



February 13, 2025

Board of Commissioners
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. Approval of minutes.
 - a. Reading of the January 9, 2025 regular meeting of the Board of Commissioners by the Recorder for approval or correction.
4. Comments from citizens.
5. Comments of the City Manager and staff.
6. Reports and comments from committees, members of the Board of Commissioners and other officers.
7. Consent agenda items.
 - a. Consider Resolution 25-1251, 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.
 - b. Consider Resolution 25-1252, a resolution of the City of Goodlettsville Board of Commission adopting the City of Goodlettsville Cyber Security Policy.
 - c. Consider Resolution 25-1253, a resolution approving an application for a Project Diabetes Grant from the State of Tennessee Department of Health for certain physical fitness improvements within the City of Goodlettsville Parks system.

8. Unfinished Business.
 - a. Consider Ordinance 25-1104, an ordinance of the Board of Commissioners of the City of Goodlettsville, Tennessee amending fees associated with the reconnection of water due to failure to pay wastewater consumer charges.
SECOND READING & PUBLIC HEARING
9. New Business.
 - a. Consider Ordinance 25-1105, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2024-2025 budget, passed by Ordinance 24-1087. **FIRST READING**
 - b. Consider Ordinance 25-1106, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning on the back portion of the property at 528 Moncrief Avenue from R25 Low Density Residential to Agricultural. **FIRST READING**
 - c. Consider Resolution 25-1254, a resolution authorizing the application for a Local Parks and Recreation Fund Grant and further authorizing the city manager to procure professional assistance for preparing the grant application and for project administration if awarded, as it relates to traffic flow and pedestrian improvements at Moss-Wright Park.
 - d. Consider Resolution 25-1255, a resolution accepting the City of Goodlettsville Parks and Recreation Master Plan of 2025.
 - e. Consider Resolution 25-1256, a resolution to ratify and approve the issuance of an emergency purchase order for the replacement of the boiler system at Goodlettsville City Hall.
 - f. Consider Resolution 25-1257, a resolution approving a contract with Coca Cola, Bottling for drink supply services at all City of Goodlettsville facilities.
 - g. Consider Resolution 25-1258, a resolution recognizing the valiant actions of Jackson Andrews.
10. Adjournment.

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

abaker@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



Board of Commissioners

January 9, 2025

6:30 PM

City Hall - Massie Chambers

Minutes:

Present: Jimmy D. Anderson, Jennifer Duncan, Cisco Gilmore, Rusty Tinnin, and Jesse Walker.

Absent: None.

Also Present: Tim Ellis, Allison Baker, Sarah Jennings, Addam McCormick, Gary Goodwin, Kimberly Lynn, Julie High, Mary Laine Hucks, Ken Reeves, Russell Freeman, Jeff Duncan, and Adele Watts.

Mayor Rusty Tinnin called the meeting to order. Pastor Philip Smith offered prayer and Mayor Tinnin led the chambers in the pledge of allegiance.

City Recorder Allison Baker called the roll: Mayor Tinnin present, Vice Mayor Duncan present, Commissioner Anderson present, Commissioner Gilmore present, Commissioner Walker present.

Consider the minutes of the December 12, 2024 regular meeting of the Board of Commissioners for approval or correction. Vote was then taken which resulted in a 5-0 vote to approve the minutes as written.

Comments from citizens.

Comments of the City Manager and staff.

City Manager Tim Ellis announced the closing of city facilities on Friday, January 10th due to the incoming inclement weather.

Assistant City Manager Julie High introduced Wade Craycraft with Blankenship CPA. He then presented the Fiscal Year 2024 Audit.

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

Commissioner Jesse Walker commented for everyone to stay safe during the snow event and advised people not to go out on the roads.

Vice Mayor Duncan preemptively thanked all the staff that will be working during the snow event.

Consent agenda items.

Consider Unfinished Business.

Consider Ordinance 24-1098, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of a property on Graves Road from R7, High Density Residential to RLSPUD, Residential Limited Scale Planned Unit Development and Preliminary Master Plan approval, second reading and public hearing. Commissioner Gilmore made a motion to consider. Vice Mayor Duncan seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. There was discussion regarding the layout. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 24-1098.

Consider Ordinance 24-1100, an ordinance to amend the Zoning Ordinance to define and include regulations for specialty smoke and vape shops and similar materials, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 24-1100. Commissioner Anderson seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 4-1 vote to approve Ordinance 24-1100 with Commissioner Walker voting no.

Consider Ordinance 24-1101, an ordinance to amend the Zoning Ordinance to permit additional commercial uses in the INT, Interchange Overlay for the I-65 Exit 98 Louisville Hwy 31W Overlay Section, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 24-1101. Commissioner Walker seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 24-1101.

Consider Ordinance 24-1102, an ordinance to amend the Zoning Ordinance to define a reduction in the minimum lot width of commercial zoned lots including a shared driveway access easement, second reading and public hearing. Commissioner Anderson made a motion to consider Ordinance 24-1102. Commissioner Gilmore seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 24-1102.

Consider Ordinance 24-1103, an ordinance of the Board of Commissioners of the City of Goodlettsville establishing the recovery of costs by fees from users of fire protection and emergency medical services, second reading and public hearing. City Manager Ellis stated this will not charge city residents. It will charge non-residents and will be done by a third party. Commissioner Anderson made a motion to consider Ordinance 24-1103. Commissioner Gilmore seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed ordinance, the public hearing was closed. Commissioner Walker wanted to make sure it was communicated to citizens that they would not be charged. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 24-1103.

Consider Resolution 24-1244, a resolution pursuant to the authority granted by Section 6-54-11 of the Tennessee Code Annotated, and in accordance with the internal and compliance

manual for Tennessee Municipalities authorizing appropriations for financial donation in the amount of \$5,000.00 to the Goodlettsville Area Chamber of Commerce, a non-profit civic organization whose services benefit the general welfare of the residents of Goodlettsville, public hearing. Commissioner Gilmore made a motion to consider Resolution 24-1244. Vice Mayor Duncan seconded the motion. The public hearing was opened. Chamber President and CEO Adele Watts addressed the board. She thanked the City for their membership investment and showcased the tangible power and growth of the Chamber over the last year. The public hearing was closed. Commissioner Walker thanked Mrs. Watts and stated it is great to see the numbers and is impressive. Vice Mayor Duncan voiced her appreciation as well. Commissioner Gilmore thanked Mrs. Watts for her work. Vote was then taken which resulted in a 5-0 vote to approve Resolution 24-1244.

Consider New Business.

Consider Ordinance 25-1104, an ordinance of the Board of Commissioners of the City of Goodlettsville, Tennessee amending fees associated with the reconnection of water due to failure to pay wastewater consumer charges, first reading. Vice Mayor Duncan made a motion to consider Ordinance 25-1104. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1104.

Consider Resolution 25-1248, a resolution authorizing the execution of an agreement between the Madison Suburban Utility District and the City of Goodlettsville as it relates to consumption readings of Madison Suburban Utility District water meters within the corporate limits of the City of Goodlettsville. Vice Mayor Duncan made a motion to consider Resolution 25-1248. Commissioner Walker seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 25-1248.

Consider Resolution 25-1249, a resolution of the City of Goodlettsville Board of Commissioners approving an agreement with the State of Tennessee Department of Transportation for an intergovernmental Communications Resource License Agreement. Commissioner Anderson made a motion to consider Resolution 25-1249. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 25-1249.

Consider Resolution 25-1250, a resolution authorizing the execution of an agreement between Jowers Cleaning Services and the City of Goodlettsville as it relates to cleaning services of city facilities. Commissioner Gilmore made a motion to consider Resolution 25-1250.

Commissioner Anderson seconded the motion. Commissioner Walker commented on not being a fan of contracting this out for all city facilities and is concerned about quality. He also stated concerns about the references and if any were provided that were longer than one year. Vote was then taken which resulted in a 4-1 vote to approve Resolution 25-1250 with Commissioner Walker voting no.

With no further business, Commissioner Anderson made a motion to adjourn. Vice Mayor Duncan seconded the motion. The meeting adjourned at approximately 7:16pm with a 5-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 25-1251 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. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 25-1251 Dept. of Origin: Administration For Agenda of: February 13, 2025 Originator: Tim Ellis Cost of Item: Positive Impact
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AGENDA ITEM ATTACHMENTS:

Resolution 25-1251

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 25-1251.

RESOLUTION NO. 25-1251

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.

