

ORDINANCE NO. 8 -99

By: Rick J. Shapiro

An Ordinance to authorize the Mayor and Auditor to execute a contract on behalf of the City with The American Bottling Company for the exclusive right to provide beverages to City facilities for a period of 10 years.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor and Auditor are hereby authorized to execute a contract with The American Bottling Company in a form approved by the City Attorney on the terms set forth in the term sheet attached to this Ordinance as Exhibit A and incorporated herein by this reference.

Section 2. That this Ordinance shall take effect and remain in force from and after the earliest period allowed by law.

Passed: Feb. 23, 1999

Jeff McCallal  
President of Council

Attest: Rich A. Levin  
Clerk of Council

Approved: 2/23, 1999  
David H. Madison  
David H. Madison, Mayor

January 26, 1999, first reading  
Feb. 9, 1999, second reading  
Feb. 23, 1999 - third reading, passed

TERM SHEET  
FOR  
EXCLUSIVE BEVERAGE CONTRACT

1. Parties: City of Bexley, Ohio, Purchaser  
The American Bottling Company, Vendor
2. Term: 10 year exclusive term for City buildings designated by City, including a community center (if constructed)
3. Products: Soft drinks, isotonic, teas, fruit drinks and bottled water
4. Commission:
  - a. \$55,000.00 within 30 days of first installation
  - b. Beginning on the earlier of the first day of Year 5 or date on which vendor recovers the initial commission of \$55,000.00, payable quarterly:

20 oz. Soft Drinks, Crystal Lite, and Bottled Water \$7.20/Cs 30% Rate Commission  
12 oz. Can Gatorade, Snapple, and Yoo-Hoo \$5.40/Cs 30% Rate Commission

**Note: 20 oz. Soft Drinks, Crystal Lite, and Bottled Waters at a \$1.00 vend.  
12 oz. Can Gatorade, Snapple, and Yoo-Hoo at a \$.75 vend.**

5. Other terms:
  - a. Vendor to provide City all equipment at no charge and provide adequate supply of drinks at all times
  - b. City shall have right to terminate for material breach without refund of any portion of initial commission
  - c. Vendor to hold harmless and indemnify the City