

1st Reading:
2nd Reading:

SPONSOR: CLAUSS

ORDINANCE NO. ____

BILL NO. 22-75

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH CARDINAL VENDING, INC. FOR VENDING MACHINE SERVICES.

WHEREAS, in February of 2021, pursuant to Ordinance No. 4096, the City of Fenton entered into a contract with Cardinal Vending, Inc. for Vending Machine Services at the Public Works Department and RiverChase (the “City-Contractor Agreement”); and

WHEREAS, in March of 2022, pursuant to Ordinance 4121, the Board of Aldermen authorized a First Amendment to the contract with Cardinal Vending, Inc. for Vending Machine Services to include a vending machine at City Hall; and

WHEREAS, on July 1, 2022, the YMCA assumed the operational management of the City’s Recreation Center, RiverChase, and the City no longer has a need for vending machines at RiverChase; and

WHEREAS, the Board of Aldermen now desires and finds it in the best interest of the City to amend the City-Contractor Agreement with Cardinal Vending, Inc. to remove the vending machines at RiverChase.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FENTON, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a second amendment to the City-Contractor Agreement with Cardinal Vending, Inc. for Vending Machine Services in substantially the form of Exhibit 1 attached hereto and incorporated herein by reference (the “Second Amendment”).

Section 2. This ordinance shall be in full force and effect after the date of its passage and approval.

ORD. NO. ____

ORD. NO. ____

PASSED this 22nd day of September, 2022.

JOE MAURATH, MAYOR

APPROVED this 22nd day of September, 2022.

JOE MAURATH, MAYOR

ATTEST:

Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Abstain:

Nays:

Absent:

ORD. NO. ____

EXHIBIT 1

**SECOND AMENDMENT TO THE CITY OF FENTON, MISSOURI
CONSULTANT/SERVICES CONTRACT
VENDING MACHINE SERVICES**

THIS SECOND AMENDMENT TO THE CITY-CONTRACTOR AGREEMENT for vending machine services at certain City of Fenton buildings made and effective as of September __, 2022 by and between the **City of Fenton**, a Missouri municipal corporation, hereinafter referred to as City, and **Cardinal Vending, Inc.** located at **1716 Rudder Industrial Park Dr, Fenton, Mo. 63026**, hereinafter referred to as "CONSULTANT,"

WHEREAS, in February of 2021, pursuant to Ordinance No. 4096, the City of Fenton entered into a contract with Cardinal Vending, Inc. for Vending Machine Services at the Public Works Department and RiverChase (the "City-Contractor Agreement"); and

WHEREAS, in March of 2022, pursuant to Ordinance 4121, the Board of Aldermen authorized a First Amendment to the contract with Cardinal Vending, Inc. for Vending Machine Services to include a vending machine at City Hall; and

WHEREAS, on July 1, 2022, the YMCA assumed the operational management of the City's Recreation Center, RiverChase, and the City no longer has a need for a vending machines at RiverChase; and

WHEREAS, both parties now desire to amend the City-Contract Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exhibit A of the City-Contractor Agreement is hereby amended to remove two (2) snack machines, one (1) healthy snack machine, two (2) glass front beverage machines, and one (1) beverage can machine at RiverChase.

2. The parties hereby reaffirm that all other provisions of the City-Contractor Agreement not specifically amended herein shall remain in full force and effect and shall be deemed incorporated herein and binding on the parties.

3. The City-Contractor Agreement together with the First Amendment and this Second Amendment represents the entire agreement among the parties and Cardinal Vending, Inc. agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in therein.

IN WITNESS WHEREOF, the parties hereto execute this Second Amendment the day and year first above written.

CITY OF FENTON

By: _____
JOE MAURATH, MAYOR

Date: _____

ATTEST:

CITY CLERK

CARDINAL VENDING, INC.

Signature: _____

By: _____

Title: _____

Date: _____