MAYOR RUSTY TINNIN

Adopted: February 13, 2025

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1 (RESOLUTION 25-1251)

Zebra Scanner GK420t
AT&T 1070 Phone
WD Easystore 4TB Modem
Dell Multi Disc Copier
30 Police Car Snow Tires (no longer needed as fleet is primarily AWD)
1200A Bunker rake
Electric concrete saw
700# seed spreader
4- old volleyball light fixtures
Scaffolding
Tractor tires and rims
Miscellaneous electric pipe and fittings
Walkboards
Leaf vacuum
Lenovo monitor
Police Department Rifle – Remington 700 Sniper Rifle Caliber 308 Serial # C6636706
Weed eaters
Blowers
Big wreath

FOUND - UNCLAIMED PROPERTY
DATE

GPD #	ITEM DESCRIPTION
21-26763	Phoenix Arms .22 Long Rifle Serial # 4472068
21-35101	Springfield XD 9MM Serial# XD907549/w ammo
22-08539	Glock 17 9mm Serial# BTMT033
22-09429	Haskell .45 Serial #034278
22-21689	Glock 19 9mm Serial # BUNVV844/w ammo
22-21837	Bersa .380 Pistol Serial #B13700 w/ammo
22-24835	Tactical BB Gun
23-04031	Ruger .380 Serial#375-51210 w/ holster, magazine, ammo
23-06662	Taurus g2 9mm Serial#TKY01967
23-11894	RG 23 .22 LR Serial #T449306 w/ammo
23-16979	Hi- Point C9 9mm Serial #P1842572 w/magazine, ammo
23-22613	Taurus 9mm w/mag and ammo
23-33459	Taurus Spectrum .380 Serial# 1F176339 w/holster, mag, ammo
23-35510	Taurus G4 9mm Serial #1GC10450 w/mag and ammo
23-39540	Glock 26 Serial #MSW351 w/mag and ammo
24-00722	Hi- Point C9 9mm Serial #P40048654 w/ ammo
24-00812	Walther P22 Serial #WA079276 w/mag
24-01201	Fabrique Nationale D'Armes 9mm Serial #595396 w/ammo
24-01156	Taurus G3C 9mm w/mag and ammo
24-01664	Glock 43X 9mm Serial #CCLT000 w/mag and ammo
24-01777A	Sig Mauser M2 40mm Serial #MC005657 w/mag and ammo
22-00296	.380 Ammo
21-31532	.45 Ammo
21-28006	32 Long ammo
24-02467	9mm and 40 ammo
23-18064	9mm bullets
21-35055	<u>9mm ammo</u>
21-09628	9mm ammo
23-19845	9mm bullet
24-01698	9mm bullet



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 25-1252 A resolution of the City of Goodlettsville Board of Commission adopting the City of Goodlettsville Cyber Security Policy. <u>PRESENTED BY:</u> Tim Ellis, City Manager Julie High, Assistant City Manager	Agenda Item: Resolution 25-1252 Dept. of Origin: Administration For Agenda of: February 13, 2025 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 25-1252

SUMMARY STATEMENT:

A resolution of the City of Goodlettsville Board of Commission adopting the City of Goodlettsville Cyber Security Policy.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 25-1252.

RESOLUTION 25-1252

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSION ADOPTING THE CITY OF GOODLETTSVILLE CYBER SECURITY POLICY.

WHEREAS, the Board of Commissioners of the City of Goodlettsville, Tennessee wish to extend the effectiveness of the current City of Goodlettsville Cyber Security Policy: and,

WHEREAS, the current Cyber Security Policy was originally approved by Resolution 23-1113; and,

WHEREAS, the City of Goodlettsville desires to extend the effectiveness of the Cyber Security Policy for utilities and all city operations.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE:

Section 1. The City of Goodlettsville Board of Commissioners adopts and approves extending the City of Goodlettsville Cyber Security Policy as shown in Exhibit I of the Resolution.

Section 2. This Resolution shall take effect fifteen days from its final adoption, the welfare of the City of Goodlettsville requiring it.

Date Adopted: February 13, 2025

Mayor Rusty Tinnin

Attest

City Recorder

Approved as to form and legality

City Attorney



City of Goodlettsville

Sensitive Information and Cyber Security Policy

DATE ADOPTED: February 13, 2025

Section 1: Common Policy Elements

Purpose (1.01)

The City of Goodlettsville (City) recognizes that information and associated systems/applications are a key asset and must be securely protected. Therefore, the following policy is to ensure that all data systems are properly safeguarded within a secure environment.

The City's information exists in many forms, such as:

- Data stored in external systems managed by Third Party Service Providers, multi-tenant cloud platforms, and general software;
- Data stored on computer disks and other storage media;
- Data transmitted across the networks;
- Information printed or written on paper or
- spoken in conversations in person or over the telephone.

Protection of information and information systems is essential for the City of Goodlettsville to maintain its reputation as a trusted and respected government organization. This document sets the direction for the city's cyber security and information technology security.

Enforcement (1.02)

This policy applies to all personnel employed by the city, any person or organization contracted to or acting on behalf of the city and any person or organization employed to work on the city's premises or facilities and all activities of the city.

Technology Resource Administrator Designee (1.03)

The City Manager will be responsible for the appointment of the Technology Resource Administrator. It is his/her responsibility for establishing and managing the security of all systems.

Exceptions (1.04)

Not all departments in the city have the same technological advances. While the policies reflect current technology and security advances, technologies in some departments may not be of immediate compliance with the policy. Use of such technologies must be reviewed by the Technology Resource Administrator.

Section 2: Information Security

Commitment Statement (2.01)

Information is a valuable City asset and must be protected from unauthorized disclosure, modification, or destruction. Prudent information security policies and procedures must be implemented to ensure that the integrity, confidentiality and availability of City information are not compromised.

Security Responsibility, Review and Evaluation (2.02)

The Technology Resource Administrator is responsible for establishing and managing the security of all systems. Technology Resources will, as needed, but at a minimum on an annual basis review the most current best practices regarding the use of technology and will amend procedures, and/or controls to reflect the most appropriate solution for security of city information.

User Responsibility (2.03)

City technology resources are provided to authorized users to facilitate the efficient and effective performance of their duties in a secure electronic environment. It is the responsibility of every user to ensure that such resources are not misused and to adhere to all City security policies and procedures.

Section 3: Risk Assessment

Risk assessments are performed periodically across city information system environments to determine, address, and mitigate security threats.

Section 4: Organizational Security

Management Commitment (4.01)

City management is fully committed to actively supporting security within the organization through clear direction and acknowledgment of information security responsibilities.

Allocation of Information Security Responsibilities (4.02)

The Technology Resources Administrator will be the contact for all technology security related matters; however, departments may designate a security liaison to serve as the primary point of contact to the Technology Resources Administrator. Departments may also implement additional procedures as necessary to meet City security requirements.

Security of Third-Party Access (4.03)

All prospective third-party agents will be provided with a copy of the City's Information Security Policies and will be required at all times to comply with said policies. When third-party agents have access to City-owned technology resources, they must observe the same standards as City employees. When third-party agents are working in a city environment without being directly supervised, City employees must be vigilant about logging off sessions, logging out or securing PC access, and keeping paper information properly discreet.

Section 5: Asset Classification and Control

Ownership of assets (5.01)

All information and assets associated with information processing will be owned by designated City staff. The asset owner will be responsible for ensuring that information and assets associated with information processing facilities are appropriately classified; and reviewing access restrictions and classifications, taking into account applicable access control policies.

Acceptable Use of Assets (5.02)

City information technology resources are provided to authorized users to facilitate the efficient and effective performance of their duties. The use of such resources imposes certain responsibilities and obligations on users and is subject to City policies. Departments may establish more stringent procedures consistent with this document. The City reserves the right to retrieve and read any data composed, transmitted or received through online connections and/or stored on City equipment.

Data Classification (5.03)

All City information and information entrusted to the city from outside agencies falls into one of three sensitivity classifications:

- **CONFIDENTIAL** – This category includes protected health information as defined by HIPAA, and similar information. Access to confidential information must be tightly controlled based on need to know. Except as specifically allowed by HIPAA and other federal and state laws, disclosure to other parties is not allowed, and may result in significant civil and criminal penalties.
- **RESTRICTED** – This is the default classification for any information not specifically designated. Disclosure of restricted information could cause harm to the general health, safety and welfare of affected parties. This information will be disclosed to third parties only if reviewed by the appropriate body and, if approved for disclosure, a confidentiality or non-disclosure agreement has been signed.
- **PUBLIC** – Examples include any data deemed applicable under the Tennessee Public Records act. This information has been explicitly approved by the city as suitable for public dissemination.

Section 6: Physical and Environmental Security

Secure Areas (6.01)

Access to any City data center, network operations center, or telecommunications or other similar information processing facility will be restricted and physically controlled. Access to any office, computer room, or work area that contains confidential information will be physically restricted.

Equipment Security (6.02)

Production systems, including, but not limited to servers, network equipment, and telephone systems will be located within a physically-secured area. Appropriate precautions including removing or encrypting sensitive or confidential data will be taken when sending equipment offsite for maintenance.

Section 7: Network Administration and Security Management

Connection Approval (7.01)

Devices connected to and any connections, inbound or outbound, should only be used and managed by city owned computer assets. Exceptions are

only be granted by management. Unapproved devices can be disconnected and confiscated without notification.

Firewalls (7.02)

Firewalls should be deployed to restrict inbound and outbound connections to the City of Goodlettsville's network. Firewall configuration requirements should be in place that restrict connections between networks that are not managed by the City of Goodlettsville and any system or components that contain sensitive or confidential data. Personal firewalls should be implemented on a laptop or employee-owned computers with direct access to the Internet and the City network, and the firewall configurations cannot be altered by the end users.

Wireless Security (7.03)

Proper security controls, such as authentication, logging, and encrypted transmission should be used for wireless devices. Additionally, processes should be in place to detect rogue access points, manage users, and monitor access point usage.

Backups (7.04)

The City performs regular backups of user files stored on the City's file servers and storage media that are centrally managed by the City's Technology Resource Administrator. This process will be coordinated in conjunction with the City's User departments based on their individual business needs. The backups occur at primary and secondary locations to ensure that the information and media is safely secured.

