuse of the Equipment, as well as the unamortized portion of the costs of (i) installation and (ii) non-serialized parts (e.g., pumps, racks, and regulators) and other ancillary equipment installed at the Location(s). The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.

Repayment of Fees Upon Termination. Upon termination of this Agreement, Sponsoree must re-pay to CCBCC any and all paid but unearned funding provided by CCBCC based on the pro-rated portion of such funding allocable to the period from the date of termination to the end of the period for which such funding had been provided. The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.

Representations, Warranties and Covenants. Each of the parties represents and warrants that this Agreement is valid and legally binding upon that party and enforceable in accordance with its terms. Sponsoree represents, warrants and covenants that (i) Sponsoree has the sole and exclusive authority to distribute the Products, and authorize distribution, at the Locations and any Related Activities and to grant the sponsorship rights to CCBCC set forth herein, (ii) Sponsoree has taken all required and advisable action necessary to enter into, and complied with all applicable laws and regulations in entering into, this Agreement and (iii) Sponsoree will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Agreement.

Confidentiality. During the term of this Agreement and for a period of five (5) years immediately following the termination of this Agreement (and for such longer period as may be required to protect trade secrets and comparable rights), Sponsoree shall hold, and shall cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents (collectively, “**Designees**”) to hold, in confidence, unless disclosure is compelled by judicial or administrative process or by other requirements of law (in which case Sponsoree shall give CCBCC written notice of the intended disclosure promptly after becoming aware of such disclosure requirement and prior to the actual disclosure, if possible, so that CCBCC may seek a protective order or other appropriate remedy), all documents and information concerning the business relationship embodied in this Agreement or which CCBCC or its affiliates furnish to Sponsoree in connection with this Agreement, except to the extent that such information can be shown to have been (i) previously known on a nonconfidential basis by Sponsoree, (ii) in the public domain through no fault of Sponsoree or (iii) later lawfully acquired by Sponsoree from sources other than CCBCC or its affiliates; **provided**, that Sponsoree may disclose such information to its Designees in connection with the business relationship contemplated by this Agreement so long as such Designees are informed by Sponsoree of the confidential nature of such information and agree to treat such information as confidential. Upon the termination of this Agreement, Sponsoree shall, and shall cause its Designees to, destroy or deliver to CCBCC, upon request, all documents and other materials, and all copies thereof, obtained by them or on their behalf from CCBCC or its affiliates in connection with this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement, regardless of the date, cause or manner of such termination.

Indemnification. CCBCC agrees to indemnify and hold Sponsoree harmless from and against, and to pay to Sponsoree, any and all losses, claims, demands, liabilities and damages incurred by Sponsoree, including without limitation reasonable attorneys’ fees and court costs, directly arising out of, directly relating to or in connection with, the defective manufacture of the Products. Sponsoree agrees to indemnify and hold CCBCC and any affiliated entity harmless from and against, and to pay to CCBCC, any and all losses, claims, demands, liabilities and damages incurred by them, including without limitation reasonable attorneys’ fees and court costs, arising out of, relating to or in connection with (i) Sponsoree’s negligent or wrongful acts or omissions in the distribution of the Products, (ii) any breach by Sponsoree of any provision of this Agreement or (iii) any confiscation or encumbrance of the Equipment.

Insurance. During the term of this Agreement, Sponsoree shall maintain commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate from an insurer which is A.M. Best Company rated A- or higher. Any such policy shall be endorsed to specifically name CCBCC and its subsidiaries, affiliates, successors and assigns as additional insureds. Sponsoree shall provide any certificates of insurance to CCBCC upon request, and all such certificates shall indicate that thirty (30) days’ prior written notice to CCBCC of cancellation or non-renewal is required.

No License. Nothing contained in this Agreement shall be deemed to grant Sponsoree any right in, or license to, any intellectual property of CCBCC or its affiliates, and Sponsoree shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of CCBCC or its affiliates, without the prior written consent of CCBCC.

Notices. Any and all notices or communications between the parties with respect to this Agreement shall be deemed given when made in writing and delivered by hand or sent by first-class mail (registered or certified, with return receipt requested), overnight courier (guaranteeing next business day delivery) or by facsimile (followed by first class mail confirmation), to the address of the party appearing under its name on the signature page below (or to such other address as may be designated in a notice given hereunder).

