



**SMITHVILLE, MISSOURI**  
**Board of Aldermen - Regular Session**

**7:00 p.m.**

**March 3, 2020**

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**AGENDA**



**City of Smithville, Missouri  
Board of Aldermen – Regular Session Agenda  
March 3, 2020  
7:00 pm - Council Chambers**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Proclamation – Meritorious Service Award to Jasper Farr**
- 4. Oath of Office**  
**Mayor Boley to Swear in New Officer Melissa Knowles**
- 5. Consent Agenda**
  - **Minutes**
    - February 4, 2020 Board of Alderman Regular Session Minutes
  - **Finance Report**
    - Financial Report for December 2019
    - Financial Report for January 2020

**REPORTS FROM OFFICERS AND STANDING COMMITTEES**

- 6. Committee Reports**
  - Planning and Zoning Commission
  - Parks and Recreation Committee
- 7. City Administrator’s Report**

**ORDINANCES & RESOLUTIONS**

- 8. Resolution 770, Approve Payment to HB Construction**

A Resolution approving payment to HB Construction in an amount of \$26,279.70 for repair work completed to the City’s water distribution and storm sewer system.

## Smithville Board of Aldermen

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- 9. Resolution 771, Award Bid No. 20-04, Main Street Water Line**  
A Resolution to award Bid No. 20-04, Main Street Water Line, to Menke Excavating, LLC for an amount not to exceed \$698,161.43 for the Main Street water line improvement project.
- 10. Resolution 772, Authorization No. 90, 188<sup>th</sup> Street Water Lines at 169 Hwy**  
A Resolution authorizing the Mayor to execute Authorization No. 90 with HDR, Inc. for engineering services for the relocation design of the water lines at 188<sup>th</sup> Street and 169 Hwy.
- 11. Resolution 773, Liquor License for Aroma Bistro**  
A Resolution approving a liquor license for Adriana Vandeputte doing business as Aroma Bistro, located at 14121 Earthworks Drive.
- 12. Resolution 774, Tower Maintenance Contract with McGuire Iron, Inc.**  
A Resolution authorizing the Mayor to execute an agreement with McGuire Iron, Inc. for the maintenance on the Southwest Water Tower and cancel the original agreement dated November 21, 2017.
- 13. Resolution 775, Liquor License for Jaestar, Inc.**  
A Resolution approving a liquor license for Jason Crees doing business as Jaestar, Inc., located at 111 N. Bridge Street.

### OTHER MATTERS BEFORE THE BOARD

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- 14. Public Comment**  
Pursuant to the public comment policy, a Public Comment Card must be submitted to the City Clerk prior to the meeting. When recognized, please state your name, address and topic before speaking. Each speaker is limited to three (3) minutes.
- 15. Appointment**  
The Mayor will make a nomination for the Legacy Fund Committee.  
Angela Gillen – she will replace Bob Foster
- 16. New Business From The Floor**  
Pursuant to the order of business policy, members of the Board of Aldermen may request a new business item appear on a [future meeting agenda](#).
- 17. Adjourn**

**CONSENT AGENDA**



# City of Smithville

**Meeting Date:** March 3, 2020

**Department:** Administration

**Agenda Item:** Consent Agenda

**Summary:**

Voting to approve would approve the Board of Aldermen minutes and Financial Reports.

**Purpose:**

The Board of Aldermen can review and approve by a single motion. Any item can be removed from the consent agenda by a motion. The following items are included for approval:

**Minutes**

- Approve the February 4, 2020 Board of Alderman Regular Session Minutes

**Financial Report**

- Finance Report for December 2019
- Finance Report for January 2020

**Impact**

Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A
Capital Improvement Plan:	N/A
Budget:	N/A

**Legislative History:**

N/A

**Suggested Action:**

A motion to approve the consent agenda

**Attachments:**

- Plans     
  Contract     
  Staff Report  
 Ordinance     
  Resolution     
  Minutes     
  Other: Finance Reports

# Smithville Board of Aldermen

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Board of Aldermen Minutes – February 4, 2020 Regular Session

## SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

February 4, 2020 7:00 p.m.  
City Hall Council Chambers

### 1. Call to Order

Mayor Boley called the meeting to order at 7:00 p.m. A quorum of the Board was present: Steve Sarver, Marv Atkins, John Chevalier, Melissa Wilson, Jeff Bloemker and Josh Hurlbert. Staff present: Cynthia Wagner, Chuck Soules, Chief Jason Lockridge, Jack Hendrix and Linda Drummond.

### 2. Pledge of Allegiance lead by Mayor Boley

### 3. Mayor's Proclamation – Kansas City Chief's Super Bowl LIV Win



*Figure 1 - Mayor Boley's Proclamation for KC Chief's Super Bowl Win with his daughter Anastasia*

### 4. Consent Agenda

- **Minutes**
  - January 21, 2020 Board of Alderman Work Session Minutes
  - January 21, 2020 Board of Alderman Regular Session Minutes

No discussion.

Alderman Hurlbert moved to approve the consent agenda. Alderman Atkins seconded the motion.

Ayes – 6, Noes – 0, motion carries. The Mayor declared the consent agenda approved.

## **REPORTS FROM OFFICERS AND STANDING COMMITTEES**

### **5. Committee Reports**

Cynthia reported on the January 28 Fire Liaison meeting. They discussed upcoming ballot issues; the City's Parks and Recreation/Stormwater Sales Tax in April and the Fire Protection District's property tax in August to help fund fire district operations. They discussed the City's 2030 Comprehensive Plan update. They also discussed the fire hydrant maintenance relating to ISO rating. Staff will be scheduling a meeting with Fire Chief, Dave Cline to discuss hydrant maintenance.

### **6. City Administrator's Report**

Cynthia stated that staff had previously reported that bids for the City Hall Renovation project came in over budget. Dan Toleikis, Finance Director, is the lead person on the project and has been out for paternity leave. He is back intermittently. Staff will be meeting with the architect and the low bidder for the project on Friday to see if we can identify cost savings. Project costs will likely be more than the \$75,000 amount budgeted. There is also \$25,000 budgeted in 2020 for a space analysis for the Police Department needs. Staff will likely recommend utilizing these funds for improvements to the Council Chambers. The renovations were anticipated to be done in two phases. The east side of the building and the Council Chambers being the first phase and the Police Department in the second phase. The first phase would include a complete reconfiguration of the Council Chambers, creating a hallway to separate the meeting space from the restrooms, remodeling the restrooms, creating a meeting room in the vestibule, and minor cosmetic updates such as paint and carpet to the offices. She explained that the \$75,000 will probably only address improvements to the Council Chambers. This project likely will entail creating the hallway to separate the restrooms, lowering the ceiling to 13 feet, change the lighting and electrical and the ductwork for the HVAC. The restroom renovations were also a pretty significant cost. We had also hoped to create a dais for the governing body similar to the set-up we have it built-in with a new AV system. Staff will be working to see if we can accomplish one of those renovations, if not both. We should have additional information on Friday, that will hopefully be within the budgeted \$100,000, to be able to bring before the Board at the next meeting.

The Department of Agriculture completed an annual inspection of the Animal Shelter on Friday, January 31. The animal shelter passed with flying colors: there were no non-compliant issues identified and no negative comments on the report. This is the fifth straight year the animal shelter has received such a positive review during the annual inspection.

Cynthia reminded the Board that last fall during a Work Session, we discussed the process to update Building Codes. Jack Hendrix, Development Director, continues to

work through that process. He continues to consult with ITBS, who we contract with for other inspections. They work with several communities throughout the Kansas City area and monitor those codes. Jack is also in discussion with other communities concerning their progress in adopting the new codes. The City of Mission Kansas has adopted the 2018 Building Codes. Both Kansas City and Overland Park are continuing with their revisions. We have received recommendations from the Kansas City Home Builders Associations with their feedback on the 2018 Building Codes and are taking them into review as well.

In Missouri, the adoption includes a public notice to make the public aware that we are reviewing the new codes and then allow for a public comment period. Jack has submitted the public notice to be published in the newspaper Thursday, February 6. This sets the earliest approval date for the 2018 IBC for early May. Staff will continue to review the information. A Work Session will be scheduled to review the information with the Board and staff will bring forward the adoption of the 2018 Building Codes in May or the first part of June.

Cynthia reminded the Board that the Main Street Town Hall Meeting will be Monday, February 10 from 6:00 p.m. to 8:00 p.m. at the High School cafeteria. This is the kick-off for our Missouri Main Street Program.

The 2020 State of the Cities Luncheon is Friday, February 28 at Harrah's from 11:30 a.m. to 1:00 p.m. The event is sponsored by the Northland Economic Development Council. If anyone from the Board is interested in attending please let Linda Drummond, City Clerk, know.

Mayor Boley requested that the February 18 Board of Alderman be canceled if the items on the agenda could be moved to the March 3 meeting. He said that he will not be able to attend the February 18 meeting. He also said with the 2030 Comprehensive Planning meetings scheduled for March, the Board will be very busy.

Cynthia stated that the 2030 Comprehensive Plan schedule for March is:  
Monday 23 March: 2:00 p.m. - 4:00 p.m. Recreation and Connectivity Task Force  
Mid-Continent Library, Smithville.

Tuesday 24 March: 2:00 p.m. - 4:00 p.m. Small-Town Feel and Sense of  
Community Task Force  
Mid-Continent Library, Smithville

Tuesday 24 March: 6:00 p.m. – 8:00 p.m. Economic Development Task Force  
City Hall, Smithville

Wednesday 25 March: 2:00 p.m. - 4:00 p.m. Housing and Neighborhood Options  
Task Force  
Mid-Continent Library, Smithville

Thursday 26 March: 6:30 p.m. - 8:30 p.m. All-Task Force Meeting  
Smithville High School, Smithville

A draft survey testing themes identified at the Comprehensive Plan kick-off meeting will go to the Planning Commission for comment. It is anticipated that survey instrument will be distributed later next week. The consultants will gather the results from the survey and staff should have those sometime in late March.

Alderman Hurlbert stated that he would not be able to be at the February 18 meeting.

It was decided there will be no Board of Alderman meeting, Work Session or Regular Session, on Tuesday, February 18. The next Board of Alderman meeting is Tuesday, March 3.