Section 8: Media Handling and Disposal

Media Storage and Handling (8.01)

All media will be stored in a safe, secure environment, in accordance with manufacturers' specifications. Where necessary, authorization will be required for media removed from the City and a record of such removals will be kept in order to maintain an audit trail.

Disposal of Data/Media (8.02)

When Data/media is worn, damaged or otherwise no longer required under public record requirements, it will be disposed of in a secure manner according to MTAS Records Retention Guidelines. To prevent the compromise of confidential information through careless or inadequate disposal of computer media, formal procedures will be established for secure media disposal.

Section 9: Access Control

Access Authorization (9.01)

All confidential information will be protected via access controls to ensure that it is not improperly disclosed, modified, deleted, or rendered unavailable. A supervisor and/or manager will initiate the user access approval process, and the privileges granted will remain in effect only until the employee's job function changes or the employee leaves the employment of the City.

Clear Desk & Screen Policy (9.02)

Departments that process confidential information will consider adopting a clear desk policy for paper and removal of storage media and a clear screen policy, in order to minimize the risks of unauthorized access to and loss of such information. Users must also consider turning off computers at the end of each day.

Password Policy and Guidelines (9.03)

All individuals are responsible for safeguarding their system access login and password credentials. Passwords must not be shared with or made available to anyone. They must never be left in a location easily accessible or visible to others. Individuals must never leave themselves logged into an application or system where someone else can unknowingly use their account. The use of power-on passwords and password-protected screensavers will be required where the PC or any device that contains confidential information. Some users must adhere to regular password changes to help prevent an attacker from making use of a password that may have been discovered or otherwise disclosed.

Section 10: Management Responsibility and Training

All department directors should attend annual security and review training because management responsibilities will include making sure that employees are properly trained on information security awareness and remain vigilant against fraudulent activities. Such activities could include malicious emails that could contain attachments causing potential threats. The user is held to some responsibility, but it is the department director's responsibility to make sure the employee is properly trained on how to recognize and avoid such incidents.

Section 11: Incident Response Plan & Reporting

Any suspected or observed breaches of confidential or restricted information must be reported to the Technology Resource Administrator and appropriate supervisor immediately. The information gained from the evaluation of information security incidents will be used to identify recurring or high impact incidents

Purpose (11.01)

The purpose of this Incident Response Plan is to outline the responsibilities for responding to "information security incidents". "Information security incident" means an actual or reasonably suspected event that has one or more of the following consequences:

- Loss of theft of sensitive information
- Unauthorized use, disclosure, acquisition of or access to, or other unauthorized processing of personal information that may reasonably compromise the privacy or confidentiality, integrity, or availability of sensitive information; or
- Unauthorized access to or use of, inability to access, loss or theft of, or malicious infection of the City of Goodlettsville's IT systems or third-party systems that reasonably may compromise the privacy or confidentiality, integrity, or availability of sensitive information.

Goals (11.02)

Specifically, the City of Goodlettsville's goals for this incident response plan is to define the cyber incident response process and provide step-by-step guidelines for establishing a timely, consistent, and repeatable incident response process and mitigate or minimize the effects of any information security incident on the City of Goodlettsville, its customers and employees.

Accountability and Internal Procedures (11.03)

Any suspected or observed breaches of confidential or restricted information must be reported to the Technology Resource Administrator and appropriate supervisor immediately.

Upon identification of an information security incident, the Technology Resource Administrator or appropriate qualified IT personnel shall move quickly to perform the following steps, as applicable:

A) Securing the City of Goodlettsville's operations

1. Secure systems and fix vulnerabilities that may have caused the breach.
2. Secure physical areas potentially related to the breach. Lock them and change access codes, if needed.
3. Mobilize a breach response team to prevent additional data loss. The exact steps to take depend on the nature of the breach, but should normally include forensics, legal, information security, information technology, operations, human resources, communications, and executive management.
4. Consider hiring independent forensic investigators to help determine the source and scope of the breach. They will capture forensic images of affected systems, collect and analyze evidence, and outline remediation steps.
5. Consult with legal counsel and consider hiring outside legal counsel with privacy and data security expertise to advise on federal and state laws that may be implicated by a breach.
6. Stop additional data loss by taking all affected equipment offline immediately, but don't turn any machines off until forensic experts arrive.
7. Closely monitor all entry and exit points, especially those involved in the breach.
8. Update credentials and passwords of authorized users. If a hacker steals credentials, systems will remain vulnerable until those credentials are changed, even if the hacker's tools have been removed.
9. Remove improperly posted information from the web. If the incident involved personal information improperly posted on your website, immediately remove it. Be aware that internet search engines store, or "cache," information for a period of time. Contact the search engines to ensure that they don't archive personal information posted in error.
10. Search online for exposed data to make sure that no other websites have saved a copy. If you find any, contact those sites and ask them to remove it.
11. Interview employees who discovered the breach. Also, talk with anyone else who may know about it.
12. Do not destroy any forensic evidence during your investigation and remediation.

B) Remediate weakness and fix vulnerabilities

1. If third parties were involved in the information security incident, examine what personal information they can access and decide if their access privileges need to change. Also, ensure they are taking the necessary steps to prevent another breach from occurring. If your service providers say they have remedied vulnerabilities, verify that they really fixed things.
2. Work with forensics experts to analyze whether any network segmentation plan was effective in containing the breach and make changes as necessary.
3. Find out if measures such as encryption were enabled when the breach happened.
4. Analyze backup or preserved data.
5. Review logs to determine who had access to the data at the time of the breach and analyze who currently has access. Then determine whether that access is needed and restrict access if it is not.

C) Notify appropriate parties

The Technology Resource Administrator, in conjunction with competent legal counsel and management, shall work together to determine applicable breach notification laws. Depending on the circumstances and types of information involved in the incident, there may be several laws or regulations that apply, or none at all.

Evaluation of Incident Response Plan (11.04)

Following any information security incident, the Technology Resource Administrator shall determine whether changes to this incident response plan are necessary and shall make such changes, as necessary, to improve the future handling of information security incidents. Technology Resource Administrator shall consider the City of Goodlettsville's effectiveness in detecting and responding to the incident and identify any gaps or opportunities for improvement. Technology Resource Administrator shall also seek to identify one or more root causes for the incident and, according to risk, shall recommend appropriate actions to minimize the risks of recurrence.



AGENDA SUMMARY SHEET

Board of Commissioners City of Goodlettsville, Tennessee

SUBJECT TITLE: RESOLUTION 25-1253

A resolution approving an application for a Project Diabetes Grant from the State of Tennessee Department of Health for certain physical fitness improvements within the City of Goodlettsville Parks System.

PRESENTED BY: Tim Ellis, City Manager
Sarah Jennings, Parks & Rec Dir.

Agenda Item: Resolution 25-1253

Dept. of Origin: Parks and Recreation

For Agenda of: February 13, 2025

Originator: Sarah Jennings

Cost of Item: \$150,000 per year for 3 years.
No cash match required.

AGENDA ITEM ATTACHMENTS:

Resolution 25-1253

SUMMARY STATEMENT:

A resolution approving an application for a Project Diabetes Grant from the State of Tennessee Department of Health for certain physical fitness improvements within the City of Goodlettsville Parks System.

FINANCIAL SUMMARY:

\$150,000 per year for 3 years with no cash match required.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 25-1253.

RESOLUTION NO. 25-1253

A RESOLUTION APPROVING AN APPLICATION FOR A PROJECT DIABETES GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH FOR CERTAIN PHYSICAL FITNESS IMPROVEMENTS WITHIN THE CITY OF GOODLETTSVILLE PARKS SYSTEM.

WHEREAS, the State of Tennessee Department of Health is currently accepting applications for the Project Diabetes Grant Program, with an award not requiring a cash match; and,

WHEREAS, the City of Goodlettsville is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of the City of Goodlettsville that this grant application be approved and submitted.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE.

Section 1. That the City of Goodlettsville's application for the Project Diabetes Grant, with an award of up to \$150,000 per year for 36 months, for certain improvements to provide better accessibility to physical fitness facilities.

Section 2. The City Manager is hereby authorized to sign all necessary documents associated with the Project Diabetes Grant application.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

Passed this 13th day of February 2025.

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 25-1104</u> AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING FEES ASSOCIATED WITH THE RECONNECTION OF WATER DUE TO FAILURE TO PAY WASTEWATER CONSUMER CHARGES. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 25-1104 Dept. of Origin: Administration For Agenda of: February 13, 2025 Originator: Tim Ellis Cost of Item: Minimal
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AGENDA ITEM ATTACHMENTS:

Ordinance 25-1104

SUMMARY STATEMENT:

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING FEES ASSOCIATED WITH THE RECONNECTION OF WATER DUE TO FAILURE TO PAY WASTEWATER CONSUMER CHARGES.

FINANCIAL SUMMARY:

This ordinance will better align charges for services and with charges that WHUD, MSUD, and MWS charge.

RECOMMENDED ACTION:

Staff recommends the Board adopt Ordinance 25-1104.

ORDINANCE NO. 25-1104

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING FEES ASSOCIATED WITH THE RECONNECTION OF WATER DUE TO FAILURE TO PAY WASTEWATER CONSUMER CHARGES.

WHEREAS, it has been determined that a need currently exists to amend the fee for reconnection of water services due to the consumers' failure to pay for wastewater services; and

WHEREAS, the current rate is \$50.00 per reconnection; and

WHEREAS, the need to increase said fee to \$60.00 per reconnection is needed in order to cover direct costs and better align with charges assessed by other agencies.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT:

Section 1. The sewer reconnection fee is set at Sixty Dollars (\$60.00) per occurrence.

