



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**August 26, 2021**

**Department** Administration

**Director Approval** David Cowan

**AGENDA ITEM** Consider authorizing the City Manager to sign a contract for vending services with Stephens Vending.

**SUMMARY RECOMMENDATION** City staff recommends approval.

**BACKGROUND** City staff requested proposals for vending services for Memorial Hall, Airport, Cemetery Shoppe, Zoo-Stevens Building, Park-Carousel and Park Ticket Booth for beverages; and Memorial Hall, Airport, and Cemetery Shop for snacks. Only one proposal was received. City staff recommends accepting the proposal from Stephens Vending with 5% of gross sales of beverages paid to the City of Independence, and 0% for snacks.

**SUGGESTED MOTION** I move to authorize the City Manager to sign a contract for vending services with Stephens Vending..

**SUPPORTING DOCUMENTS**

1. Stephens Vending Proposal
2. Agreement

# Stephens Vending

For: David Cowan  
Assistant City Manager

# References

## For

### Stephens Vending

John Deere

Coffeyville KS

Gina Bamberry

620-251-3400

Standard Motors

Independence KS

Bobby Mills

620-331-1000

Cobalt Boats

Neodesha KS

Terry Clark

620-325-2653

LMI

Fredonia KS

Jeff with Maintenance

620-378-4441

RK Steel

Fredonia KS

Seth Baker

620-378-2514

Orizon Aero

Chanute KS

Mandy Lantz

620-305-2400

Labette Health

Parsons KS

Teresa Demeritt

620-464-4112

Power Flame

Parsons KS

Terry Peck

620-421-0480

Kansas Crossing Casino

Pittsburg, KS

Cindy Burdick

620-687-1214

Gates Corporation

Iola, KS

Tami Comstock

620-365-4100

Spears Manufacturing

Caney, KS

Robert Brumback

620-879-2131

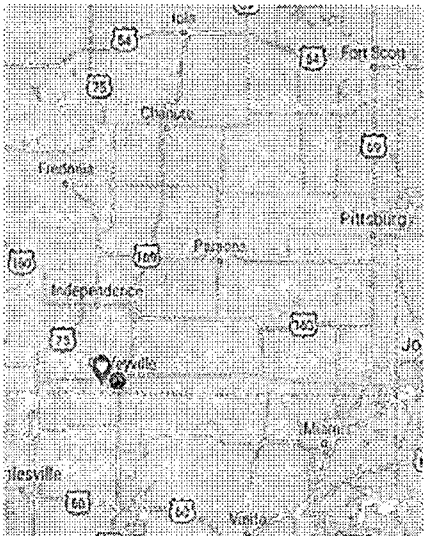
ICC Community Collage

Independence, KS

Johnathan Sadhoo

620-332-5412

Stephens Vending is located in Coffeyville KS and has been in business for 45 years at the same location. We currently have 22 Micro-Market and over 400 Vending machines on locations. We have 6 routes, with route drivers covering them 7 days a week. All our route trucks are DOT approved and inspected daily, with newest systems installed for transporting food and milk safely following health guidelines. Our area covers all of Southeast KS and Northeast OK. (See map below)



We have 3 trained machines technicians and our own IT technician that are available 24/7, if there are any issues with the markets or vending.

We just expand our office/warehouse from 4,800 sqft to 11,200 sqft. Which allows use to keep all our trucks inside and out of the elements. Our storeroom is separate from that and is a clean environment and temperature controlled all year.

Our goal at Stephens Vending is to be your partner in providing an extra benefit to your employees. Offering a large verity of product for every budget, guaranteed freshness of product, and first-class service 7 days a week if needed.



**AMCO INSURANCE COMPANY**  
**1100 LOCUST ST DEPT 1100**  
**DES MOINES, IA 50391-2000**

01667  
**RENEWAL**

**COMMERCIAL GENERAL LIABILITY DECLARATIONS**

Policy Number: **ACP GLAO 7230059504**

Named Insured: **STEPHENS VENDING CORPORATION**

Address: **PO BOX 806**  
**COFFEYVILLE** **KS 67337-0806**

Agent: **DITTMANN INS AGENCY** **15-01667-002**  
Address: **PITTSBURG KS 66762** PRODUCER: **KIP D BOLLINGER**

Policy Period: From **06/01/21** to **06/01/22** 12:01 A.M. standard time at the address of the named insured as stated herein.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**LIMITS OF INSURANCE**

<b>GENERAL AGGREGATE LIMIT (other than products-completed operations)</b>	\$	<b>2,000,000</b>
<b>PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT (see classification shown on the attached schedule to determine applicability of products liability coverage)</b>	\$	<b>2,000,000</b>
<b>PERSONAL AND ADVERTISING INJURY LIMIT</b>	\$	<b>1,000,000</b>
<b>EACH OCCURRENCE LIMIT</b>	\$	<b>1,000,000</b>
<b>DAMAGE TO PREMISES RENTED TO YOU LIMIT (any one premises)</b>	\$	<b>100,000</b>
<b>MEDICAL EXPENSE LIMIT (any one person)</b>	\$	<b>1,000</b>

