

RESOLUTION 2014-03

A RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A CONTRACT WITH CARDINAL VENDING SERVICES, LLC FOR VENDING MACHINE SERVICES AT THE MINERVA PARK POOL FOR THE 2014 POOL SEASON

WHEREAS, the Council of the Village of Minerva Park ("Village") desires to provide food services at the Minerva Park Pool for members and visitors; and

WHEREAS, the Village deems it necessary to contract with Cardinal Vending Services, LLC ("Cardinal Vending") to provide such vending machine services for the 2014 Minerva Park pool season;


NOW, THEREFORE, be it resolved by the Council of the Village of Minerva Park, Franklin County, State of Ohio, that:

Section 1. The Mayor is hereby authorized and directed to enter into a contract in a form substantially similar to the contract with Cardinal Vending Services, LLC attached hereto as Exhibit A and incorporated herein by reference for vending services with Cardinal Vending.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.


Section 3. All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

Section 4. This Resolution shall take effect and be in full force from the earliest period allowed by law.




Lynn Eisenfrout, Mayor, Village of Minerva Park

First Reading: February 10, 2014
Second Reading: March 10, 2014
Third Reading: April 14, 2014
Passed: April 14, 2014



Attest Lynda Sudderberg, Fiscal Officer,
Village of Minerva Park



Reviewed by Counsel

Location Agreement

This agreement, made this 8th day of February 2014 by and between **Cardinal Vending Services, LCC**, an Ohio Limited Liability Company located at 100 E. Campus View Blvd., Suite #120, Columbus, OH 43235 hereafter referred to as **VENDOR** and **Village of Minerva Park**, an incorporated Village located at 2829 Minerva Lake Rd., Columbus, OH 43231, hereafter referred to as **LOCATION** in consideration of the mutual covenants herein, the parties do agree as follows:

LOCATION grants to **VENDOR** the exclusive vending rights and privilege to sell and dispense the mutually agreed upon ice cream, snack and candy products, at **NO COST** to said location for product, installation, repair, or removal of the vending machine equipment.

The **LOCATION** shall receive a monthly commission based upon the **15%** of gross receipts less sales tax (if applicable) generated by each individual machine. **VENDOR** will provide documentation by the end of the following month detailing the monthly sales on each vending machine.

The **LOCATION** and **VENDOR** agrees to have the following machines installed: an ice cream machine, a M&M branded chilled candy machine, a Pringle branded chip machine, a Frito-Lay branded chip machine and a beverage vending machines.

LOCATION grants **VENDOR** access solely during all business hours to the **LOCATION's** premises for the purposes of providing service and maintenance, unless approved by a Village employee.

VENDOR is acknowledged to be the lessee of all machines and all equipment that may be brought upon **LOCATION's** property by **VENDOR**, and nothing in the Agreement will give **LOCATION** any interest in such machines, or equipment. Any damage done to machines or liability from the machines will be covered by **VENDOR's** insurance. If there is a major equipment failure, **VENDOR** will make every effort to complete repair within twenty-four hours of receipt of parts necessary to make the repair. Refilling services are to be provided by **VENDOR** on an "as needed" basis. The **LOCATION** has no rights to unplug, put "out of order" sign(s) on the machines or move the machines from the machines original location without the consent of the **VENDOR**.

CANCELLATION WITHOUT CAUSE - The term of this Agreement shall be for **May 10, 2014 to September 10, 2014**. Upon notice of termination, **VENDOR** has up to **30 days** to remove the equipment at no cost to the **LOCATION**.

CANCELLATION WITH CAUSE - If the equipment supplied by **VENDOR** does not meet **VENDOR'S** expectations of units sold, **VENDOR** has the right to remove the vending machines with 30-day notice to the **LOCATION**.

Products will be offered at specified prices determined by the **VENDOR**. Any change in the wholesale price may result in a change in the selling price through the vending equipment. Notice will be given to the **LOCATION** before the price increase. If **VENDOR** is dissatisfied with the quality, quantity or availability of products, **VENDOR** reserves the right to replace the products or machines with similar products or machines.

This document constitutes the entire agreement of the parties. **The parties are bound by this agreement.**

LOCATION and **VENDOR**, having read and agreed to all the terms herein, have signed this Agreement.

Location: Village of Minerva Park

Cardinal Vending Services, LLC:

Signature: _____

Signature: _____

Name: _____

Name: Ronald E. Robinson

Title: _____

Title: General Manager

Approved as to form:

Village Law Director