Section 2. Date of effect. This ordinance shall take effect fifteen days after its final passage, the public welfare requiring it.

Mayor Rusty Tinnin

Passed first reading: January 9, 2025

Passed second reading: _____

Attest

City Recorder

Approved as to form and legality

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 25-1105 An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2024-2025 budget, passed by Ordinance 24-1087. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 25-1105 Dept. of Origin: Administration For Agenda of: February 13, 2025 Originator: Julie High Cost of Item: Outlined in Ordinance
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AGENDA ITEM ATTACHMENTS:

Ordinance 25-1105

SUMMARY STATEMENT:

An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2024-2024 budget, passed by Ordinance 24-1087.

FINANCIAL SUMMARY:

Proposed budget amendment outlined in Ordinance below.

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 25-1105.

ORDINANCE NO. 25-1105

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2024-2025 BUDGET, PASSED BY ORDINANCE #24-1087

WHEREAS, the City of Goodlettsville adopted the fiscal year 2024-2025 budget by passage of Ordinance #24-1087 on June 6, 2024; and

WHEREAS, the Board of Commissioners approved Resolution 24-1243 authorizing a 2% cost of living adjustment (\$248,000) for all full time and part-time employees effective January 1, 2025 that was not included in the FY 2025 Budget; and

WHEREAS, the City of Goodlettsville was awarded a grant from the Tennessee Highway Safety Officers for DUI enforcement; and

WHEREAS, the City will incur certain payroll and supply expenses (\$36,000) related to the award of the THSO grant; and

WHEREAS, the City has determined a need to update its comprehensive plan; and

WHEREAS, there will be certain expenditures (\$30,000) related to the update that were not included in the FY2025 budget document; and

WHEREAS, the City of Goodlettsville was awarded a Tourism marketing Grant (\$30,000) from the State of Tennessee Department of Tourism; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2024-2025 BUDGET AS FOLLOWS:

General Fund-Admin Salaries & Benefits(Increase)	\$ 29,700	
Police Salaries & Benefits	\$ 97,500	
Fire Salaries & Benefits	\$ 51,000	
Public Works Sal & Benefits	\$ 9,600	
Parks and Rec Sal & Benefits	\$ 21,950	
General Fund-Unassigned Fund Balance (Decrease)		(\$209,750)
Sanitation Fund Salaries & Benefits (Increase)	\$5,900	
Sanitation Fund Balance (Decrease)		(\$ 5,900)
Tourism Fund Salaries &Benefits (Increase)	\$12,000	
Tourism Fund Balance (Decrease)		(\$ 12,000)
Sewer Fund Salaries & Benefits (Increase)	\$13,100	
Sewer Fund Balance (Decrease)		(\$ 13,100)

Stormwater Fund Salaries & Benefits (Increase)	\$7,250	
Stormwater Fund Balance (Decrease)		(\$ 7,250)

Police Payroll expenditures(Increase)	\$26,000	
Police Supplies (Increase)	10,000	
General Fund Grant Revenue (Increase)		(\$36,000)

Planning and Codes Payroll expenditures (Increase)	\$30,000	
General Fund Unrestricted Fund Balance (Decrease)		(\$30,000)

Tourism Marketing Expenditures (Increase)	\$30,000	
Tourism Grant Revenue (Increase)		(\$30,000)

THIS ORDINANCE SHALL TAKE EFFECT FIFTEEN DAYS AFTER ITS FINAL ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Mayor Rusty Tinnin

Passed first reading:_____

City Recorder
Approved as to form and legality.

Passed second reading:_____

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 25-1106 An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning on the back portion of the property at 528 Moncrief Avenue from R25 Low Density Residential to Agricultural. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: ORDINANCE 25-1106 Dept. of Origin: Planning For Agenda of: February 13, 2025 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 25-1106

SUMMARY STATEMENT:

An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning on the back portion of the property at 528 Moncrief Avenue from R25 Low Density Residential to Agricultural

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Planning Commission and Staff recommend approval of Ordinance 25-1106.

ORDINANCE NO. 25-1106

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY CHANGING THE ZONING ON THE BACK PORTION OF THE PROPERTY AT 528 MONCRIEF AVENUE FROM R25 LOW DENSITY RESIDENTIAL TO AGRICULTURAL

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, and use of residential buildings, structures; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to promoting the most desirable use of land and direction of building development in accordance with a well considered general plan to promote stability of residential development, to protect the character of the district and its peculiar suitability for particular uses; and,

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on February 3, 2025 to recommend its passage to the Board of Commissioners based on the adjacent Agricultural zoning designation,

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Official Zoning Map adopted by Ordinance No. 15-851 entered on second reading on November 12, 2015 being the municipal zoning map of Goodlettsville, Tennessee, be and the same is hereby amended as follows:

By changing the back 3.00-acre portion of the property classification to Agricultural for the referenced property attached as "EXHIBIT A" and described as follows:

THE BACK 3.00 ACRE PORTION OF PROPERTY AT 528 MONCRIEF AVENUE AS MAP 18 15 PARCEL 06.00 SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

SECTION 2. That the Commissioners of the City of Goodlettsville, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of Goodlettsville for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of Goodlettsville, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final passage, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Ordinance which is not itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of Goodlettsville, the most restrictive shall in all cases apply.

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

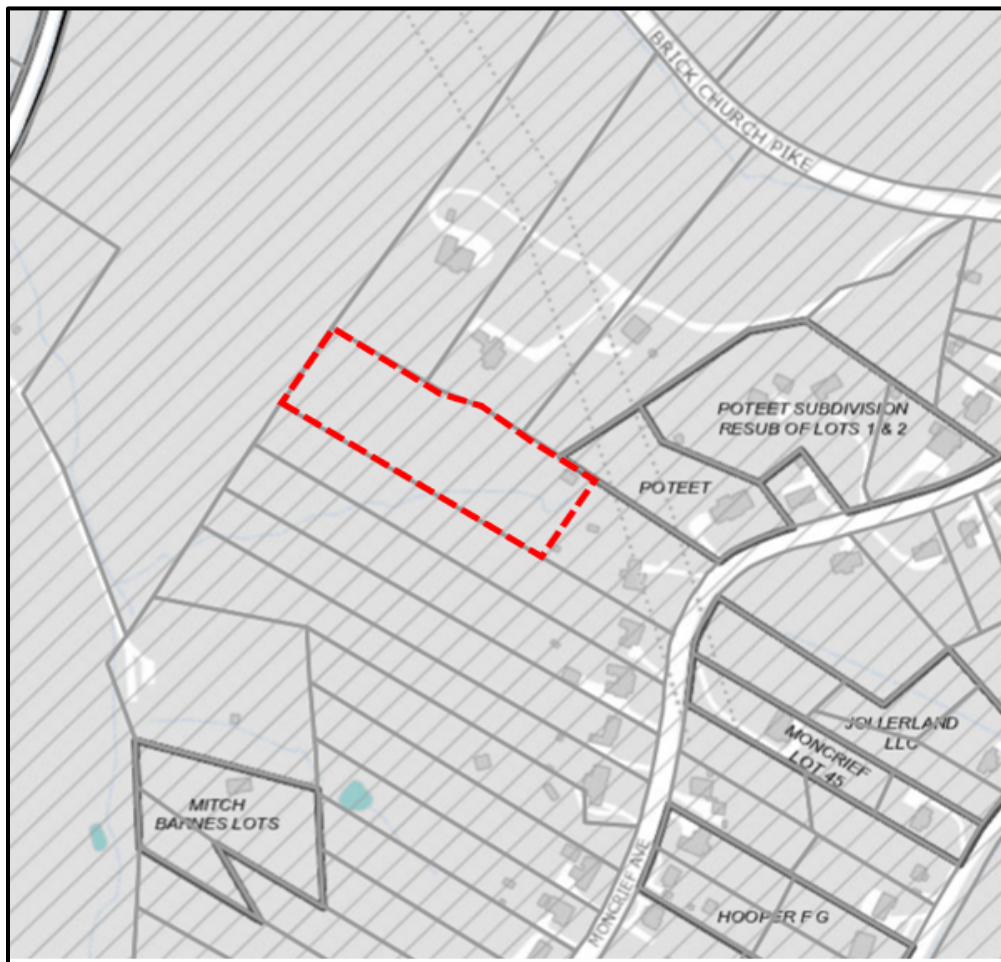
Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 25-1106

“EXHIBIT A”

SUBJECT PROPERTY
528 MONCRIEF AVENUE





AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville, Tennessee

SUBJECT TITLE: RESOLUTION 25-1254

A resolution authorizing the application for a Local Parks and Recreation Fund Grant and further authorizing the city manager to procure professional assistance for preparing the grant application and for project administration if awarded, as it relates to traffic flow and pedestrian improvements at Moss-Wright Park.

PRESENTED BY: Tim Ellis, City Manager

Agenda Item: Resolution 25-1254

Dept. of Origin: Parks and Recreation

For Agenda of: February 13, 2025

Originator: Sarah Jennings

Cost of Item: \$2,258,025.00
Requires a 50% match

AGENDA ITEM ATTACHMENTS:

Resolution 25-1254

SUMMARY STATEMENT:

A resolution authorizing the application for a Local Parks and Recreation Fund Grant and further authorizing the city manager to procure professional assistance for preparing the grant application and for project administration if awarded, as it relates to traffic flow and pedestrian improvements at Moss-Wright Park.