Equitable Relief. Sponsoree acknowledges that the rights granted to CCBCC hereunder are special, unique and extraordinary and are of indeterminant value, the loss of which cannot be fully compensated by damages, actions at law or by application of other remedies described herein. Consequently, Sponsoree acknowledges and agrees that, in addition to any other available remedies hereunder, in the event of a breach by Sponsoree of its obligations hereunder, CCBCC shall be entitled to seek and obtain equitable relief, including an injunction requiring the Sponsoree to comply fully with its obligation under this Agreement. Further, CCBCC shall have the right to withhold, and not pay, further Sponsorship Fees or any other amounts that would otherwise become due and payable to Sponsoree hereunder if, and so long as, Sponsoree is in breach of its obligations hereunder.

Miscellaneous. This Agreement shall not be assigned or transferred by Sponsoree without the prior written consent of CCBCC, and any such attempt to assign or transfer this Agreement without the prior written consent of CCBCC will be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No waiver by any party of any breach by another party of any provision hereof shall be deemed to be a waiver of any other breach thereof or as a waiver of any such or other provision of this Agreement. This Agreement is made and executed with the intention that the construction, interpretation and validity hereof shall be determined in accordance with and governed by the laws of the State of North Carolina. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written contracts and understandings with respect to the subject matter hereof. All Exhibits attached hereto are hereby incorporated herein by reference. This Agreement may not be changed or modified orally, but only by an instrument in writing, signed by the parties hereto, which instrument states that it is an amendment to this Agreement. All rights and remedies specified in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether under this Agreement or at law or in equity. Except as equity may require, should any provision of this Agreement or any part thereof be held to be invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or any part thereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair the obligations of a party with respect to the remaining provisions of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement.

Right of First Refusal. For a period of sixty (60) days following expiration or termination of the term of this Agreement, before Sponsoree enters into an agreement with a third party beverage provider or distributor with respect to distribution of non-alcoholic beverages at any of Sponsoree’s retail locations, Sponsoree shall first offer the proposed beverage arrangement to CCBCC on the same terms and conditions as offered by the third party. CCBCC shall have 30 days during which to accept said offer. If CCBCC does not accept said offer within said period, Sponsoree shall be free to accept the third-party offer, provided that Sponsoree shall not enter into a beverage arrangement with such third party or any other third party on terms and

conditions more favorable to the third party than the terms and conditions offered to CCBCC.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

“CCBCC”

CCBCC OPERATIONS, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

4100 Coca-Cola Plaza
Charlotte, NC 28211
Attention:

“Sponsoree”

City of Goodlettsville

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

105 S. Main Street
Goodlettsville, TN 37072
Attention: Tim Ellis

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
City of Goodlettsville Parks**

**LOCATIONS, SPONSORSHIP FEES, MARKETING SUPPORT, PRODUCT SUPPORT AND
SPONSORSHIP BENEFITS**

A. Locations

Customer Number	Name	Address	City	State	Zip
	City Of Goodlettsville	105 S Main Street	Goodlettsville	TN	37072

If, at any time during the term of this Agreement, any Sponsoree or any affiliate of such Sponsoree creates or establishes a new retail location in the franchise territory of CCBCC, then, at the option of CCBCC in its sole discretion, such newly created or established retail location shall be added automatically as a Location hereunder owned or operated by Sponsoree (or its affiliate) and such new Location and Sponsoree (or affiliate thereof) with respect to such Location shall be subject to the terms of this Agreement during the term in all respects. If CCBCC exercises such option, the parties agree to execute any documents, and to take any actions, reasonably requested by a party to further evidence or effectuate the addition of such new retail locations as Locations subject to this Agreement for all purposes hereunder.

B. Sponsorship Fees

The annual Sponsorship Fee during the Initial Term of this Agreement shall be Ten Thousand Dollars/ and 00/100 Dollars (\$10,000.00). Subject to submission of an invoice by Sponsoree to CCBCC, the annual Sponsorship Fee shall be payable in three annual installments by the applicable payment due dates set forth in the chart below.

Agreement Year	Payment Due Dates
<u>Year 1</u>	<u>4/1/2019</u>
<u>Year 2</u>	<u>4/1/2020</u>
<u>Year 3</u>	<u>4/1/2021</u>

C. Marketing Support

The annual Marketing Support during the Initial Term shall have a value of Five Hundred and 00/100 Dollars (\$500.00). CCBCC is not obligated to make cash expenditures up to such amount, and marketing support may include provision of in-kind services or other non-cash assets or benefits or any combination thereof.