Retroactive Date (CG0002 only)

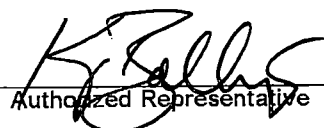
The Named Insured is: **CORPORATION**  
Business of the Named Insured is: **VENDING MACHINE**  
Audit Period: **ANNUAL**

ENDORSEMENTS ATTACHED TO THIS POLICY

**SEE COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTS SCHEDULE**

Replacement or  
Renewal Number **ACP GLAO7220059504**  
**A PACKAGE MODIFICATION FACTOR HAS BEEN APPLIED**

Countersigned By

  
Authorized Representative



"Delivering Excellence"

**VENDING MACHINE PROPOSAL FORM**

Proposals must be received by 2:00 p.m. on August 19, 2021. Any proposals received after the deadline will not be considered. Submitted proposals shall be honored for a minimum of 30 days after the proposal deadline.

Stephens Vending  
Company Name

1112 W 12<sup>th</sup>  
Address

Coffeyville KS  
City and State

620-252-8257  
Phone / Mobile Phone

~~XXXXXXXXXX~~ StephensVendingCK@yahoo.com  
Email Address

*[Signature]*  
Owner Signature

8-10-21  
Date

LOCATION	LOCATION ADDRESS	SNACKS	PERCENTAGE OF GROSS SALES TO BE PAID TO THE CITY
Memorial Hall	410 N Pennsylvania Ave	1	0%
Airport	498 Freedom Drive	1	0%
Cemetery Shop	1300 N Pennsylvania Ave	1	0%
		<b>BEVERAGES</b>	
Memorial Hall	410 N Pennsylvania Ave	1	5%
Airport	498 Freedom Drive	1	5%
Cemetery Shop	1300 N Pennsylvania Ave	1	5%
Zoo-Stevens Building	1736 N 5th Street	1	5%
Park-Carousel	1736 N 5th Street	1	5%
Park-Ticket Booth	1736 N 5th Street	1	5%

*The City of Independence reserves the right to reject, add or delete options after the proposal is awarded and expects appropriate credit or debit for said options. The City of Independence reserves the right to accept or reject any or all proposals or to waive any irregularities should any occur as may best benefit the City.*

**STRATEGIC VISION:** Customer Service Excellence – Continuous Improvement – Teamwork





*"Delivering Excellence"*

2. The Vendor shall assume full responsibility for its employees or agents' actions and shall repair or replace within ten (10) days any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City. Should the damage not be rectified within the timeframe agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the Vendor such cost as may be reasonable and related to damage caused by the Vendor and deduct these costs from any payment due the Vendor.
3. It is mutually understood and agreed that the Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the City of Independence; but in no case shall consent relieve the Vendor from his obligations or change the terms of the contract.

## AGREEMENT FOR VENDING SERVICES

*This Agreement* is entered into by and between the **City of Independence, Kansas**, hereafter CITY, and Stephens Vending, hereafter VENDOR, as follows:

1. **Vending Equipment.** VENDOR shall be permitted to locate and install vending machines in the buildings known as: Memorial Hall/Civic Center; Airport Office; Cemetery Shop owned by CITY for the sale of beverages and snacks to the general public and Stephens Building; Carousel; Ticket Booth owned by CITY for the sale of beverages to the general public. The placement locations of the vending machines shall be pre-approved by CITY.

2. **Vending Services.** VENDOR shall be responsible for and hold the CITY harmless from all expenses and responsibility related to maintenance and upkeep of the vending machines installed pursuant to this agreement. VENDOR shall periodically service the vending machines located on CITY's property, keep them well stocked, and keep them in good working order. Any issues regarding malfunctioning of the vending machines with members of the general public shall be satisfactorily resolved between the VENDOR and the member of the public.

3. **Insurance.** VENDOR shall maintain general commercial liability insurance covering customers using its vending machines installed on CITY's property and shall name CITY as an additional insured.

4. **Compensation.** In exchange for the opportunity to provide vending machines and vending services to the general public on CITY's property, VENDOR shall pay CITY a commission based upon gross sales for beverage sales and for snack sales. The commission shall be paid to the CITY on a monthly basis, or on a periodic basis

as mutually agreed between the parties and VENDOR shall provide CITY a printout of total collections to verify that the commission being paid is correct.

5. **Term.** This agreement shall be for a term of one year beginning \_\_\_\_\_, 2021, and ending \_\_\_\_\_, 2022. Thereafter, this agreement shall automatically renew unless either party notifies the other party thirty (30) days in advance of the renewal date that it wishes to terminate the agreement. In addition, either party may terminate this agreement for convenience upon ninety (90) days written notice to the other party.

**City of Independence, Kansas**

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
Kelly Passauer, City Manager

8-10-21  
DATE

By: *Adam Vander Linden*  
*Adam Vander Linden*  
*Director of Operations*