## **ORDINANCES & RESOLUTIONS**

### **7. Bill No. 2853-20, Amending Various Sections of the Municipal Code -2<sup>nd</sup> Reading**

Alderman Hurlbert moved to approve Bill No. 2853-20, amending and adopting various sections of the Code of Ordinances for the City of Smithville. 2<sup>nd</sup> reading by title only. Alderwoman Wilson seconded the motion.

No discussion.

Upon roll call vote:

Alderman Hurlbert – Aye, Alderman Chevalier – Aye, Alderman Bloemker – Aye, Alderwoman Wilson – Aye, Alderman Sarver – Aye, Alderman Atkins – Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2853-20 approved.

### **8. Bill No. 2854-20, Agreement with MoDOT for Improvements to Routes 92 – Emergency Ordinance sponsored by Mayor Boley – 1<sup>st</sup> and 2<sup>nd</sup> Readings**

Alderman Bloemker moved to approve Bill No. 2854-20, authorizing and directing the Mayor to execute an agreement with MoDOT for public improvements to Route 92. 1<sup>st</sup> reading by title only. Alderman Chevalier seconded the motion.

No discussion.

Upon roll call vote:

Alderwoman Wilson – Aye, Alderman Sarver – Aye, Alderman Atkins – Aye, Alderman Hurlbert – Aye, Alderman Chevalier – Aye, Alderman Bloemker – Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2854-20 approved first reading.

Alderman Hurlbert moved to approve Bill No. 2854-20, authorizing and directing the Mayor to execute an agreement with MoDOT for public improvements to Route 92. 2<sup>nd</sup> reading by title only. Alderman Atkins seconded the motion.

No discussion.

## Smithville Board of Aldermen

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Upon roll call vote:

Alderman Atkins – Aye, Alderman Sarver – Aye, Alderwoman Wilson – Aye,  
Alderman Bloemker – Aye, Alderman Chevalier – Aye, Alderman Hurlbert – Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2854-20 approved.

**9. Resolution 768, Amendment to the Schedule of Fees**

Alderman Sarver moved to approve Resolution 768, amending the Schedule of Fees to reflect the new Water and Wastewater Rates. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Resolution 768 approved.

**10. Resolution 769, Final Plat – Estates at the Ranch**

Alderwoman Wilson moved to approve Resolution 769, to approve the final plat for the Estates at the Ranch, land south and east of the intersection of 144<sup>th</sup> Street and Tillman Road. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 769 approved.

### OTHER MATTERS BEFORE THE BOARD

**11. Public Comment**

None

**12. New Business from the Floor**

None

**13. Adjourn**

Alderman Hurlbert moved to adjourn. Alderman Sarver seconded the motion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 7:18 p.m.

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Linda Drummond, City Clerk

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Damien Boley, Mayor

Financial Report – December 2019

**FY20 BUDGET - FINANCIAL UPDATE**

12/31/19

REVENUES, BY FUND	FY19 Actual	FY20 Budget	FY20 YTD	FY20 Projection	
GENERAL FUND	5,584,696.61	4,545,530.00	543,801.91	4,545,530.00	11.96%
CAPITAL PROJECTS FUND	4,182,447.81	10,000.00	-	238,120.00	0.00%
CAPITAL IMPROVEMENT SALES TAX FUND	451,246.42	475,080.00	83,226.36	475,080.00	17.52%
DEBT SERVICE FUND	127,417.32	556,280.00	-	556,280.00	0.00%
TRANSPORTATION SALES TAX FUND	531,228.30	475,080.00	84,405.64	475,080.00	17.77%
COMBINED WATER & WASTEWATER SYSTEMS FUND	3,916,329.60	4,381,400.00	663,953.21	4,381,400.00	15.15%
SANITATION FUND	780,003.87	840,360.00	134,600.13	840,360.00	16.02%
	<b>15,573,369.93</b>	<b>11,283,730.00</b>	<b>1,509,987.25</b>	<b>11,511,850.00</b>	13.38%

EXPENDITURES, BY FUND	FY19 Actual	FY20 Budget	FY20 YTD	FY20 Projection	
GENERAL FUND	4,789,346.43	5,195,860.00	828,496.71	5,424,590.00	15.95%
CAPITAL PROJECTS FUND	4,230,808.48	1,502,200.00	268,057.45	1,882,370.00	17.84%
CAPITAL IMPROVEMENT SALES TAX FUND	127,417.32	556,280.00	-	798,910.00	0.00%
DEBT SERVICE FUND	127,417.32	325,020.00	-	325,020.00	0.00%
TRANSPORTATION SALES TAX FUND	603,018.57	380,000.00	14,625.34	380,000.00	3.85%
COMBINED WATER & WASTEWATER SYSTEMS FUND	9,080,584.11	5,662,850.00	657,232.11	6,690,170.00	11.61%
SANITATION FUND	786,350.04	835,290.00	143,402.73	835,290.00	17.17%
	<b>19,744,942.27</b>	<b>14,457,500.00</b>	<b>1,911,814.34</b>	<b>16,336,350.00</b>	13.22%

[Full Financial Report – December 2019](#)

Financial Report – January 2020

**FY20 BUDGET - FINANCIAL UPDATE**

1/31/20

REVENUES, BY FUND	FY19 Actual	FY20 Budget	FY20 YTD	FY20 Projection	
GENERAL FUND	5,584,696.61	4,545,530.00	1,658,253.56	4,545,530.00	36.48%
CAPITAL PROJECTS FUND	4,182,447.81	238,120.00	-	238,120.00	0.00%
CAPITAL IMPROVEMENT SALES TAX FUND	451,246.42	475,080.00	126,476.53	475,080.00	26.62%
DEBT SERVICE FUND	127,417.32	556,280.00	-	556,280.00	0.00%
TRANSPORTATION SALES TAX FUND	531,228.30	475,080.00	127,731.67	475,080.00	26.89%
COMBINED WATER & WASTEWATER SYSTEMS FUND	3,916,329.60	4,381,400.00	1,032,185.30	4,381,400.00	23.56%
SANITATION FUND	780,003.87	840,360.00	202,934.85	840,360.00	24.15%
	<b>15,573,369.93</b>	<b>11,511,850.00</b>	<b>3,147,581.91</b>	<b>11,511,850.00</b>	27.34%

EXPENDITURES, BY FUND	FY19 Actual	FY20 Budget	FY20 YTD	FY20 Projection	
GENERAL FUND	4,789,346.43	5,424,590.00	1,129,424.09	5,424,590.00	20.82%
CAPITAL PROJECTS FUND	4,230,808.48	1,882,370.00	374,781.37	1,882,370.00	19.91%
CAPITAL IMPROVEMENT SALES TAX FUND	127,417.32	798,910.00	-	798,910.00	0.00%
DEBT SERVICE FUND	127,417.32	325,020.00	-	325,020.00	0.00%
TRANSPORTATION SALES TAX FUND	603,018.57	380,000.00	22,845.42	380,000.00	6.01%
COMBINED WATER & WASTEWATER SYSTEMS FUND	9,080,584.11	6,690,170.00	822,744.97	6,690,170.00	12.30%
SANITATION FUND	786,350.04	835,290.00	276,048.75	835,290.00	33.05%
	<b>19,744,942.27</b>	<b>16,336,350.00</b>	<b>2,625,844.60</b>	<b>16,336,350.00</b>	16.07%

[Full Financial Report – January 2020](#)

CITY ADMINISTRATOR'S REPORT



## City Administrator's Report

February 27, 2020

### Change in Meeting Dates

A number of events in March and early April affect the meeting schedule. Mayor Boley has identified the following changes to the meeting dates:

- No meeting March 17 (spring break week)
- March 31 meeting moved to Monday, March 30 (to allow attendance at candidate forum on March 31)
- April 7 meeting moved to Monday, April 6 (April 7 is Election Day)

### Development Services Entrance

Beginning Monday, March 9, the Development Services Department will be accessible via the back entrance of City Hall. The rear door on the east end of City Hall will be open from 8:00 a.m. to 4:30 p.m. daily for walk-in customers. New signage outlining entrances has been ordered and should be in and installed the Friday prior. This is the last phase of the renovation of the Development Services area to better serve customers. We will be providing information on this change via social media and the city's web page as well.

### City Hall Renovation

Staff and the architect continue to work with the bidder for this project to bring forward a bid and a timeline for renovation of the meeting room. We currently anticipate bringing this recommendation to the Board at the March 30 meeting, with construction to begin thereafter.

### Comprehensive Plan Update

Staff continues with weekly coordination calls with Future iQ and John Stover and Associates in developing the process for the Comprehensive Plan Update. The survey is available on the project portal, <https://lab.future-iq.com/city-of-smithville-comprehensive-planning->

## Smithville Board of Aldermen

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[process-2020/?fbclid=IwAR3X2HvDr9sP9KFaIXqvbeYDJJNLbIS6n3kjNQxC4NGMqnDy1vCMDHx1k5k](https://www.smithvillemo.gov/process-2020/?fbclid=IwAR3X2HvDr9sP9KFaIXqvbeYDJJNLbIS6n3kjNQxC4NGMqnDy1vCMDHx1k5k). The survey and results will serve as the basis, along with information gleaned from the January 13 kick-off meeting, for a deep dive into the focus group areas in late March. Focus group meetings on each of the pillar areas are scheduled as follows:

*Recreation and Connectivity Task Force*

Monday, March 23 2:00 Mid Continent Public Library

*Small Town Feel and Sense of Community Task Force*

Tuesday, March 24 2:00 Mid Continent Public Library

*Business and Economic Development Task Force*

Tuesday, March 24, 6:00 City Hall

*Housing and Neighborhood Options Task Force*

Wednesday, March 25 2:00 Mid Continent Public Library

*All Task Force Meeting/Wrap Up of the Week*

Thursday, March 26 6:30 Smithville High School Cafeteria

### **Recreation Program Participation**

Soccer registration closed on Sunday, February 23, 2020. 138 kids are registered - 15 more than last spring. Soccer clinic registrations closed a week early because we hit max enrollment of 40 kids. This is the first time we have hit max enrollment for our soccer clinic.

Baseball, softball, and t-ball registrations are open until March 22, 2020.

### **Parks and Recreation Director Recruitment**

We had more than 30 qualified applications for the position of Parks and Recreation Director. Six candidates were interviewed this week by a panel comprised of myself, Mayor Boley, Aldermen Chevalier and the members of management team. All six were strong candidates. I'm in the process now of interviewing a few finalists and anticipate a recommendation within the next week or so.