D. Product Support

Each year during the Initial Term of the Agreement, CCBCC will provide One Hundred and Fifty (150) cases of Product in [12 ounce cans or 16.9 ounce Dasani Water] at no additional cost to Sponsoree.

E. Sponsorship Benefits

CCBCC shall receive the following sponsorship recognition and support from Sponsoree free of charge, without further payment from CCBCC:

1. **Sampling.** The exclusive right to sample Products at the Locations or Related Activities to the exclusion of Competing Products and any distributors of Competing Products.
2. **Advertising.** The exclusive right to market, promote and/or advertise the Products at the Locations and any Related Activities and CCBCC's sponsorship of Sponsoree and any Related Activities in the marketplace.
3. **Trademarks.** The right to have all Vending Machines, Cold Cases and other Equipment display the trademarks or the brand names of Products owned or controlled by or licensed for the use of CCBCC or an affiliate.

F. Partnership Elements

Initially during this Agreement, CCBCC shall be able to execute and provide the following partnership elements at Sponsoree Locations. Additional partnership elements may be added during Term by mutual agreement. All checked elements shall initially apply.

#	BRAND	✓	PACKAGE	✓	EQUIPMENT	✓	PROFIT DRIVERS	✓	ANCILLARY	✓
1.	Core Sparkling: <i>i.e. COKE, DIET COKE, COKE ZERO, SPRITE, FANTA</i>	✓	20 OZ.	✓	PRIMARY COOLER	✓	EQUIPMENT SET TO STANDARD	✓	CO2	
2.	WATER: <i>i.e. DASANI, Smartwater</i>	✓	FOUNTAIN		SECONDARY COOLER	✓	COMBO DEALS		TRADE MARK CUPS	
3.	ISOTONIC: <i>i.e. POWERADE, POWERADE ZERO</i>	✓	Other CSD Packages i.e. 24oz, 1L, 8oz		PRE/POST MIX		WALL: <i>i.e. MENU BOARDS, VALUE PROPOSITIONS</i>		LIDS	
4.	TEA: <i>i.e. GOLD PEAK, FUZE, HONEST TEA</i>	✓	TAKE HOME Packaging		GOLD PEAK URN/TOWER		COUNTER: <i>i.e. COUNTER TUB, ICE GLORIFIER</i>		TUMBLERS	
5.	3% JUICE: <i>i.e. MINUTE MAID Refresh</i>	✓	1 LITER <i>i.e. CSD, Smartwater, Dasani</i>		CHECK OUT COOLER		TABLE TOPS: <i>i.e. TABLE TENTS, CONDOMINT CADDIES</i>			
6.	ENERGY: <i>i.e. MONSTER, JAVA, FULL THROTTLE, NOS</i>	✓	DROPS <i>i.e. Dasani, Powerade, etc</i>		WATER RACK		FLOOR: <i>i.e. LOBBY STANDS,A-FRAMES</i>			
7.	100% JUICE: <i>i.e. MINUTE MAID</i>	✓	SHOTS <i>i.e. Fuel in the Bottle</i>		COUNTER TOP MERCHANDISER					
8.	ENHANCED WATER: <i>i.e. VITAMINWATER, SMARTWATER</i>	✓								
9.	FLAVORED SPARKLING: <i>i.e. FRUITWATER</i>	✓								
10.	HEALTH/FITNESS BEVERAGES: <i>i.e. CORE POWER, ZICO, YUP</i>	✓								
Other	Glass Bottle		Aluminum Bottles		Mexican Coca-Cola		KID'S JUICE DRINKS (Tum-E Yummies)			

CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
City of Goodlettsville

MINIMUM AMOUNTS, PRICES, DELIVERY FEE, VEND RATES AND COMMISSIONS

A. Minimum Amounts

The minimum amount of Products to be (i) sold by CCBCC to Sponsoree, (ii) purchased by Sponsoree, and/or (iii) sold through Full Service Vending Machines, in each case, during any annual or other defined contractual period hereunder, shall be as follows. If any minimum is not met, the term of the Agreement may be extended, in the sole discretion of CCBCC, until the minimum case requirement is achieved.