FINANCIAL SUMMARY:

\$2,258,025.00 - 50% / 50% Match. Cost of Project Administration covered under grant funding.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 25-1254.

RESOLUTION No. 25-1254

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE APPLICATION FOR A LOCAL PARKS AND RECREATION FUND GRANT AND FURTHER AUTHORIZING THE CITY MANAGER TO PROCURE PROFESSIONAL ASSISTANCE FOR PREPARING THE GRANT APPLICATION AND FOR PROJECT ADMINISTRATION, AS IT RELATES TO THE MOSS-WRIGHT PARK TRAFFIC FLOW AND PEDESTRIAN IMPROVEMENTS.

WHEREAS, the City of Goodlettsville, Tennessee desires to make certain traffic flow and pedestrian improvements to Moss-Wright Park; and

WHEREAS, such improvements have been deemed of high importance of the Board of Commission; and

WHEREAS, the Tennessee Department of Environment and Conservations Office of Outdoor Recreation is accepting applications for the 2025 Local Parks and Recreation Funds grant cycle.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, that the City of Goodlettsville will apply for 2025 Local Parks and Recreation Funds for the purpose of making improvements within the existing park system.

Section 1. The City of Goodlettsville is authorized to complete and apply for a Local Parks & Recreation Fund Grant in an amount not to exceed \$2,258,025.00.

Section 2. The City of Goodlettsville will provide the required match of fifty percent of the total project cost as identified in the grant application.

Section 3. The City of Goodlettsville will accept financial responsibility of any cost overruns needed to complete the project as proposed in compliance with grant requirements.

Section 4. The City of Goodlettsville will register the Notice of Limitation of Use against the Warranty Deed for the Park if the proposed project is funded.

Section 5. The project will meet all Federal, State, and Location regulations including but not limited to the Americans with Disabilities Act.

Section 6. The project will be completed within three (3) years of the project contract start date.

Section 7. The City Manager is authorized to procure professional assistance for preparing the grant application and for project administration if awarded.

Section 8. The City Manager is authorized and is hereby instructed to sign all documents in connection with said resolution.

Section 9. That this resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

Mayor Rusty Tinnin

Date adopted:_____

Attest:

Approved as to form and legality:

City Recorder

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 25-1255 A resolution accepting the City of Goodlettsville Parks and Recreation Master Plan of 2025. <u>PRESENTED BY:</u> Tim Ellis, City Manager Sarah Jennings, Parks	Agenda Item: Resolution 25-1255 Dept. of Origin: Parks For Agenda of: February 13, 2025 Originator: Sarah Jennings Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 25-1255

SUMMARY STATEMENT:

A resolution accepting the City of Goodlettsville Parks and Recreation Master Plan of 2025.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 25-1255.

RESOLUTION 25-1255

A RESOLUTION ACCEPTING THE CITY OF GOODLETTSVILLE PARKS AND RECREATION MASTER PLAN OF 2025.

WHEREAS, the City of Goodlettsville desires to provide its citizenry on the finest in parks facilities and recreation programs; and

WHEREAS, any successful parks and recreation system has a clear and defined vision of its future; and

WHEREAS, the City of Goodlettsville has previously authorized the creation of a parks and recreation master plan to clearly define the aforementioned vision; and

WHEREAS, the City of Goodlettsville Parks and Recreation Master Plan has now been completed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE CITY OF GOODLETTSVILLE PARKS AND RECREATION MASTER PLAN IS HEREBY ACCEPTED AS THE DEFINED VISION OF THE PARKS AND RECREATION SYSTEM AND IS RECOGNIZED AS THE PARKS AND RECREATION MASTER PLAN OF 2025.

THIS ACTION IS EFFECTIVE UPON PASSAGE BY THE BOARD OF COMMISSIONERS.

Mayor Rusty Tinnin

City Recorder

Approved as to form and legality

City Attorney

Passed: February 13, 2025



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 25-1256</u> A RESOLUTION TO RATIFY AND APPROVE THE ISSUANCE OF AN EMERGENCY PURCHASE ORDER FOR THE REPLACEMENT OF THE BOILER SYSTEM AT GOODLETTSVILLE CITY HALL. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 25-1256 Dept. of Origin: Administration For Agenda of: February 13, 2025 Originator: Tim Ellis Cost of Item: \$38,475.00
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AGENDA ITEM ATTACHMENTS:

Resolution 25-1256

SUMMARY STATEMENT:

A RESOLUTION TO RATIFY AND APPROVE THE ISSUANCE OF AN EMERGENCY PURCHASE ORDER FOR THE REPLACEMENT OF THE BOILER SYSTEM AT GOODLETTSVILLE CITY HALL.

FINANCIAL SUMMARY:

\$38,475.00

RECOMMENDED ACTION:

Staff recommends approval of Resolution 25-1256

Resolution 25-1256

**A RESOLUTION TO RATIFY AND APPROVE THE ISSUANCE OF AN EMERGENCY
PURCHASE ORDER FOR THE REPLACEMENT OF THE BOILER SYSTEM AT
GOODLETTSVILLE CITY HALL.**

WHEREAS, a failure to the operational effectiveness of the Boiler System at Goodlettsville City Hall occurred; and,

WHEREAS, said failure of the Boiler System has a significant negative impact on all HVAC units located within Goodlettsville City Hall; and,

WHEREAS, the city manager authorized the issuance of an emergency purchase order in order for the expeditious repairs of said boiler system; and

WHEREAS, the city manager made members of the City of Goodlettsville Board of Commission aware of the emergency purchase order by email on January 15, 2025.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE
CITY OF GOODLETTSVILLE, TENNESSEE THAT AN EMERGENCY PURCHASE
ORDER IS HEREBY RATIFIED AND APPROVED FOR THE REPLACEMENT OF THE
GOODLETTSVILLE CITY HALL BOILER SYSTEM IN THE AMOUNT OF \$38,475.00
WITH SAID WORK BEING PERFORMED BY SYNERGY SERVICE, LLC.**

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

Mayor Rusty Tinnin

Date

Attest:

City Recorder

Approved as to form:

City Attorney



AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville, Tennessee

SUBJECT TITLE: RESOLUTION 25-1257

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

PRESENTED BY: Tim Ellis, City Manager
Sarah Jennings, Parks & Rec
Dir.

Agenda Item: Resolution 25-1257

Dept. of Origin: Parks and Recreation

For Agenda of: February 13, 2025

Originator: Sarah Jennings

Cost of Item: None
Revenue of \$60,000.00

AGENDA ITEM ATTACHMENTS:

Resolution 25-1257

SUMMARY STATEMENT:

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

FINANCIAL SUMMARY:

Revenue or \$60,000.00 Minimum

RECOMMENDED ACTION:

Staff recommends the Board adopt Resolution 25-1257.

RESOLUTION NO. 25-1257

A 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 24-1220; and

WHEREAS, the execution of a contract is needed.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, 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 and is affixed as Exhibit I.

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 13, 2025

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
CITY OF GOODLETTSVILLE**

THIS CUSTOMER MARKETING AGREEMENT (the “**Agreement**”) is made and entered into as of the 1st day of February, 2025 (the “**Effective Date**”), by and between CCBCC OPERATIONS, LLC (“**CCBCC**”), and CITY OF GOODLETTSVILLE (“**Customer**”). This agreement will conclude on the 31st day of December, 2027 per the provisions set forth herein.

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 Customer hereby agree as follows:

1. Product Sale and Distribution.

- (a) General. During the term of this Agreement, Customer shall (i) merchandise, advertise, display, vend, sell and otherwise distribute, all at retail, (collectively, hereinafter 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 thereof 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. Customer 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**”). The brands and package forms for the Products to be distributed shall be determined by CCBCC in its discretion after consultation with Customer. Sponsor is entering into this Agreement with the understanding that it will have the flexibility to sell a range of Beverage brands and packages that meet consumer demand and maximize sales volume and revenue, and any restriction on Sponsor’s rights to determine brands and package forms, whether as a result of actions or orders by Customer or any third party (including any governmental authority), shall be deemed a material breach of this Agreement.
- (b) Full Service Vending Machine Sales. With respect to self-operated, coin and bill and/or cashless 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. Customer shall return to CCBCC all such Products and proceeds that might come into Customer’s possession. Customer shall have no right to access any internal areas or parts of such Full Service Vending Machines. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the servicing of Full Service Vending Machines may be provided by a full line operator as set forth in Section 7 of Exhibit B.
- (c) Direct Sales Vending Machines. Except as provided in Section 1(b) above with respect to Full Service Vending Machines, Customer shall stock all self-operated, coin and bill and/or cashless 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 Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer’s operations. Once delivered to Customer, all Products in such Direct Sales Vending Machines (and all cash and other proceeds from sales of such Products) shall be the property of Customer, with Customer having all attendant risk of loss and ownership obligations.
- (d) 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 Customer from CCBCC or an Authorized Distributor (as defined below) as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer’s operations. Once delivered to Customer, any such Products sold to Customer shall become the property of Customer, with Customer having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Customer. CCBCC shall sell Products to Customer (in the manner provided herein) in such amounts as are reasonably required by Customer, 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 any and all minimum sale requirements on Exhibit B. CCBCC shall not be liable to Customer for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.