### **Street Sweeping Schedule**

The Street Division has developed a schedule for sweeping the streets. The 2020 street sweeping season will begin in March and April. Following is the schedule for the first sweeping for this season:

March 30, 2020 - Downtown

April 1, 2020 - Harbor Lake, Diamond Crest, Clay Creek, Lake Meadows, Rock Creek

April 6, 2020 - Wildflower, Rollins Landing, Harborview, Greyhawke

April 13, 2020 - Downtown (and surrounding area), Cedar Lake

April 20, 2020 - Stonebridge, Ashmont, Hills of Shannon, Woods Court, Forest Oaks

This schedule will be repeated in July and October. Street sweeping schedule and information is posted to the website, <https://www.smithvillemo.org/newsview.aspx?nid=5998>

**APPROVE PAYMENT TO HB CONSTRUCTION**



# City of Smithville

**Meeting Date:** March 3, 2020

**Department:** Public Works

**Agenda Item:** Resolution 770, approving payment to HB Construction in an amount of \$26,279.70 for repair work completed to the City's Water distribution and Storm Sewer System.

**Summary:**

Voting to approve would acknowledge certain work that was completed by the contractor and authorize the City Administrator to make payment.

**Purpose:**

Occasionally, staff finds infrastructure that has failed while other work is being completed.

Having a contractor on site that is capable to make the repairs is efficient and saves the City additional costs for mobilization.

To this end, authorization of an expense in the amount of \$26,279.70 is included in the attached resolution. This expenditure was necessary to make repairs to the water distribution and storm sewer systems while similar work was being performed which provided the most efficient and economical response.

Last August, work was occurring simultaneously on water lines relating to development at Market Place and Eagle Ridge. Utility staff identified opportunities to make necessary adjustments to city lines while exposed.

HB Construction installed a 12-inch water main for the Market Place development. While completing the work on Commercial Street, the City hired HB Construction to replace a broken 8" valve and install an additional 12" valve that will provide the City with additional capabilities to isolate certain areas of water lines without disrupting customer services. The cost for this work was \$9,728.35. This expense will be paid from maintenance funds in the Combined Water and Wastewater Systems fund (CWWS).

The City also had HB Construction reconnect the fire line that services the nursing home.

The cost for this work was \$4,950.00. This expense will also be paid from the CWWS fund.

During the installation of the watermain for Market Place, a storm sewer line was found to be broken and filled with flowable fill, plugging the line. HB Construction completed

the removal, replacement and street repair needed to repair the storm sewer. The cost for this work was \$11,601.35. This expense will be paid from the Transportation Sales Tax fund.

**Impact**

Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A
Capital Improvement Plan:	N/A
Budget:	While not budgeted, funds are available in the 2020 Transportation Sales Tax Fund and CWWS Fund budgets.

**Legislative History:**

N/A

**Suggested Action:**

Motion to approve the Resolution 770.

**Attachments:**    Plans       Contract       Finance Report  
 Ordinance    Resolution    Minutes    Other:   Invoice

**RESOLUTION 770**

**A RESOLUTION APPROVING PAYMENT TO HB CONSTRUCTION IN AN AMOUNT OF \$26,279.70 FOR REPAIR WORK COMPLETED TO THE CITY'S WATER DISTRIBUTION AND STORM SEWER SYSTEM**

**WHEREAS**, repairs to the water distribution and storm sewer systems were identified while other projects in the area were under construction; and,

**WHEREAS**, in order to complete the repairs in an efficient and economical manner, the City hired HB Construction to complete the repairs; and,

**WHEREAS**, this sole source purchase was utilized in order to reduce costs of mobilization; and,

**WHEREAS**, the work was completed, at a total cost of \$26,279.70.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:**

**AUTHORIZE THE CITY ADMINISTRATOR TO APPROVE PAYMENT TO HB CONSTRUCTION IN AN AMOUNT OF \$26,279.70 FOR REPAIR WORK COMPLETED TO THE CITY'S WATER DISTRIBUTION AND STORM SEWER SYSTEM.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3rd day of March 2020.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk



15955 NW 120th Street  
 Platte City, MO 64079  
 (816) 330-3600

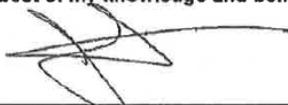
**BILL TO:**  
 City of Smithville, MO  
 107 W Main Street  
 Smithville, MO 64089

**Invoice**

**DATE:** 11/14/0219  
**JOB #:** 19MO03JYWE  
**HB JOB #:** 1909  
**JOB NAME/ADDRESS:**  
 Smithville Marketplace  
 Smithville, MO 64089

DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<b>Added Valves at Water Main Tie In Material &amp; Labor</b>				
Added Valves/Fittings - Material	1.00	LS	\$ 6,326.45	\$ 6,326.45
Aggregate - 1/2" Clean	5.00	TON	\$ 19.50	\$ 97.50
Concrete w/ Short Load Charge	3.00	YDS	\$ 150.00	\$ 450.00
Dewater	1.00	LS	\$ 250.00	\$ 250.00
Volvo 145 (w/operator)	4.00	HR	\$ 175.00	\$ 700.00
Skid Steer (w/operator)	4.00	HR	\$ 125.00	\$ 500.00
Laborer (2 men, 20 hours each)	12.00	HR	\$ 35.00	\$ 420.00
Supervisor	2.00	HR	\$ 50.00	\$ 100.00
<b>Added Storm Sewer Work - Material &amp; Labor</b>				
Flowable Fill	22.50	CY	\$ 93.25	\$ 2,098.13
Street Patch w/ Short Load Charge	14.00	CY	\$ 148.93	\$ 2,175.00
12" HDPE	20.00	FT	\$ 6.00	\$ 120.00
12" Split Coupling	2.00	EA	\$ 13.03	\$ 26.06
Volvo 145 (w/operator)	7.50	HR	\$ 175.00	\$ 1,312.50
Skid Steer (w/operator)	7.50	HR	\$ 125.00	\$ 937.50
Laborer (2 men, 15 hours each)	30.00	HR	\$ 35.00	\$ 1,050.00
Dump Truck (w/dump fee)	2.00	HR	\$ 170.00	\$ 340.00
Aggregate - 1/2" Clean	25.00	TON	\$ 19.50	\$ 487.50
Concrete Work - Sidewalk / Curb	1.00	LS	\$ 2,000.00	\$ 2,000.00
<b>Fire Line Reconnect for City</b>				
Labor	1.00	LS	\$ 4,500.00	\$ 4,500.00
<b>Subtotal</b>				<b>\$ 23,890.64</b>
OHP 10%				\$ 2,389.06
<b>City of Smithville Invoice Total</b>				<b>\$ 26,279.70</b>
<b>Hoy Excavation - Added Valves at Water Main Tie In</b>				
Added Valves/Fittings - Material	1.00	LS	\$ 2,931.60	\$ 2,931.60
Aggregate - 1/2" Clean	5.00	TON	\$ 19.50	\$ 97.50
Concrete w/ Short Load Charge	1.50	YDS	\$ 150.00	\$ 225.00

# Smithville Board of Aldermen

Dewater	1.00	LS	\$ 250.00	\$ 250.00	
Volvo 145 (w/operator)	20.00	HR	\$ 175.00	\$ 3,500.00	
Skid Steer (w/operator)	20.00	HR	\$ 125.00	\$ 2,500.00	
Laborer (2 men, 20 hours each)	35.50	HR	\$ 35.00	\$ 1,242.50	
Supervisor	8.00	HR	\$ 50.00	\$ 400.00	
<b>Subtotal</b>				<b>\$ 11,146.60</b>	
OHP 10%				\$ 1,114.66	
<b>Hoy Excavation Invoice Total</b>				<b>\$ 12,261.26</b>	
<b>DESCRIPTION OF WORK</b>				<b>SUB TOTAL</b>	
Added valves for the City of Smithville & Hoy Excavation at the water main tie in, at Commercial Avenue and Hospital Drive. Demo existing storm inlet and install new nyloplast curb inlet and piping. Fire line reconnect for the city. Curb / Sidewalk Install Includes credit for base contract work at water main extension, opening road and pouring back.				\$ 38,540.96	
				OH&P (10%)	inc.
				SALES TAX	inc.
				LESS PAYMENTS	
				<b>BALANCE DUE</b>	<b>\$ 38,540.96</b>
<b>To the best of my knowledge and belief, I certify that all costs listed above are correct.</b>					
				11/14/0219	
Contractor Signature: Jason Hill				Date	

**BID AWARD NO. 20-04 – MAIN STREET WATER LINE**



# City of Smithville

**Meeting Date:** March 3, 2020      **Department:** Public Works

**Agenda Item:** Resolution 771– Main Street Water Line Improvements Bid Award

**Summary:**  
 The FY20 Budget includes \$849,900 in the Water Impact Fees Fund for the Main Street Water Line Improvements project.

This Project includes the construction of approximately 1,700 linear feet of 12-inch PVC potable water line, 2,500 linear feet of 8-inch PVC potable water line, 6 fire hydrants, 21 gate valves, 2,850 square yards street patches, site restoration, and all associated appurtenances on Main Street from Commercial Street to Meadow Street and on Liberty Road to Brasfield Street.

In accordance with the City’s Municipal Code, Chapter 150 – Purchasing Policy, a Request for Proposal (RFP) was issued on 1/30/2020 with a closing date of 2/19/2020.

Ten bids were received (bid tabulation and engineer’s recommendation are attached).