Distribution/Sales Method

Direct Sales (BIB)
Full Service Vending Machines
20oz Assorted Drinks

Minimum Cases

230 Gallons
375 CS
1520 CS

B. Prices

1. **Prices and Adjustments.** During the term of this Agreement, CCBCC will sell to Sponsoree the Products, for purposes of Sponsoree reselling such Products through Direct Sales Vending Machines and Cold Cases, as specified herein. For the convenience of the parties, the prices of the Products as of the Effective Date are as follows:

<u>Bottle & Can Products</u>	<u>Price/Case</u>	<u>Price/Unit</u>	<u># Units/Case</u>
20 oz. Carbonated Soft Drinks	\$22.00	\$0.92	24
20 oz. Dasani	\$16.00	\$0.67	24
20 oz. PowerAde	\$21.00	\$0.84	24
20 oz Smart Water	\$30.00	\$1.25	24
12 oz. Cans	\$10.75	\$0.48	24
16 oz. Monster Energy	\$41.50	\$1.73	24
18.5 oz Gold Peak Tea	\$17.25	\$0.72	12
20 oz Vitamin Water	\$30.25	\$1.26	24
10.1 oz. Tum-E Yummies	\$8.75	\$0.73	12
14 oz Core Power	\$30.00	\$2.50	12
14 oz YUP Milk	\$17.00	\$1.42	12
355 ML Premium Craft	\$22.00	\$0.92	24
20 oz Minute Maid Refresh	\$22.00	\$0.92	24
<u>Premix Products</u>	<u>Price/Tank</u>	<u>Price/Tank</u>	<u># Units/Tank</u>
Premix Tank	\$0.00	\$0.00	1
<u>Fountain Products</u>	<u>Price/Box</u>	<u>Price/Gallon</u>	<u># Units/Box</u>
5.0 Gallon Bag-In-Box	\$80.30	\$16.06	5.0
2.5 Gallon Bag-In-Box	\$41.85	\$16.74	2.5
20 lb. CO2	\$30.00	\$0.00	1

The prices for the Products may be adjusted by CCBCC, from time to time, during the term of this Agreement. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, increases in any prices, costs, fees, charges or taxes associated with or applicable to CCBCC's production, acquisition, distribution or sale of the Products.

2. **Invoices and Payment.** CCBCC shall invoice Sponsoree for Products sold to Sponsoree in accordance with CCBCC's usual and customary practices in effect from time to time. Sponsoree shall pay to CCBCC the full amount of such invoices no later than thirty (30) days after the date of the invoice. If Sponsoree fails to pay such amounts as provided herein, Sponsoree shall pay interest on all overdue amounts at the rate of one and one-half percent (1.5%) per month compounded monthly (or such lesser rate as is mandated by applicable law). Sponsoree agrees that it shall pay all of CCBCC's costs and expenses (including reasonable attorney's fees and court costs) incurred by CCBCC in collecting any amount not paid when due hereunder and in otherwise enforcing the terms and conditions of this Agreement. Any failure by Sponsoree to pay an invoice shall constitute a material breach of this Agreement. CCBCC may offset against any Commission, Sponsorship Fees, Marketing Support or other amounts otherwise due from CCBCC hereunder, any such amounts, costs and expenses due to CCBCC in conjunction with such Product sales.

C. Delivery Fee

During the term of this Agreement, Sponsoree shall pay to CCBCC a monthly delivery fee on all Full Service Vending Machines based on CCBCC's delivery fee schedule in effect from time to time. Each quarter during the term of this Agreement,

CCBCC shall deduct the total amount of all monthly delivery fees for such quarter from any Commission otherwise due and payable by CCBCC to Sponsoree for such quarter. Additionally, Sponsoree shall pay to CCBCC a delivery fee on all direct sales deliveries made during the term of this Agreement based on CCBCC's delivery fee schedule.

D. Vend Rates

CCBCC shall have, and shall retain, the sole and exclusive right to set vending prices on all Products sold through the Full Service Vending Machines. For the convenience of the parties, the vend rates of the Products as of the Effective Date are as follows: We will add credit card readers to each machine.