- (e) **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 Customer 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) and CCBCC shall be entitled to the remedies set forth in **Exhibit B**, in addition to any other remedies CCBCC may have hereunder or at law or in equity.
2. **Promotional Recognition.** Customer hereby grants to CCBCC (and the Products) promotional recognition and the right to promote (and the cooperation and active involvement of Customer in promoting) CCBCC and the Products in connection with Customer, the Locations and any activities, functions and event venues operating under the auspices of Customer (“**Related Activities**”). Promotional recognition benefits include, without limitation, those set forth on **Exhibit A**. CCBCC shall have the right 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 Customer (collectively, the “**Customer Marks**”) on a royalty-free basis during the Term (as defined below). Without limiting the generality of the foregoing, CCBCC shall submit to Customer, and Customer shall have the right to approve within ten (10) days of receipt from CCBCC, which approval shall not be unreasonably withheld, conditioned or delayed, (i) any concept for any promotional activity undertaken by CCBCC hereunder with respect to Customer or any Location or Related Activity and (ii) any artwork or other items created by CCBCC that incorporate any Customer Marks for use in any such promotional activity. In the event that Customer fails to provide any response to CCBCC within such ten (10) day period, such submission shall be deemed approved by Customer. 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 Customer regarding operation, placement, set-up and tear-down of CCBCC’s promotional materials.
3. **Exclusivity.** In consideration for, and as a material inducement to, CCBCC entering into this Agreement, Customer expressly agrees that, during the Term, Customer 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 marketing or 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 Customer, or to suggest that a Competing Product is endorsed by, or associated with, Customer, then Customer will promptly take any steps necessary to stop and prevent such actions and to protect the exclusive rights granted to CCBCC under this Agreement.
4. **Payments; Rebates.** During the Initial Term (as defined in Section 9 below) of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall pay to Customer the payments (“**Payments**”) and/or rebates as set forth on **Exhibit A**. In the event of a breach of this Agreement by Customer, (i) CCBCC shall be under no obligation to make any additional Payment or rebate payments to Customer after the date of such breach, and (ii) Customer shall promptly refund to CCBCC all unearned initial and annual Payments paid by CCBCC prior to such breach based on the pro-rated portion of such fees allocable to the period from the date of the breach to the end of the applicable period for which such fees had been provided.
5. **Product Support.** During the Initial Term of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall, at no cost to Customer, provide Product support (the “**Product Support**”) each Agreement Year in the amount set forth on **Exhibit A**; provided, however, that CCBCC shall not be liable to Customer for failure to provide such Product Support where such failure is due to any cause or condition beyond the reasonable control of CCBCC. Customer 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 twenty (20) cases. For the avoidance of doubt, if, with respect to any Agreement Year during the Initial Term, Customer fails to request all of the Product Support available for such year, the amount of any Product Support not requested by Customer shall not carry over to the next Agreement Year nor shall Customer be entitled to receive any compensation from CCBCC with respect thereto. Customer shall not, and shall not permit others to, resell any Product provided by CCBCC to Customer pursuant to this Section 6. If, with respect to any Agreement Year during the Initial Term of this Agreement, Customer requires Product Support in excess of the amount set forth on **Exhibit A**, CCBCC shall provide such additional Products to Customer; provided, however, that Customer shall purchase such Products from CCBCC at the then-current prices for the Products.
6. **Prices and Commission.**
- (a) **Product Prices.** Subject to Sections Concessionaires and Purchases from Food Service Distributors, CCBCC agrees to sell to Customer Products for resale by Customer through Direct Sales Vending Machines and Cold Cases, in accordance with CCBCC’s trade letter pricing in effect from time to time, during the period in which Customer is in full compliance with the terms and conditions of this Agreement.

7. Equipment.

- (a) **General.** CCBCC shall provide and install all Vending Machines, Cold Cases and other equipment necessary and appropriate (as determined by CCBCC 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 Customer (in CCBCC's sole discretion) to assist Customer 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 at all times. Customer 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. Customer agrees that it will (i) 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 or loss or damage caused by CCBCC. Customer will not encumber the Equipment in any manner or permit any attachment thereto. No logo, trademark, advertisement or other indication of CCBCC's ownership of the Equipment shall be obstructed, defaced or removed, and no logo, trademark or advertisement other than those of or related to CCBCC or the Products shall be attached to the Equipment. The Equipment shall be used exclusively to merchandise Products and shall not be used for any other purpose, including the storage or merchandising of any other products. Upon expiration or termination of this agreement, Customer 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 Customer 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 Customer 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. Customer shall pay such invoice in accordance with the payment terms set forth in Section 3(b) of **Exhibit B**.
- (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. Customer represents and warrants that electrical service at each installation site is proper and adequate for the Equipment.
- (c) **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. Customer shall not perform any maintenance or repairs on any Equipment without Bottler's prior authorization. CCBCC may, at its option, remove, replace or supplement the Equipment at any time during the Term. Customer shall provide CCBCC with reasonable access to the Equipment in order to allow CCBCC to stock the Full Service Vending Machines, perform any maintenance services on the Equipment or remove, replace or install Equipment.

- 8. Term and Termination.** As used herein, "**Initial Term**" means the initial term of this Agreement set forth in Section 1 of **Exhibit B**. This Agreement may be terminated, effective at the end of the Initial Term (as it may be extended pursuant to Section 2 of **Exhibit B**), by either party giving the other party written notice of termination at least thirty (30) 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 thirty (30) days prior to the effective date of such termination, as specified in such notice; provided, however, that CCBCC shall have no obligation to pay or provide any Payments, Marketing Support, Product Support or rebates following the Initial Term, except, in the case of rebates, as may be otherwise expressly set forth herein. The Initial Term, together with any such additional period after the Initial Term until the Agreement is terminated, shall be referred to herein as the "**Term**." Each twelve month period during the Term that commences with the Effective Date or each subsequent anniversary thereof shall be referred to herein as an "**Agreement Year**"). 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 Customer of this Agreement, including, without limitation, the exclusivity provisions in Section 3, (ii) Customer is unable to pay its liabilities when due, files a petition in bankruptcy or is adjudicated bankrupt or insolvent or is otherwise subject to bankruptcy, insolvency or other similar proceedings, or (iii) Customer engaging in (A) unethical business practices, (B) conduct that violates widely held public moral beliefs or that brings public disrepute on Customer or CCBCC, or (C) a misrepresentation of the Products.

- 9. 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 Customer in violation of this Agreement or terminated by CCBCC for Cause, then Customer 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.

10. **Repayment of Fees Upon Termination.** Upon termination of this Agreement, Customer 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.
11. **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. Customer represents, warrants and covenants that (i) Customer has the sole and exclusive authority to distribute the Products, and authorize distribution, at the Locations and any Related Activities and to grant the marketing, beverage distribution and promotional rights to CCBCC set forth herein, in each case, without violating the rights of any third party or any agreement or binding obligation to which it is a party or by which it or its assets is bound, (ii) Customer 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) Customer will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Agreement.
12. **Confidentiality.** During the term of this Agreement and for a period of three (3) years immediately following the expiration or termination of this Agreement (and for such longer period as may be required to protect trade secrets and comparable rights), Customer 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 Customer 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 (including, without limitation, the terms and conditions of this Agreement) or which CCBCC or its affiliates furnish to Customer 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 Customer, (ii) in the public domain through no fault of Customer or (iii) later lawfully acquired by Customer from sources other than CCBCC or its affiliates; provided, that Customer 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 Customer of the confidential nature of such information and agree to treat such information as confidential. Upon the expiration or termination of this Agreement, Customer 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.
13. **Indemnification.** CCBCC agrees to indemnify and hold Customer harmless from and against, and to pay to Customer, any and all losses, claims, demands, liabilities and damages incurred by Customer, including, without limitation, reasonable attorneys’ fees and court costs, directly arising out of or relating to the defective manufacture of the Products. Customer 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 or relating to (i) Customer’s negligent or wrongful acts or omissions in connection with the distribution of the Products, (ii) any material breach by Customer of this Agreement or (iii) any confiscation or encumbrance of the Equipment.
14. **Insurance.** During the Term, Customer shall maintain (i) 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, and (ii) worker’s compensation insurance as is required by applicable law, from an insurer which is A.M. Best Company rated A- or higher. Any such commercial general liability insurance policy shall be endorsed to specifically name CCBCC and its subsidiaries, affiliates, successors and assigns as additional insureds. Customer shall provide any certificates of insurance to CCBCC upon request, and Customer or its insurer shall provide thirty (30) days’ prior written notice (or such other notice as may be provided in the policy provisions) to CCBCC of cancellation or non-renewal of such policies.
15. **No License.** Nothing contained in this Agreement shall be deemed to grant Customer any right in, or license to, any intellectual property owned or controlled by, or licensed for the use of, CCBCC or its affiliates (collectively, “**CCBCC IP**”), and Customer shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of CCBCC or its affiliates or other CCBCC IP, without the prior written consent of CCBCC.
16. **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 email (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).