**Purpose:**  
 To award Bid#20-04 to Menke Excavating, LLC according to policy in an amount of \$698,161.43.

<b>Impact:</b>	
Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A
Capital Improvement Plan:	N/A
Budget:	Included in the Water Impact Fees Fund in the 2020 budget

**Legislative History:**

N/A

**Suggested Action:**

Motion to approve Resolution 771

**Attachments:**

Plans

Contract

Staff Report

Ordinance

Resolution

Minutes

Other:

Recommendation  
and [Bid Tabulation](#)

**RESOLUTION 771**

**A RESOLUTION AWARDING A BID/CONTRACT IN RESPONSE TO BID NO. 20-04 TO MENKE EXCAVATING IN AN AMOUNT OF \$698,161.43 FOR THE MAIN STREET WATER LINE IMPROVEMENTS PROJECT**

**WHEREAS**, the Fiscal Year 2020 Budget allocated funds for the Main Street Water Line Improvements; and

**WHEREAS**, city staff has conducted a bid process as outlined in the City Purchasing Policy; and

**WHEREAS**, after a bid process, the engineers and staff have made a recommendation for accepting the lowest and best bid received as being the most advantageous to the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:**

**THAT** Bid No. 20-04 is hereby awarded to Menke Excavating, LLC and the Mayor is hereby authorized to execute an agreement in an amount not to exceed \$698,161.43.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3rd of March 2020.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk



February 26, 2020

**VIA EMAIL**

Charles Soules, Public Works Director  
City of Smithville  
107 W. Main Street  
Smithville, MO 64089

**RE: RFP #20-04 Main Street Water Line Replacement  
HDR #10147666**

Dear Mr. Soules,

HDR reviewed the received bid packets from the February 19, 2020 bid opening for the referenced project. Upon preparation and review of the Tabulation of Bids, HDR has confirmed that the low bidder for the subject project was Menke Excavating, LLC (Menke) with a total Base Bid of \$698,161.43. The Bid amount was 3% below the second low bidder, Blue Nile Contractors Inc. (Blue Nile), and 21% below the Engineer's estimate. A copy of the Tabulation of Bids is attached.

HDR received a list of recent projects and references from Menke. The submitted information is attached. HDR contacted five references provided by Menke: Platte County MO, Public Water Supply District (PWSD) No. 9 (Platte County), PWSD No. 2 (Platte County), PWSD No. 8 (Platte County), and PWSD No. 2 (Clay County).

For Platte County Menke, is currently installing stormwater infrastructure improvements in a neighborhood. Menke has kept the neighbors happy and the County has been pleased with how they have performed with their scope of work. The County does recommend them as a contractor but stated they have another project on hold with Menke because they are currently working on this one.

The PWSD No. 9 (Platte County) currently contracts Menke for all maintenance, repair, and installation of new water lines. Menke has installed approximately two miles of 6" water line with services, meters, and fire hydrants. Menke has all the equipment and resources to complete the job and has been done quickly and on time. PWSD No. 9 (Platte County) highly recommends Menke.

[hdrinc.com](http://hdrinc.com)

10450 Holmes Road | Suite 600 | Kansas City, MO 64131-3471  
(816) 360-2700

Mr. Charles Soules  
February 26, 2020  
Page 2 of 2

The PWSD No. 2 (Platte County) has Menke as the prime contractor for all maintenance, repair, and installation of new water lines. Menke has installed approximately 12,000' of 6" water line with services, meters, and fire hydrants for the District. Menke produces an excellent quality of work and the District knows what they are getting. PWSD No. 2 (Platte County) "100% recommends Menke."

The PWSD No. 8 (Platte County) only has Menke install new water meters but always recommends them to a customer that has service line issues. The District stated if Menke provided a bid on a project they would be good to hold that number. The District stated Menke finished work within the allowed time frame and highly recommends them.

The PWSD No. 2 (Clay County) currently has Menke as the prime contractor for maintenance and repair of their water lines, valves, and fire hydrants. The County has not done any large projects in the last few years but would not hesitate to get a bid from Menke. The County stated that Steve Menke was a standup individual that they could not say enough good things about him. The County highly recommends Menke for water line work.

We reached out to Menke to confirm everything is in order to work on this project. Menke was comfortable with their bid amount and contract period. They were going to come off another project at the end of March which would fit in well with the proposed construction schedule.

HDR has also checked Menke company financials using Dunn & Bradstreet. All financial ratings found Menke Excavating to be low to low/moderate risk rating.

One of HDR's major concern with Menke is the size of their workforce (5 employees) and their availability to finish the project within the set schedule due to their size and other obligations. HDR scheduled a meeting on 2/26/2020 to discuss these among other concerns with Menke and the City of Smithville. In the meeting, Menke was comfortable with the project schedule and their bid price. Menke stated that their maintenance contracts with local PWSDs should not affect their commitment to getting this project completed on schedule.

At this time, based on all information reviewed, HDR hereby recommends award of the subject project to Menke Excavating, LLC. Please let us know if there are any questions or if you would like to discuss any of these comments. I can be reached at 816-347-1161 or [Mitchell.Wieblehaus@hdrinc.com](mailto:Mitchell.Wieblehaus@hdrinc.com).

Sincerely,



Mitch Wiebelhaus, P.E.  
Project Engineer

# Smithville Board of Aldermen



TABLEAU OF BIDS  
 MAIN STREET WATER LINE IMPROVEMENTS  
 CITY OF SMITHVILLE, MO  
 HDR Project No. 19147668  
 February 19, 2020

Item No.	Description	Estimated Quantity	Unit	Engineer's Estimate		Merita Excavating LLC		Rise Mike Contractors Inc.		Adaptation Solutions		Hedgehog Excavating		Leah and Sons Inc.		Bridgman Mechanical		Arens Electric & Excavating Inc.		Parr J. Environmental LLC		Premier Excavation & Construction		Piedmont Construction Inc.			
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization (Max. 5% Item Bid)	1	LS	26,500.00	\$26,500.00	14,500.00	\$14,500.00	8,517.80	\$8,517.80	24,500.00	\$24,500.00	18,000.00	\$18,000.00	10,500.00	\$10,500.00	10,500.00	\$10,500.00	25,000.00	\$25,000.00	18,200.00	\$18,200.00	30,000.00	\$30,000.00	54,000.00	\$54,000.00	54,000.00	\$54,000.00
2	Demolition and Removal	1	LS	20,000.00	\$20,000.00	20,074.00	\$20,074.00	4,802.71	\$4,802.71	20,700.00	\$20,700.00	2,800.00	\$2,800.00	10,000.00	\$10,000.00	10,000.00	\$10,000.00	27,000.00	\$27,000.00	18,400.00	\$18,400.00	30,000.00	\$30,000.00	50,000.00	\$50,000.00	15,000.00	\$15,000.00
3	Traffic Control	1	LS	10,000.00	\$10,000.00	31,180.00	\$31,180.00	8,538.08	\$8,538.08	10,000.00	\$10,000.00	5,000.00	\$5,000.00	18,000.00	\$18,000.00	18,000.00	\$18,000.00	4,900.00	\$4,900.00	13,000.00	\$13,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00
4	12 in Cast-iron PVC Water Pipe	1688	LF	80	\$17,200.00	62.32	\$1,091.68	80.00	\$12,800.00	80.00	\$12,800.00	20.00	\$1,160.00	100.00	\$1,160.00	27.00	\$1,023.00	70.00	\$1,190.00	23.20	\$2,824.00	131.00	\$2,055.00	2.00	\$42.00	1.00	\$210.00
5	12 in Galv Valve	8	EA	2,500.00	\$15,000.00	2,327.38	\$13,964.24	2,548.00	\$15,288.00	2,500.00	\$15,250.00	2,600.00	\$17,100.00	2,600.00	\$17,100.00	2,320.00	\$13,320.00	2,320.00	\$13,320.00	2,320.00	\$13,320.00	2,500.00	\$15,000.00	2,500.00	\$15,000.00	2,500.00	\$15,000.00
6	8 in Cast-iron PVC Water Pipe	2514	LF	70.00	\$178,800.00	385.81	\$66,814.14	80.00	\$140,800.00	40.00	\$22,400.00	80.00	\$13,120.00	80.00	\$13,120.00	77.00	\$10,276.00	87.21	\$11,337.54	80.00	\$10,400.00	111.00	\$1,776.00	1.00	\$210.00	1.00	\$210.00
7	8 in Galv Valve	14	EA	1,600.00	\$22,400.00	2,577.36	\$36,083.04	1,077.77	\$14,889.78	1,200.00	\$16,800.00	1,600.00	\$22,400.00	1,500.00	\$21,000.00	1,500.00	\$21,000.00	1,570.00	\$21,980.00	1,271.00	\$17,784.00	1,400.00	\$19,600.00	1,000.00	\$14,000.00	1,000.00	\$14,000.00
8	8 in Galv Valve	1	EA	1,200.00	\$1,200.00	2,762.36	\$2,762.36	1,053.81	\$1,053.81	700.00	\$700.00	1,400.00	\$1,400.00	1,400.00	\$1,400.00	1,000.00	\$1,000.00	700.00	\$700.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00
9	8 in Hydraulic Assembly	8	EA	4,000.00	\$24,000.00	6,172.08	\$37,372.64	4,962.83	\$25,144.96	4,700.00	\$25,100.00	4,300.00	\$25,800.00	4,500.00	\$22,500.00	4,500.00	\$22,500.00	4,184.77	\$25,878.00	4,184.77	\$25,878.00	4,000.00	\$24,000.00	4,000.00	\$24,000.00	4,000.00	\$24,000.00
10	8 in Ductile Iron Pipe, Class 300	32	LF	70.00	\$2,240.00	65.15	\$1,954.60	61.62	\$1,848.54	72.00	\$2,160.00	72.00	\$2,160.00	72.00	\$2,160.00	72.00	\$2,160.00	72.00	\$2,160.00	72.00	\$2,160.00	72.00	\$2,160.00	72.00	\$2,160.00	72.00	\$2,160.00
11	8 in Ductile Iron Pipe, Class 300	103	LF	70.00	\$2,100.00	23.46	\$2,467.86	44.78	\$4,812.28	80.00	\$8,400.00	71.00	\$7,313.00	71.00	\$7,313.00	71.00	\$7,313.00	71.00	\$7,313.00	71.00	\$7,313.00	71.00	\$7,313.00	71.00	\$7,313.00	71.00	\$7,313.00
12	Connections to Existing Water Main	11	EA	3,000.00	\$30,000.00	1,537.45	\$15,374.50	4,902.00	\$49,020.00	4,000.00	\$40,000.00	4,000.00	\$40,000.00	4,000.00	\$40,000.00	4,000.00	\$40,000.00	4,000.00	\$40,000.00	4,000.00	\$40,000.00	4,000.00	\$40,000.00	4,000.00	\$40,000.00	4,000.00	\$40,000.00
13	Water Service Tap to New Main	21	EA	200.00	\$10,000.00	462.22	\$4,622.22	674.23	\$6,742.30	485.00	\$4,850.00	625.00	\$6,250.00	400.00	\$4,000.00	418.00	\$4,180.00	524.83	\$5,248.30	524.83	\$5,248.30	1,000.00	\$10,000.00	1,000.00	\$10,000.00	1,000.00	\$10,000.00
14	24 in Water Service Line	1736	LF	20.00	\$40,000.00	18.32	\$1,832.00	18.32	\$1,832.00	20.00	\$40,000.00	20.00	\$40,000.00	20.00	\$40,000.00	20.00	\$40,000.00	20.00	\$40,000.00	20.00	\$40,000.00	20.00	\$40,000.00	20.00	\$40,000.00	20.00	\$40,000.00
15	Water Service Tap to New Main	54	LF	50.00	\$2,500.00	12.82	\$637.60	15.29	\$764.50	48.00	\$2,400.00	33.00	\$1,650.00	30.00	\$1,500.00	22.00	\$1,100.00	25.13	\$1,256.50	25.13	\$1,256.50	30.00	\$1,500.00	30.00	\$1,500.00	30.00	\$1,500.00
16	Water Main PVC Installation (Reuse Existing/Ch/Provided Pit)	22	EA	400.00	\$8,000.00	604.80	\$1,209.60	423.54	\$8,470.80	740.00	\$14,800.00	100.00	\$2,000.00	400.00	\$8,000.00	427.00	\$8,540.00	291.80	\$5,836.00	460.00	\$9,200.00	500.00	\$10,000.00	400.00	\$8,000.00	400.00	\$8,000.00
17	Concrete Encasement for 8 in Pipe	20	LF	120.00	\$2,400.00	228.01	\$4,560.20	38.83	\$776.60	80.00	\$1,600.00	200.00	\$4,000.00	250.00	\$5,000.00	75.00	\$1,500.00	208.20	\$4,164.00	208.20	\$4,164.00	150.00	\$3,000.00	150.00	\$3,000.00	150.00	\$3,000.00
18	Back Excavation	80	CV	100.00	\$5,000.00	128.84	\$6,442.00	60.80	\$3,040.00	100.00	\$5,000.00	180.00	\$9,000.00	80.00	\$4,000.00	140.00	\$7,000.00	200.00	\$10,000.00	200.00	\$10,000.00	100.00	\$5,000.00	100.00	\$5,000.00	100.00	\$5,000.00
19	Aggregate Concrete Surface (2 in Type 5-0)	2078	DY	25.00	\$74,375.00	18.89	\$55,002.75	13.14	\$38,281.50	13.00	\$38,250.00	18.15	\$48,244.25	18.00	\$50,400.00	20.00	\$58,000.00	21.43	\$61,718.75	17.28	\$51,118.75	15.00	\$42,750.00	15.00	\$41,250.00	15.00	\$41,250.00
20	7.5 in Portland Cement Concrete Base	2078	DY	40.00	\$120,000.00	71.05	\$424,200.00	33.04	\$46,248.00	80.00	\$176,000.00	80.00	\$176,000.00	30.00	\$115,000.00	80.00	\$176,000.00	80.00	\$176,000.00	80.00	\$176,000.00	80.00	\$176,000.00	80.00	\$176,000.00	80.00	\$176,000.00
21	8 in Concrete Curb	12	DY	75.00	\$600.00	136.89	\$1,075.71	102.15	\$817.20	130.00	\$1,050.00	80.00	\$640.00	70.00	\$560.00	110.00	\$880.00	133.17	\$1,065.54	110.00	\$880.00	80.00	\$640.00	80.00	\$640.00	80.00	\$640.00
22	4 in Concrete Curb	60	DY	60.00	\$1,800.00	128.14	\$1,928.64	82.24	\$4,934.40	80.00	\$4,800.00	80.00	\$4,800.00	80.00	\$4,800.00	80.00	\$4,800.00	80.00	\$4,800.00	80.00	\$4,800.00	80.00	\$4,800.00	80.00	\$4,800.00	80.00	\$4,800.00
23	ADA Curb Ramp	2	EA	2,000.00	\$4,000.00	2,889.30	\$5,778.60	1,277.85	\$2,555.70	1,300.00	\$2,600.00	1,600.00	\$3,200.00	1,400.00	\$2,800.00	1,200.00	\$2,400.00	850.00	\$1,700.00	2,400.00	\$4,800.00	2,400.00	\$4,800.00	2,000.00	\$4,000.00		
24	8 in Concrete Curb	308	LF	50.00	\$1,100.00	47.03	\$1,180.76	44.86	\$1,045.80	49.00	\$1,145.00	49.00	\$1,079.00	30.00	\$7,500.00	30.00	\$7,500.00	45.69	\$1,142.25	30.00	\$7,500.00	30.00	\$7,500.00	30.00	\$7,500.00		
25	8 in Concrete Curb and Gutter (Type CG-1)	22	EA	2,000.00	\$2,000.00	2,103.88	\$4,207.76	83.07	\$1,661.40	74.00	\$1,480.00	150.00	\$3,000.00	120.00	\$2,400.00	90.00	\$1,800.00	133.02	\$2,664.40	100.00	\$2,000.00	100.00	\$2,000.00	100.00	\$2,000.00		
26	8 in Concrete Curb	1370	LF	3.00	\$6,150.00	3.41	\$6,471.70	1.36	\$1,886.40	1.80	\$2,358.00	1.80	\$2,358.00	2.00	\$2,600.00	2.00	\$2,600.00	2.00	\$2,600.00	2.00	\$2,600.00	2.00	\$2,600.00	2.00	\$2,600.00	2.00	\$2,600.00
27	Sealing, Patching, & Mgmt.	400	DY	11	\$1,100.00	7.75	\$1,100.00	1.11	\$1,100.00	30.00	\$3,300.00	30.00	\$3,300.00	11.25	\$1,100.00	7.00	\$1,100.00	7.04	\$1,100.00	7.04	\$1,100.00	7.04	\$1,100.00	7.04	\$1,100.00	7.04	\$1,100.00
28	Reconstruction & Mobilization of Existing Facilities	Alphama		70,000.00	\$70,000.00	870,000.00	\$870,000.00	70,000.00	\$70,000.00	870,000.00	\$870,000.00	70,000.00	\$70,000.00	870,000.00	\$870,000.00	70,000.00	\$70,000.00	870,000.00	\$870,000.00	70,000.00	\$70,000.00	870,000.00	\$870,000.00	70,000.00	\$70,000.00		
Total:					\$888,701.00	\$668,181.47	\$723,778.83	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	
Submitted by Contractor:					\$66,181.47	\$723,778.83	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00	\$277,000.00		

## Main Street Water Line Bid Tab

**AUTHORIZATION NO. 90 – 188<sup>TH</sup> STREET WATERLINE AT 169 HWY**



# City of Smithville

**Meeting Date:** March 3, 2019

**Department:** Public Works

**Agenda Item:** Resolution 772, Engineering Authorization No. 90

**Summary:**

Voting to approve Authorization No. 90 enables the city’s engineers to design the relocation of the waterline at Highway 169 and 188<sup>th</sup> Street that must be moved for the intersection safety improvements that are planned to be completed by MoDOT.

**Purpose:**

In 2021, MoDOT intends to complete safety improvements at the intersection of Highway 169 and 188<sup>th</sup> Street. The improvements include lowering the intersection for improved sight distance and adding a left turn lane on Highway 169. The City has a major 12” watermain along 188<sup>th</sup> Street that crosses under Highway 169 and feeds the northwest water tower and Water District #8 that will need to be lowered and relocated as a result of this project.

Upon completion of the design work, MoDOT will incorporate the lowering of the water main with the road project. The city will reimburse MoDOT for the water main relocation costs. MoDOT will administer and inspect the project.

The project schedule has been revised and the letting date is scheduled for December and MoDOT will need plans from the City to include in their bid package. The cost for Authorization No. 90 is \$31,520. The estimated construction cost is approximately \$250,000.

This project was not included in the 2020 budget nor CIP. This expenditure for engineering is recommended to be funded by project savings in the Combined Water and Wastewater Systems fund. Once a construction estimate is developed, a budget amendment may be required and will come to the Board for consideration at that time.

**Impact:**

Comprehensive Plan:	n/a
Economic Development Plan:	n/a
Parks Master Plan:	n/a
Strategic Plan:	n/a
Capital Improvement Plan:	n/a
Budget:	\$31,520 is unbudgeted but recommended to come from project savings in the Combined Water and Wastewater Systems Fund.

**Legislative History:**

None

**Suggested Action:**

A motion to approve Resolution 772 for Engineering services.

**Attachments:**    Plans         Contract     Staff Report  
 Ordinance     Resolution     Minutes     Other:

**RESOLUTION 772**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AUTHORIZATION 90 WITH HDR, INC. FOR ENGINEERING SERVICES FOR WATERLINE RELOCATION FOR THE 188<sup>th</sup> STREET WATER LINE RELOCATION**

**WHEREAS**, MoDOT is designing safety improvements at the intersection of Highway 169 and 188<sup>th</sup> Street including constructing a left turn lane on Highway 169; and,

**WHEREAS**, the road design requires that the city's water main water main be relocated and lowered under Highway 169; and,

**WHEREAS**, in order to relocate and lower the waterlines, design and construction plans must be prepared and approved by DNR; and,

**WHEREAS**, funds for this project will come from project savings in the Combined Water and Wastewater Systems Fund.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:**

**THAT THE MAYOR IS AUTHORIZED TO EXECUTE ENGINEERING AUTHORIZATION NO. 90 WITH HDR, INC. IN AN AMOUNT NOT TO EXCEED \$31,520.00.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of March 2020.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk

AUTHORIZATION No. 90  
TO  
AGREEMENT BETWEEN  
CITY OF SMITHVILLE, MISSOURI  
AND  
HDR ENGINEERING, INC. (FORMALLY E.T. ARCHER CORPORATION)  
FOR  
PROFESSIONAL ENGINEERING SERVICES  
  
188<sup>TH</sup> STREET WATER LINE RELOCATION

In accordance with Section 1.A. of the December 18, 2003 Agreement, ENGINEER is hereby authorized to assist the City with the topographic survey, design, preparation of construction documents, bidding assistance, and construction administration for 12" domestic water line relocations on HWY 169 and on 188<sup>th</sup> Street to facilitate the reconstruction of the HWY 169 and 188<sup>th</sup> Street intersection by MoDOT. The total length of domestic water line relocation is approximately 1,000 linear feet on HWY 169 and 250 linear feet on 188<sup>th</sup> Street.

The Scope of Services will more specifically include the following project improvements and tasks.

**SCOPE OF SERVICES**

**Task 1. Survey Phase**

1. Utility survey to locate existing water lines

**Task 2. Design Phase**

1. Conversion of MoDOT CAD files
2. MoDOT coordination and meetings/conference calls (2 total)
3. Water Line Plan and Profile (4 20-scale sheets)
4. Water Main and Miscellaneous Details
5. Technical Specifications
6. Final construction cost estimates
7. Submit construction permit application to the Missouri Department of Natural Resources (MDNR)
8. Client meetings (1 included, final plan review)
9. Internal QC Review
10. Perform project management, schedule/cost control, invoicing

**Task 3. Bidding Phase**

1. Address prospective bidder's questions during bidding
2. Prepare up to one (1) addenda during bidding

**Task 4. Construction Phase**

1. Attend pre-construction meeting
2. Review up to four (4) contractor submittals
3. Assist with RFI's (4) and change orders (1)
4. Final walk through and project closeout

**Project Schedule**

03/03/2020	Notice to Proceed
04/03/2020	Review Plans to City
04/15/2020	Final Plans to MoDOT
09/2020	MoDOT Bid Letting

**Project Assumption**

1. A geotechnical investigation will not be required.
2. The City provide construction observation and will review results of any testing during construction.
3. The project will be included with the MoDOT roadway improvement plans and the plans will not require Title Page, Survey Control, Erosion Control, Traffic Control, etc.
4. Construction will be within MoDOT Proposed Right of Way and will not require easement acquisition documents.
5. HDR will receive CADD base files from MoDOT for the new HWY 169 design/construction including topographic survey, proposed base files, existing and proposed surface files, etc.
6. MoDOT will be responsible for Bid and Construction Phase Services of this project. HDR will assist MoDOT during these phases with work associated with the water main design and construction.

**FEE**

The CITY shall compensate ENGINEER for the 188<sup>th</sup> Street Water Line Relocation in an amount not to exceed \$31,520.00.

This AUTHORIZATION shall be binding on the parties hereto only after it has been duly executed and approved by the CITY and ENGINEER.

**Smithville Board of Aldermen**

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Smithville Agreement  
Authorization No. 90

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in duplicate on the respective dates indicated below.

CITY: SMITHVILLE, MISSOURI

By: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

Title \_\_\_\_\_

Date \_\_\_\_\_

ENGINEER: HDR Engineering, Inc. (formally  
E.T. ARCHER CORPORATION)

By:  \_\_\_\_\_  
Joseph Drimmel (Feb 19, 2020)

\_\_\_\_\_  
Joseph Drimmel, P.E.  
Type or Print Name

Title Sr. Vice President

Date Feb 19, 2020

Smithville - 188th Street Water Line Relocation  
Scope and Fee

Project Role	Bresette, Aaron J	Wiebelhaus, Mitchell John (Mitsch)	Call, Brady	Sherman, William A	Yakle, Johnny R	Shields, Tyler	Meyer, Timothy C	Jasper, James F	Campbell, Joni L	Harkins, Jeremy	Berne, Susan L	English, Jeremy H	HDR Expenses	Total
	Client Manager	Project Manager/Engineer	Civil EIT	Technician	Survey Manager	Survey Crew	Survey Crew	Survey Technician	Project Controller	Project Accountant	Admin	Engineer III		
Billing Rate	\$225.00	\$135.00	\$110.00	\$130.00	\$160.00	\$80.00	\$80.00	\$120.00	\$95.00	\$95.00	\$80.00	\$160.00		
<b>TASKS</b>														
<b>A. Task 1 - Survey Phase</b>														
1	Utilities survey to locate existing water lines				3	6	6	4					\$100	\$2,020
	Subtotal Hours	0	0	0	3	6	6	4	0	0	0	0		
	Subtotal Dollars	0	0	0	480	480	480	480	0	0	0	0	100	\$2,020
	<b>Total Task 1</b>													<b>\$2,020</b>
<b>B. Task 2 - Design Phase</b>														
1	Conversion of MoDOT CAD files	4		4										\$1,060
2	MoDOT coordination and meetings/conference calls (2 total)	3	10										\$60	\$2,085
3	Water Line Plan and Profile (4 20-scale sheets)	2	24		32									\$7,850
4	Water Main and Miscellaneous Details			8	4									\$1,400
5	Technical Specifications		12	8							8		\$50	\$3,190
6	Final construction cost estimate	1	3	3										\$960
7	Submit construction permit to MDNR		4	4							1	4	\$55	\$1,755
8	Client Meeting (1 included, final plan review)	4	4										\$60	\$1,500
9	Internal QC Review	4												\$900
10	Perform project management, schedule/cost control, invoicing		4						4	4				\$1,300
	Subtotal Hours	14	65	23	40	0	0	0	4	4	9	4		
	Subtotal Dollars	\$1150	\$7775	\$2530	\$5200	\$0	\$0	\$0	\$380	\$380	\$720	\$640	\$225	\$22,000
	<b>Total Task 2</b>													<b>\$22,000</b>
<b>C. Task 3 - Bidding Phase</b>														
1	Address prospective bidder's questions during bidding	1	4											\$765
2	Prepare up to one (1) addenda during bidding	1	4	4	4								\$10	\$1,735
	Subtotal Hours	2	8	4	4	0	0	0	0	0	0	0		
	Subtotal Dollars	450	1080	440	520	0	0	0	0	0	0	0	10	\$2,500
	<b>Total Task 3</b>													<b>\$2,500</b>
<b>D. Task 4 - Construction Phase</b>														
1	Attend pre-construction meeting	4	4										\$55	\$1,495
2	Review up to four (4) contractor submittals	1	4	4										\$1,205
3	Assist with RFI's (4) and a change order (1)	2	4	4										\$1,430
4	Final walk through and project closeout			6									\$60	\$870
	Subtotal Hours	7	18	8	0	0	0	0	0	0	0	0		
	Subtotal Dollars	1575	2430	880	0	0	0	0	0	0	0	0	115	\$5,000
	<b>Total Task 4</b>													<b>\$5,000</b>
	<b>Total Hours</b>	23	91	35	44	3	6	6	4	4	9	4		233
	<b>Total Billing Amount</b>	\$5,175	\$12,285	\$3,850	\$5,720	\$480	\$480	\$480	\$380	\$380	\$720	\$640	\$450	\$31,520

Estimated Project Fee \$31,520

Authorization 90 w/ Scope & Fees

**LIQUOR LICENSE FOR AROMA BISTRO, LLC**



# City of Smithville

**Meeting Date:** March 3, 2020

**Department:** Administration

**Agenda Item:** Resolution 773, Liquor License – Aroma Bistro, LLC

**Summary:**

Adriana Vandeputte, owner of Aroma Bistro, LLC, has a completed a Liquor License Application for her business located at 14121 Earthworks Drive.

**Purpose:**

Ms. Vandeputte has requested the following licenses:  
 Intoxicating Liquor (all kinds) By the Drink  
 Sunday Sales

Chief Lockridge has reviewed the application, completed a background check and recommends issuance of the licenses. The effective date will be March 4, 2020. Ms. Vandeputte has remitted payment to cover licensing through June 30, 2020.

**Impact:**

Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A
Capital Improvement Plan:	N/A
Budget:	N/A

**Legislative History:**

**Suggested Action:**

Approval of Resolution 773.

**Attachments:**    Plans         Contract     Staff Report  
 Ordinance     Resolution     Minutes         Other:        Approval Recommendation

**RESOLUTION 773**

**A RESOLUTION ISSUING A LIQUOR LICENSE TO ADRIANA VANDEPUTTE FOR OPERATION OF AROMA BISTRO, LLC**

**WHEREAS**, Adriana Vendeputte has completed the required application, and;

**WHEREAS**, Chief Lockridge has completed a background check, and;

**WHEREAS**, the background check did not reveal anything to prevent approval of a City liquor license.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:**

**THAT A LIQUOR LICENSE WILL BE ISSUED TO ADRIANA VANDEPUTTE FOR OPERATION OF AROMA BISTRO, LLC, LOCATED AT 14121 EARTHWORKS DRIVE.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of March 2020.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk



February 12, 2020

Cynthia Wagner:

I have reviewed the liquor application submitted by Adriana Soledad Vandeputte (Aroma Bistro). I have reviewed Ms. Vandeputte's background as well as public records and found nothing that would disqualify her from being issued a liquor permit.

I would recommend that Ms. Vandeputte be issued a city liquor permit pursuant her request. If you have any questions or concerns, feel free to contact me.

Respectfully,



Chief Jason Lockridge

**AMENDING TOWER MAINTENANCE CONTRACT WITH MCGUIRE IRON, INC.**



# City of Smithville

**Meeting Date:** March 3, 2020      **Department:** Public Works

**Agenda Item:** Resolution 774, A Resolution Authorizing the Mayor to execute an Agreement with Maguire Iron, Inc for the Southwest Water Tower Maintenance Services and cancelling the original agreement.

**Summary:**  
Resolution 774 authorizes the Mayor to sign a revised / updated agreement with Maguire Iron for maintenance of the southwest water tower.

**Purpose:**  
In 2017, Bid #17-14 – a 10-year service and maintenance agreement that outlined specific maintenance items to be completed beginning in 2018 - was awarded to Maguire Iron for the Southwest Water Tower Maintenance.

The bids received in 2017 were:  
Bid 1 – Maguire Iron, Inc. - \$467,710.00 (\$46,771 for 10 years)  
Bid 2 – Utility Service Co., Inc. - \$715,019.00 (\$126,139 years 1-3; \$48,086 years 4-10)

For various reasons, no work has been scheduled nor completed to date. Review of the agreement included some terms and conditions that were not accurate. After review of the bids and discussions with Maguire Iron, staff is recommending that the Board enter into this new updated agreement with the contractor.

The new agreement is more specific as to when the services/ maintenance are to be completed annually, updates the schedule of services, revises language that was not correct and maintains the same previously bid costs / fees.