<u>Product</u>	<u>Vend Rates</u>
20 oz. Carbonated Soft Drinks/Dasani	\$1.00
20 oz. PowerAde	\$1.00
20 oz. vitaminwater	\$1.00

E. Commissions

1. **Commission Rates.** During the term of this Agreement, provided that Sponsoree is in continuous compliance hereunder, CCBCC shall pay a monthly Commission to Sponsoree equal to a percentage of Net Sales (as defined below) of the Products sold through the Full Service Vending Machines at the Locations. For the convenience of the parties, the Commission rates as of the Effective Date are as follows:

<u>Product</u>	<u>Commission Rate</u>
20 oz. Carbonated Soft Drinks/Dasani	0%
20 oz. PowerAde	0%
20 oz. vitaminwater	0%
15.2 oz. Minute Maid Juice	0%
12 oz. Cans	0%
16 oz. Full Throttle/NOS	0%

Notwithstanding the foregoing, CCBCC shall not pay, and shall have no obligation to pay, any Commission to Sponsoree with respect to any month during the term of this Agreement if each and every Full Service Vending Machine placed at the Locations fails to generate at least **Forty and 00/100 Dollars (\$40.00)** in Commission for such month.

In addition, the Commission rates may be adjusted by CCBCC, from time to time, during the term of this Agreement. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, gross sales of Products through Full Service Vending Machines at the Locations and the amount of Products purchased by Sponsoree under this Agreement.

2. **Commission Payments.** Commission shall be computed by CCBCC monthly and paid by CCBCC to Sponsoree in quarterly installments no later than thirty (30) business days after the end of each quarter, or otherwise in accordance with the payment policies of CCBCC in effect from time to time. The term "**Net Sales**" means and refers to (i) the total gross sales price for the Products sold through the Full Service Vending Machines at the Locations during the period Sponsoree is in full compliance with the terms and conditions of this Agreement reduced by (ii) bad debts, sales and use taxes, recycling fees, debit or credit card charges, shortages, deposit fees and any refunds, discounts, rebates, returns or allowances made by CCBCC, or losses suffered by CCBCC due to theft, pilferage or vandalism, with respect to Products at the Locations. The determination of Net Sales and entitlement to, and amount of, Commission payments hereunder shall be made by CCBCC in good faith and in accordance with its normal accounting and bookkeeping methods.

CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
City of Goodlettsville

EQUIPMENT

Full Service Vending Machine Listing

Installation Site at the Locations

4- 20 ounce 72" Large Vending machines

Other Equipment Listing

Installation Site at the Locations

6- CCM 1 Door Coolers
1-UR30 1 Door Cooler
3- 6 Valve Post mix Drop Ins



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

SUBJECT TITLE: RESOLUTION 19-837

A resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner.

PRESENTED BY: Tim Ellis, City Manager

Agenda Item: Resolution 19-837

Dept. of Origin: Administration

For Agenda of: February 14, 2019

Originator: Tim Ellis

Cost of Item: Positive Impact

AGENDA ITEM ATTACHMENTS:

Resolution 19-837

SUMMARY STATEMENT:

This resolution would declare certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by trade-in or online auction or any other reasonable manner.

FINANCIAL SUMMARY:

There would be a positive fiscal impact to the city based on the sale of the surplus property.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 19-837.

RESOLUTION NO. 19-837

A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS TO THE NEEDS OF THE CITY OF GOODLETTSVILLE AND CALLING FOR ITS DISPOSAL BY ONLINE AUCTION OR ANY OTHER REASONABLE MANNER.

WHEREAS, occasionally, the City of Goodlettsville owns property that is no longer of use or has value for its intended use; and,

WHEREAS, The City of Goodlettsville foresees no future need or use of said property; and,

WHEREAS, The City of Goodlettsville desires to dispose of said property;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT PROPERTY LISTED IN EXHIBIT 1 OF THIS RESOLUTION IS DECLARED TO BE SURPLUS PROPERTY.

BE IT FURTHER RESOLVED THAT SAID PROPERTY SHALL BE DISPOSED OF BY ONLINE AUCTION OR ANY OTHER MEANS IN ACCORDANCE WITH STATE LAW AND THE CITY'S PURCHASING POLICY.

THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Adopted: February 14, 2019

MAYOR JEFF G. DUNCAN

CITY CLERK

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1

SURPLUS PROPERTY (RESOLUTION 19-837)

- | | | |
|----|---------------------|------------------------|
| 1. | Sears 10" Table Saw | Model Number 113.29809 |
| 2. | Sharp Cash Register | Model Number ER-A320 |

Adjournment