17. **Equitable Relief.** Customer 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, Customer acknowledges and agrees that, in addition to any other available remedies hereunder, in the event of a breach by Customer of its obligations hereunder, CCBCC shall be entitled to seek and obtain equitable relief, including an injunction requiring the Customer to comply fully with its obligation under this Agreement. Further, CCBCC shall have the right to withhold, and not pay, further Payments or any other amounts that would otherwise become due and payable to Customer hereunder if, and so long as, Customer is in breach of its obligations hereunder.
18. **Right of First Refusal.** Prior to, and for a period of sixty (60) days following, expiration or termination of the term of this Agreement, before Customer enters into an agreement with a third party beverage provider or distributor with respect to distribution of non-alcoholic beverages at any of Customer's retail locations following the expiration or termination of the term hereof, Customer 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, Customer shall be free to accept the third-party offer, provided that Customer 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.
19. **Transshipping.** As a purchaser of Products distributed by CCBCC, and in consideration thereof, Customer agrees to the provisions herein with respect to Transshipping. "Transshipping" is the act of (i) buying the types of products distributed by CCBCC from outside of CCBCC's distribution territory for re-sale in such territory, (ii) the sale of CCBCC's Products outside of such territory, or (iii) the sale of such Products within such territory to any third party that intends to ship or sell such Products outside of such territory. Customer agrees that it shall not engage in Transshipping during the Term. If Transshipping occurs, CCBCC has the right, in addition to any other rights and remedies available to CCBCC under this Agreement or at law or in equity, (x) to discontinue the sale of Products to Customer and/or to terminate this Agreement, (y) to limit the Products purchased by Customer to amounts which CCBCC reasonably determines Customer needs solely for Customer retail sales in CCBCC's territory, and not for sale to other resellers, and/or (z) to collect from Customer any and all damages incurred by CCBCC as a result of Customer's Transshipping.
20. **Concessionaires.** To the extent that any concessionaire, provider of managed food/beverage services or other third party (each, a "**Concessionaire**") operates, manages, or leases a Location (or any outlet, portion of or space within a Location), Customer shall cause such Concessionaire to comply with the terms of this Agreement with respect to such Locations (or portions thereof or outlets or spaces therein); provided, however, that if a Concessionaire has a separate agreement with CCBCC or The Coca-Cola Company that includes pricing, rebate, allowance, equipment or service terms, CCBCC may elect in its sole discretion to sell Products to such Concessionaire in accordance with the pricing, rebate and other terms of such other agreement, and there will be no duplication of rebates, allowances, funding or benefits to Customer and the Concessionaire; provided that any purchases of Products by Concessionaire for sale at the Locations will be credited toward any Minimum Total Purchase Requirements set forth in **Exhibit B**.
21. **Purchases from Food Service Distributors.** Notwithstanding any provision of this Agreement to the contrary, CCBCC may elect in its sole discretion at any time to permit Customer to purchase Products from either CCBCC and/or from a food service distributor authorized by CCBCC to distribute Products (an "**Authorized Distributor**"). If CCBCC elects to permit Customer to purchase Products from an Authorized Distributor, the following terms and conditions shall apply:
- (a) Customer would purchase Products from an Authorized Distributor at the Authorized Distributor's prices and on its pricing terms, not on CCBCC's trade letter pricing or any pricing terms set forth in this Agreement, subject to Section 22(b);
 - (b) CCBCC will pay Customer rebates for Products purchased from an Authorized Distributor ("**Authorized Distributor Delivered Products**") solely if and to the extent set forth in **Exhibit A**.
 - (c) In no event will CCBCC pay rebates with respect to any (i) Authorized Distributor Delivered Products other than Products marketed under trademarks or brand names owned or controlled by or licensed for the use of The Coca-Cola Company ("**TCCC Products**") or (ii) Bag-in-Box Products purchased through The Coca-Cola Company's national fountain program, including Coca-Cola, Sprite, Fanta, Seagrams, Pibb, Minute Maid, Barq's, Mello Yello, Hi-C, Powerade, Gold Peak, vitaminwater, Fuze, Fresca and any line extensions of those brands;
 - (d) Purchases by Customer of Authorized Distributor Delivered Products that are TCCC Products will be credited toward any Minimum Total Purchase Requirements set forth in **Exhibit B**, but purchases of Authorized Distributor Delivered Products that are not TCCC Products will not be credited; and
 - (e) All rebates on Authorized Distributor Delivered Products set forth in **Exhibit A** will be paid based solely on sales records reported by the Authorized Distributor, and CCBCC is not obligated to pay rebates on sales not properly reported by the Authorized Distributor.
22. **Miscellaneous.** This Agreement shall not be assigned or transferred (including, without limitation, by merger or operation of law) by Customer 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. To be effective,

any waiver of any term or condition in this Agreement must be in writing and signed by the waiving party. 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. The headings in this Agreement are solely for convenience of reference and shall not affect in any way the interpretation of this Agreement or limit the generality of any of its provisions. 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 (including by signatures in pdf format transmitted by email or by other electronic means agreed by the parties), each of which shall be deemed an original and all of which shall constitute one Agreement.

DRAFT

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 02/ 01/ 2025.

'CCBCC'

'Customer'

CCBCC OPERATIONS, LLC

CITY OF GOODLETTSVILLE

By:

By:

Date:

Date:

Name:

Name:

Title:

Title:

4100 Coca-Cola Plaza

745 CALDWELL DR

Charlotte, NC 28211

GOODLETTSVILLE, TN 37072-3446

Email:

Email:

DRAFT

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
CITY OF GOODLETTSVILLE**

LOCATIONS , PAYMENTS , PRODUCT SUPPORT , MARKETING BENEFITS AND PARTNERSHIP ELEMENTS

1. Locations

Customer Number	Name	Address	City	State	Zip
0500932045	GOODLETTSVILLE YOUTH FOOTBALL	745 CALDWELL DR	GOODLETTSVILLE	TN	37072-3446
0500875000	GOODLETTSVILLE PARKS MAINT GARAGE	745 CALDWELL DR	GOODLETTSVILLE	TN	37072-3446
0500872696	MOSS WRIGHT SOCCER COMPLEX	745 CALDWELL DR	GOODLETTSVILLE	TN	37072-3446
0500875202	GOODLETTSVILLE POLICE DEPT BACK HA	105 S MAIN ST	GOODLETTSVILLE	TN	37072-1747
0500878043	GOODLETTSVILLE COMMUNITY CTR	200 MEMORIAL DR	GOODLETTSVILLE	TN	37072-1500
0500879448	CITY OF GOODLETTSVILLE POOL FACLTY	360 PLEASANT GREEN DR	GOODLETTSVILLE	TN	37072-2218
0500878832	MOSS WRIGHT PARK QUAD SOFTBALL	745 CALDWELL DR	GOODLETTSVILLE	TN	37072-3446
0500878099	MOSS WRIGHT PARK BASEBALL	745 CALDWELL DR	GOODLETTSVILLE	TN	37072-3446
0500875223	GOODLETTSVILLE PUBLIC WORKS DEPT	215 CARTWRIGHT ST	GOODLETTSVILLE	TN	37072-1424

If, at any time during the Term, any Customer or any Affiliate thereof creates or establishes a new retail location in the beverage distribution 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 Customer (or its Affiliate) and such new Location and Customer (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.

2. Payments

Annual Payment

The annual Payment during the Initial Term of this Agreement shall be ten thousand Dollars and 00/100 (\$10,000.00), subject to the provisions of Section 2 of **Exhibit B**, which amount shall be paid in arrears after each Agreement Year. Subject to submission of an invoice by Customer to CCBCC (and the provisions of Section 2 of **Exhibit B**), the annual payment shall be payable in equal installment(s) by the applicable payment due dates following each Agreement Year set forth in the chart below. Notwithstanding the foregoing, payment for Agreement Year 1 will not be made until after initial delivery is made.

Payment Type	Payment Amount	Payment Timing
Marketing Fee	\$10,000.00	Paid annually Contract Year Begin

Rebates

During the Initial Term of this Agreement and subject to Section Concessionaires, CCBCC will pay Customer a rebate for each case and/or gallon of Products sold to Customer by CCBCC as set forth below. Rebates shall be computed by CCBCC in accordance with the payment policies of CCBCC in effect from time to time, based on rebate and payment timing below:

Bottle & Can Packages	Units Per Case	Rebate Per Case	Payment Timing
SSD 20oz PET Single	24	\$4.00	On invoice
DASANI 20oz PET	24	\$1.50	On invoice
POWERADE 20oz 8pk PET	24	\$1.50	On invoice
POWERADE 20oz Single	24	\$1.50	On invoice
MMR 20oz PET Single	24	\$4.00	On invoice
SSD 20oz PET Flavors	24	\$4.00	On invoice

B&C Rebate Begin DateFebruary 1st, 2025**B&C Rebate End Date**December 31st, 2027

Rebates will not be paid on any BIB juice Products or Freestyle BIB or cartridges.

3. Product Support

For each Agreement Year during the Initial Term of this Agreement, CCBCC will provide Customer cases of Product at no additional cost to Customer. In the event that Customer does not purchase the Minimum Amounts of Products set forth in Section Minimum Amounts of **Exhibit B** and CCBCC elects to extend the term of this Agreement as a result thereof, or if the term of this Agreement is extended pursuant to Section 9 of the Agreement, CCBCC will not be required to provide any additional Product Support after the Initial Term.

Product	Cases	Frequency
DASANI 16.9OZ PET 24-PK 24	50	Paid annually upfront
SSD 12OZ CAN 12-PK 24	50	Paid annually upfront

4. Marketing and Promotional Benefits

CCBCC shall receive the following marketing and promotional rights, recognition and support from Customer 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 status as the exclusive non-alcoholic beverage provider of Customer and any Related Activities in the marketplace. If Customer has a website or menus (whether at the Locations, online or in other digital format), Customer shall display approved logo images of Products selected by CCBCC on such website and menus.
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.