<b>Impact</b>	
Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A

**Smithville Board of Aldermen**

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Capital Improvement Plan:	N/A
Budget:	There are no changes to the costs / fees. This item is included in the 2020 budget.
<b>Legislative History:</b> N/A	
<b>Suggested Action:</b>  Motion to approve Resolution 774	
<b>Attachments:</b> <input type="checkbox"/> Plans <input type="checkbox"/> Contract <input type="checkbox"/> Staff Report <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Minutes <input checked="" type="checkbox"/> Other:    Agreement	

**RESOLUTION 774**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MAGUIRE IRON, INC FOR THE SOUTHWEST WATER TOWER MAINTENANCE SERVICES, RESCINDING RESOLUTION 531 APPROVED SEPTEMBER 5, 2017, AND CANCELLING THE ORIGINAL AGREEMENT.**

**WHEREAS**, Bid No. 17-14 was awarded to Maguire Iron, Inc., on September 19, 2017, Resolution 531; and

**WHEREAS**, the original agreement was dated November 21, 2017; and

**WHEREAS**, work has not commenced and revisions to the agreement and schedule for maintenance services need to be completed; and,

**WHEREAS**, following review and discussion with the contractor, a revised agreement has been negotiated and is recommended for approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:**

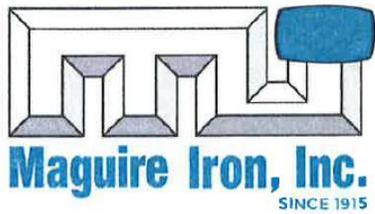
That the Mayor is authorized Mayor to execute an Agreement with Maguire Iron, Inc for the Southwest Water Tower Maintenance Services, Rescinding Resolution 531 approved September 5, 2017, and cancelling the original agreement.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of March 2020.

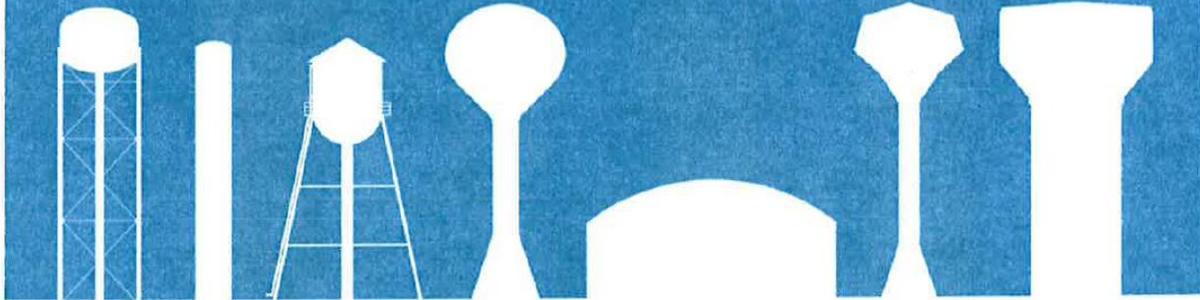
\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk



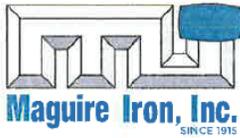
# FULL-SERVICE MAINTENANCE PLAN



**City of Smithville, MO**

February 21st, 2020

[MAGUIREIRON.COM](http://MAGUIREIRON.COM)



**FULL-SERVICE MAINTENANCE PLAN CONTRACT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ City of Smithville, Missouri, hereinafter referred to in this Agreement as "Owner", and Maguire Iron, Inc. of Sioux Falls, SD, hereinafter referred to in this Agreement as "the Company".

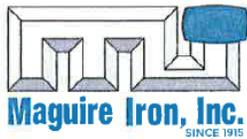
This Agreement along with all incorporated documents referenced herein shall set forth the full terms and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the City of Smithville, Missouri, 750,000 Gallon Elevated Water Tower by the Company as outlined in **Schedule A**. Work to be performed is outlined in the original document and appended as **Schedule B**.

**1. SCOPE:**

The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Agreement. This Agreement binds the Company to responsibility for the care and maintenance of the above-described water storage tanks. Care and maintenance shall include the following:

- a. **Inspection:** The Company will annually inspect and service the tanks beginning in April / May of 2020 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.
- b. **Drainage:** When a cleanout/inspection is done in April / May of 2020, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at the time of cleaning to extend coating life.
- c. **Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.
- d. **Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The need for exterior painting will be determined by the appearance and protective condition of the existing paint. When the painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.





**WATER TOWER EXPERTS**

info@maguireiron.com  
1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
(605) 334-9749

A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.

- e. **Emergency:** The Company may provide emergency service for vandalism, graffiti, and sanitation at no additional cost to the Owner. Reasonable travel time must be allowed for the repair equipment and crew to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The Owner has the option to purchase relief valves for long-term use.
- f. **Exclusions:** This Agreement does NOT include the cost for and/or liability on the part of the Company for (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather or other "Acts of God"; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter with the exception of insulation and frost jacket; (6) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (8) repairs to the foundation of the tank; (9) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism. (10) Any significant increase, (8% per annum or greater) to the current prevailing wages at the time throughout the duration of this agreement; (11) Operation of the water system.

**2. INSURANCE:**

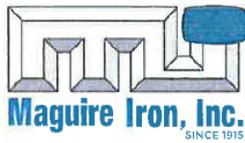
The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed. Owner and Company insurers shall waive subrogation.

**3. TERM:**

This agreement shall be for one-year. An "agreement year" shall be defined as each consecutive 12-month period. The first year of the agreement shall begin upon the month of execution of this agreement and end on the month prior to the execution month. The Owner shall have the right to continue this contract for additional annual agreement years providing the Annual fee is paid in accordance with the terms of payment. After the 10<sup>th</sup> year of this contract, there will be a renegotiation period to ensure the fees are in line with the current maintenance cost for both the owner and the company.

This Agreement is subject to termination during an agreement year by the Owner upon written intent to terminate, which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to Maguire Iron Inc. PO Box 1446 Sioux Falls, SD 57101, and signed by the Mayor, City Manager

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**WATER TOWER EXPERTS**



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1610 N. Minnesota Ave  
Sioux Falls, SD 57104  
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or authorized agent for City of Smithville, MO. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the Remedies section hereinafter set out.

**4. COST/PAYMENT TERM:**

The cost of the program is detailed in the **attached Schedule A**. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase on the base fees. **Payment Options:**  X  Quarterly, \_\_\_\_\_ Semi-annually, or \_\_\_\_\_ Annual payments are due the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts. If statutes require bonding of work for specific fee amounts in any given year, an additional 2% will be added to the annual fee to cover the cost of bond and administration fees to obtain bond provided by the company.

**5. TANK MODIFICATION:**

The Company's fees are based upon the existing structure and components of the tanks. *Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the Company, prior to installation or modification and may result in an increase to the annual fee.*

**6. CHANGES IN LAW:**

The Owner agrees that future mandated environmental, health, safety, or labor requirements, as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance, will be just cause for modification of Section 4 of this Agreement. Modification of this Agreement will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

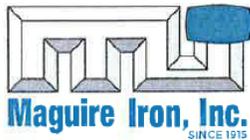
**7. ASSIGNMENT:**

The Owner may not assign or otherwise transfer all or any of its interest under this Agreement without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Agreement, until its assignee assumes in full and in writing all of the obligations of the Owner under this Agreement.

**8. INDEMNIFICATION:**

THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY CAUSED BY ACT OR OMISSION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE

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**WATER TOWER EXPERTS**

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INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS AGREEMENT.

**9. MISCELLANEOUS:**

This agreement incorporates the City of Smithville RFP #17-14 southwest water tower maintenance. No modifications, amendments, or alterations of this Agreement may be made except in writing signed by all the parties to this Agreement. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them without further action.

**10. ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

**11. SEVERABILITY:**

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

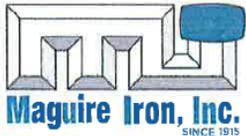
**12. VISUAL INSPECTION DISCLAIMER**

This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

**13 REMEDIES**

Company or Owner shall in no event be liable for consequential, incidental or punitive damages whatsoever. In the event of a dispute involving this Agreement or arising out of this Agreement, the parties agree that binding arbitration shall be the sole and exclusive method for resolving such dispute. Arbitration shall take place in Missouri before a single arbitrator with a background in the construction industry within 90 days of a claim for arbitration filed by either party. If the parties cannot agree on an arbitrator, the arbitrator shall be chosen by the presiding Federal District Court Judge of the Federal District Court where the Project is located. The arbitrator shall render his or her decision within 120 days of the arbitration. Such arbitrator's decision shall be enforceable by judgment in any court. Costs of arbitration shall be divided equally. The arbitrator may in his or her discretion award attorney's fees. The laws of the State

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of Missouri shall govern and interpret this Agreement without regard to conflict of law principles or the location of the execution or performance of this Agreement.

Owner: \_\_\_\_\_

MAGUIRE IRON, INC.

By: \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

By: *Mike Farnsworth* 2/24/2020  
(Authorized Agent) (Date)

By: \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

Date Accepted: \_\_\_\_\_  
Upon acceptance, please provide two (2) signatures and date the agreement.





**WATER TOWER EXPERTS**

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**Schedule A:**

Smithville, MO										
Tank	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
750,000 Elevated	\$46,771	\$46,771	\$46,771	\$46,771	\$46,771	\$46,771	\$46,771	\$46,771	\$46,771	\$46,771
Scheduled Work	Washout with Interior / Exterior touch-up, mixing system installation	Visual Inspection and emergency repairs	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Exterior Renovation with Washout inspection	Visual Inspection and emergency repairs	Washout Inspection Any Needed Repairs Emergency Service	Visual Inspection and emergency repairs	Washout Inspection Any Needed Repairs Emergency Service	Interior Renovation with Washout inspection

Above program includes:  
 Active mixing system installed 1st year  
 Visual inspections second year and every other year after.  
 Washout inspections first year and every other year after.  
 Emergency Service, i.e. Vandalism, graffiti, bullet holes, leaks.

Coating System applied:  
 Year 1 Interior / Exterior touch up  
 Year 5, Spot prime coat of epoxy and Full Urethane finish coat  
 Year 10, SSPC SP 10 to complete interior surface,  
 Year 10 3 Coat Interior system applied (zinc/epoxy/epoxy)



P.O. Box 1446  
Sioux Falls, SD 57101  
Phone (605) 334-9749  
Fax (605) 334-9752



**WATER TOWER SPECIALISTS**  
Established 1915  
New and Used Tanks  
www.maguireiron.com

This **schedule B** to MP contract made and entered into this 3rd day of March, 2020 by and between the City of Smithville, Missouri hereinafter called the "Owner" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" for and in consideration of the mutual covenants and promises hereinafter contained.

**WITNESSETH:**

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

**Renovations for the City of Smithville, Missouri's 750MG Elevated Water Storage Tower.**

1. Contractor will prepare areas of coating loss, corrosion in the complete interior bowl, ladder, shell and roof of the tank
2. Contractor will then apply a coat of epoxy to the affected interior areas.
3. Contractor will prepare areas of coating loss, corrosion on the complete exterior of tank.
4. Contractor will apply a spot prime of epoxy to the affected exterior areas
5. Contractor will apply a finish coat of polyurethane to the affected areas.
6. Contractor will install exterior/interior cable safety climb system on all access ladders.
7. Contractor will install exterior access ladder security gate.
8. Contractor will disinfect tank upon completion of work.
9. Visual inspections will be done every year after the initial renovations.
10. Clean out and inspections will be done every other year after the initial renovations.
11. Contractor will overcoat the entire exterior of tank in years 5 along with logo replacement.
12. Contractor will remove and recoat the entire interior of tank in years 10 utilizing the original 3 coat system.

**Note: No steel work is included other than mentioned above is in the stated price. Any steel deficiencies as a result of blasting will incur additional fees.**

*Owner is responsible for disposal or salvage of all remaining material to include spent blast media, paint containers, and other job site related material.*

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ as stated in Maintenance agreement plus applicable sales and/or use tax shall become due and payable in full. Maguire Iron, Inc. reserves the right to impose fuel or other surcharges in effect at the time of project performance. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. If there is any sandblasting involved in the work, Owner will be responsible for collection and disposal of any and all blast media.

Terms: Not 30 days from acceptance and invoicing. A service charge of 1 1/2% per month (annual rate of 18%) will be charged on past due accounts. Maguire Iron, Inc. will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n)(1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. This is included in the contract amount.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner City of Smithville, Missouri

**MAGUIRE IRON, INC.**

By \_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
*Upon acceptance, please provide two (2) signatures and date the agreement.*

LIQUOR LICENSE FOR JAESTAR, INC.



# City of Smithville

**Meeting Date:** March 3, 2020

**Department:** Administration

**Agenda Item:** Resolution 775, Liquor License – Jaestar, Inc.

**Summary:**

Jason Crees, owner of Jaestar, Inc., has a completed a Liquor License Application for his business to be located at 111 North Bridge Street.

**Purpose:**

Mr. Crees has requested the following licenses:  
Intoxicating Liquor (all kinds) By the Drink  
Sunday Sales

Chief Lockridge has reviewed the application, completed a background check and recommends issuance of the licenses. The effective date will be March 4, 2020. Mr. Crees has remitted payment to cover licensing through June 30, 2020.

**Impact:**

Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A
Capital Improvement Plan:	N/A
Budget:	N/A

**Legislative History:**

**Suggested Action:**

Approval of Resolution 775.

**Attachments:**  Plans  Contract  Staff Report  
 Ordinance  Resolution  Minutes  Other: Approval Recommendation

**RESOLUTION 775**

**A RESOLUTION ISSUING A LIQUOR LICENSE TO JASON CREES FOR  
OPERATION OF JAESTAR, INC.**

**WHEREAS**, Jason Crees has completed the required application, and;

**WHEREAS**, Chief Lockridge has completed a background check, and;

**WHEREAS**, the background check did not reveal anything to prevent approval of a City liquor license.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE  
CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:**

**THAT A LIQUOR LICENSE WILL BE ISSUED TO JASON CREES FOR OPERATION  
OF JAESTAR INC., LOCATED AT 111 N. BRIDGE STREET.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of March 2020.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk



107 W Main St • Smithville, MO 64089

P:(816)532.3897

February 21, 2020

Cynthia Wagner:

I have reviewed the liquor application submitted by Jason R Crees (Jaestar, Inc.). I have reviewed Mr. Crees' background as well as public records and found no disqualifying information.

I would recommend that a city liquor permit pursuant as requested. If you have any questions or concerns, feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read 'J. Lockridge', with a long horizontal flourish extending to the right.

Chief Jason Lockridge

**APPOINTMENT**



# City of Smithville

**Meeting Date:** March 3, 2020

**Department:** Administration

**Agenda Item:** Appointments to the Smithville Legacy Fund Advisory Board

**Summary:**

Citizen Appointment to the Smithville Legacy Fund Advisory Board (SLFAB) which oversees expenditures from the Smithville Legacy Fund. Mayor will make nominations and the Board will vote.

**Purpose:**

Established in 2013 as a fund with the Greater Kansas City Community Foundation, the Smithville Legacy Fund was established to serve as a community foundation. The fund was established to "improve the quality of life in the City of Smithville and the surrounding areas." The fund is available for use but has not received any revenues.

The current Advisory Board members were appointed in February 2019 and are as follows: Werner Beldo, Dawn Cramer, Jennifer Langston-Justus, and Dalyn Novak. Bob Foster resigned in late 2019 and his recommended replacement is Angela Gillen.

Community members, businesses, or any other interested parties are able to make donations at any time to the Fund by contacting the Greater Kansas City Community Foundation at (816) 824-0944 or visiting

<https://www.smithvillemo.org/pview.aspx?id=20767&catid=70>.

**Impact**

Comprehensive Plan:	None
Economic Development Plan:	None
Parks Master Plan:	None
Strategic Plan:	None
Capital Improvement Plan:	None
Budget:	None

**Legislative History:**

The existing SLFAB was appointed in February 2019.

**Suggested Action:**

A vote will be needed for the nomination.

- Attachments:**     Plans             Contract     Staff Report  
 Ordinance     Resolution     Minutes     Other:    Resume

## Angela M. Gillen

1609 NW 75<sup>th</sup> St. Kansas City, MO 64118

913-954-0327

Angela.Gillen@EdwardJones.com

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### EXPERIENCE

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#### **EDWARD JONES**, Smithville, MO

##### *Financial Adviser* (October 2017 – Existing)

- Understand what is important to the business owners or families, and use our established process to build personalized strategies
- Partner together towards accomplishing serious long-term financial goals
- Create customized insurance plans by understanding the need and purpose for insurance, calculating what it is to cover, and providing rates for life, disability, and long term care insurance
- Partner with CPAs and attorneys for tax and estate planning for minimizing taxes, costs, and legacy planning
- Present investment and financial planning seminars
- Understand short-term and immediate needs and strategize emergency funds, college funding, CDs, money market
- Evaluate investors' risk and monitor according to their comfort-ability
- Partner with business owners to implement owner, employee and company benefits, and succession planning strategies

#### **PRINCIPAL FINANCIAL**, Overland Park, KS

##### *Financial Adviser* (May 2015 – October 2017)

- Independent financial adviser, creating business plans, developing marketing strategies, managing profits
- Investment product analysis to develop customized financial strategies for clients' financial needs
- Process administrative services such as account applications, direct deposits, 401k rollovers, beneficiary amendments
- Created and implemented internal systems to streamline customer service, office management, and compliance
- Developed relationships with clients and generated new business through referrals

#### **FAMILY HERITAGE LIFE INSURANCE OF AMERICA**, Kansas City, MO

##### *National Sales Director* (April 2014 – April 2015)

- Independent agent protecting families with life and supplemental insurance for cancer, heart, and accidents
- Assisted families with receiving money for annual wellness exams to serious health treatments
- Met people face to face in the business and residential market
- Developed relationships with clients and generated new business through referrals

#### **TURNER CONSTRUCTION**, Kansas City, MO

##### *Project Engineer* (June 2011 – April 2014)

- Oversaw \$10.4M storm damage repair of St. Louis Hollywood Casino, preconstruction phase of \$3.6M Christ Community Church (10,790 SF) expansion, \$225K AECOM office relocation renovation, Turner Office Remodel (14,000 SF), and construction of Hollywood Casino at Kansas Speedway (240,000 SF)
- Responsible for all aspects of communication between owner, insurance, designers, builder, inspectors, and subcontractors
- Manage all contractual documentation, expenses, schedule, safety, and quality of construction projects
- Lead and documented all team meetings, including preconstruction meetings, pre-bid walk throughs, interviews, subcontractor coordination meetings, owner coordination meetings, and operational review meetings
- Generate estimates, establish GMP, manage and control all cost-related issues encountered before and during construction
- Differentiate scopes of work for contiguous trades, establish bid comparisons, interview for contract, and coordinate work
- Ensure materials are reviewed, approved, fabricated, and delivered to the site when required
- Developed punch lists, and collected and organized project closeout documentation

#### **THE SOUTHWESTERN COMPANY**, Nashville, TN

##### *Student Manager/Salesperson* (September 2006 – August 2008)

- Recruited, selected, trained, managed, and motivated 6 college student peers for direct sales program
- Conducted group and individual interviews on college campus
- Facilitated meetings throughout the year on advanced sales, leadership, and management
- Developed managerial, public speaking, and leadership skills through 300+ hours of additional training
- Personal Retail Sales of over \$90,000 combined in two summer selling periods and relocated to Michigan for the summers

##### *First Year Salesperson* (May 2006 – August 2006)

- Independent contractor in direct sales of educational products
- Executed all ordering, inventory, sales, accounting, presentation, and delivery of product
- Prospected and approached over 6000 families from diverse socioeconomic backgrounds
- Established success principles (i.e. positive attitude, goal setting, personal motivation)
- Personal Retail Sales of \$52,596 in a 10 week period and relocated to Arkansas for the summer

### EDUCATION

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#### **IOWA STATE UNIVERSITY**, Ames, IA

##### *Bachelor of Science, Construction Engineering* (May 2011)

Minor: Languages and Cultures for Profession-Spanish

GPA: 3.46/4.00

##### **CENTRO BARTOLOME DE LAS CASAS**, Cusco, Peru (May 2009 – July 2009)