5. Partnership Elements

Initially during the Term, CCBCC shall be able to execute and provide the following partnership elements at Customer Locations. The parties agree that all elements shall initially apply during the Term. Additional partnership elements may be added during the Term by mutual agreement.

1. Categories

Segment	Category
Fountain	5.0gal BIB Sparkling/Still
Fountain	Cups-Foam
Fountain	Lids-Foam
Fountain	2.5gal BIB Sparkling/Still
FSV	DASANI 20oz PET
FSV	POWERADE 20oz Single
FSV	SSD 20oz PET Single
Non FSV	Core Power Elite 14oz PET
Non FSV	DASANI 0.5Lt PET 24pk
Non FSV	DASANI 20oz PET
Non FSV	MMR 20oz PET Single
Non FSV	MONSTER 16oz Can Single (24/cs)
Non FSV	POWERADE 20oz 8pk PET
Non FSV	POWERADE 20oz Single
Non FSV	SSD 20oz PET Single
Non FSV	SSD 2Lt PET
Non FSV	SSD 2Lt PET Flv

Segment	Category
Non FSV	TEY 10.1oz Single (12/cs)
Non FSV	SSD 20oz PET Flavors
Non FSV	BODYARMOR 16oz Sport (12/cs)
Non FSV	Core Power 14oz

If Customer elects to obtain CO2 from CCBCC, CCBCC, in its sole discretion, may arrange to have the CO2 provided by CCBCC's preferred third party provider of CO2 products and services, in accordance with the pricing and other terms offered by such third party provider.

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**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
CITY OF GOODLETTSVILLE**

**INITIAL TERM, MINIMUM AMOUNTS , PRICES , DELIVERY FEE AND TRANSFER OF FULL SERVICE VENDING TO
FLOS**

1. Initial Term

Agreement Start Date: 02/ 01/ 2025

Agreement End Date: 12/ 31/ 2027

Total Number of Years: 3 Years

2. Minimum Amounts

The minimum amount of Products to be (i) purchased by Customer from CCBCC, and/or (ii) sold through Full Service Vending Machines, in each case, during each Agreement Year of the Initial Term, shall be as follows:

Agreement Year	Distribution/Sales Method: Total Cases/Gallons Required			
	Bottle Can (Products Purchased by Customer From CCBCC)	Fountain (Products Purchased by Customer From CCBCC)	Full Service Vending Machines	Total Purchase Requirement
1	1,325	188	93	1,606
2	1,325	188	93	1,606
3	1,325	188	93	1,606
Term	3,975	564	279	4,818

The minimum Total Purchase Requirements set forth above must be fulfilled based off of sales made from CCBCC or through Full Service Vending Machines. If the minimum Total Purchase Requirement above for any Agreement Year is not achieved for any reason (each such year, a “**Shortfall Year**”), then, in addition to any other remedies CCBCC may have hereunder or at law or in equity, the Payments payable by CCBCC for such Agreement Year shall be reduced to an amount equal to the product of (A) the amount of the annual Payment for the Shortfall Year specified in **Exhibit A**, multiplied by (B) a fraction, the denominator of which is the minimum Total Purchase Requirement for the Shortfall Year, and the numerator of which is the actual amount of cases and gallons sold during the Shortfall Year. If there have been any Shortfall Years during the Initial Term, but as of the end of the Initial Term, the Customer has attained the Total Purchase Requirement for the Initial Term, then CCBCC shall pay Customer an amount equal to the aggregate reductions of the annual Payments during the Initial Term.

3. Prices

1. Prices and Adjustments. During the term of this Agreement, CCBCC will sell to Customer the Products for purposes of Customer reselling such Products through Direct Sales Vending Machines and Cold Cases in accordance with CCBCC’s trade letter pricing in effect from time to time.

The prices for the Products may be adjusted by CCBCC, from time to time, during the Term. 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, transportation, acquisition, distribution or sale of the Products. Except with respect to prices for Products distributed through Full Service Vending Machines, retail prices for sales of Products to consumers at the Locations shall be determined by Customer (or any Concessionaire of Customer) in its discretion.

2. Invoices and Payment. CCBCC shall invoice Customer for Products sold to Customer, and Customer shall make payment in accordance with CCBCC’s usual and customary practices in effect from time to time. If Customer fails to pay such amounts as provided herein, Customer shall pay interest on all overdue amounts at the rate of one and one-half percent

(1.5%) per month compounded monthly (or the maximum amount permitted by applicable law, if less). Customer 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 Customer to pay an invoice shall constitute a material breach of this Agreement. CCBCC may offset against any Commission, Payments, 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. Any claims by Customer of discrepancies or errors in pricing or funding must be submitted to CCBCC no later than one (1) year from the date of invoice; any such claims received by CCBCC after such date shall be deemed null and void, and CCBCC shall have no liability or obligation related to such claims.

4. Delivery Fee

During the Term, Customer shall pay to CCBCC a monthly delivery fee with respect to all Full Service Vending Machines based on CCBCC's delivery fee schedule in effect from time to time. Each quarter during the Term, CCBCC shall deduct the total amount of all monthly delivery fees for such quarter from any Commission otherwise due and payable by CCBCC to Customer for such quarter. Additionally, Customer shall pay to CCBCC any delivery fee, if applicable based on CCBCC's delivery fee schedule in effect from time to time, on all direct sales deliveries made during the Term.

5. 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:

Product	Vend Rates
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6. Transfer of Full Service Vending to FLOs

Notwithstanding any provision of this Agreement (including Sections 5 and 6 of this **Exhibit B**) to the contrary, CCBCC may elect at any time in its sole discretion to transfer all servicing of Full Service Vending Machines at the Locations ("**FSV Services**") to a third party full line operator (an "**FLO**"), and if CCBCC elects to transfer FSV Services to a FLO, the following terms and conditions will apply:

- (a) the FLO will be solely responsible for stocking such vending machines, removing cash and other proceeds from sales of Products, and providing any repair and maintenance services for the vending machines, and all cash and other proceeds from the sale of Products in such vending machines shall be at all times the property of the FLO;
- (b) the FLO will stock the Full Service Vending Machines in accordance with the FLO's stocking and delivery policies in effect from time to time;
- (c) the FLO will provide repair and maintenance services for the Full Service Vending Machines in accordance with its repair and maintenance terms and conditions in effect from time to time;
- (d) Customer shall provide the FLO with reasonable access to the Full Service Vending Machines to stock the machines, perform any necessary repair and maintenance and to remove, replace or install Full Service Vending Machines; Customer shall not perform any repair or maintenance on the Full Service Vending Machines without the FLO's prior authorization;
- (e) all Commissions set forth in Section 6 above will be paid by the FLO consistent with past practice by CCBCC at the times set forth in Section 6 or otherwise in accordance with the payment policies of the FLO in effect from time to time, and CCBCC will have no responsibility to pay commissions to Customer so long as the FLO provides FSV Services; and
- (f) Full Service Vending Machines serviced by the FLO pursuant to this Section 7 may include vending machines owned by CCBCC and/or vending machines owned by the FLO. Any vending machines owned by the FLO shall remain the property of the FLO at all times. CCBCC shall have no obligation or liability with respect to the FSV Services performed by any FLO or any vending machines serviced by the FLO.
- (g) From time to time, CCBCC may elect to change the FLO providing FSV Services at the Locations in the event CCBCC determines in its sole discretion that the incumbent FLO is not providing adequate service at the Locations, the incumbent FLO desires to terminate provision of FSV Services at the Locations or CCBCC otherwise determines that the appointment of a new FLO is in the best interests of the parties.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville, Tennessee**

SUBJECT TITLE: RESOLUTION 25-1258

A resolution recognizing the valiant actions of Jackson Andrews.

PRESENTED BY: Tim Ellis, City Manager

Agenda Item: Resolution 25-1258

Dept. of Origin: Fire

For Agenda of: February 13, 2025

Originator: Ken Reeves, Fire

Cost of Item: N/A

AGENDA ITEM ATTACHMENTS:

Resolution 25-1258

SUMMARY STATEMENT:

A resolution recognizing the valiant actions of Jackson Andrews.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 25-1258.

RESOLUTION NO. 2025-1258

**A RESOLUTION RECOGNIZING THE VALIANT ACTIONS OF
JACKSON ANDREWS**

WHEREAS, on December 30, 2024, the City of Goodlettsville Fire Department received an emergency call related to a house fire at 916 East Cynthia Trail; and,

WHEREAS, the house fire was quickly extinguished thanks to the quick notice from a neighbor and the response time of the Fire Department; and,

WHEREAS, the quick response was the result of Jackson Andrews spotting the fire while playing outside; and

WHEREAS, knowing the actions that needed to be taken, he immediately made his family aware of seeing the fire coming from his Grandfather's home across the street; and

WHEREAS, with the assistance of his parents, the fire was reported very quickly to the Goodlettsville Fire Department; and

WHEREAS, thanks to his quick actions the fire was extinguished quickly and in doing so limited the amount of damage to the home.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT MR. JACKSON ANDREWS IS OFFICIALLY RECOGNIZED FOR HIS VALIANT EFFORTS IN PROVIDING NOTIFICATION OF A HOUSE FIRE.

This resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

Passed this 13th day of February 2025.

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY