



## Board of Aldermen Request for Action

**MEETING DATE:** 8/19/2025

**DEPARTMENT:** Parks and Public Works

**AGENDA ITEM:** Resolution 1505 – Amendment #1 to Bid No. 25-06 for Mowing Services with Warrior Lawn and Landscape, LLC

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### **REQUESTED BOARD ACTION**

A motion to approve Resolution 1505, amending the existing mowing services contract with Warrior Lawn and Landscape, LLC to include additional park areas.

### **SUMMARY**

On March 4, 2025, the Board approved Bid No. 25-06 for Water Tower Mowing Services with Warrior Lawn and Landscape, LLC.

On Monday, July 28, 2025, the Parks and Recreation Department contacted the Public Works Department to explore the possibility of amending the current mowing contract to include six additional parks. This request comes as the Parks and Recreation Department will be operating with only two full-time staff members after August 15, 2025. In order to ensure that our parks and facilities remain well-maintained, contracting out six, potentially nine, parks would help support our reduced maintenance team.

Public Works reached out to Warrior Lawn and Landscape to confirm their availability and request a weekly cost estimate. Warrior Lawn has agreed to add the six parks to the existing contract at a rate of \$270 per week. We also discussed the option of adding three more parks if the team falls behind on daily operations. If all nine parks are contracted out, the weekly cost would be \$595.

The following parks would be included in the amended contract:

#### **Group 1:**

**City Hall:** 107 West Main Street

**Remembrance Park:** Corner of West Main Street & Bridge Street

**Courtyard Park:** 118 North Commercial Avenue

**School House:** Next door to 110 East Church Street

**Humphrey and Nancy Smith Park:** Corner of North Bridge Street & Hilltop Street

**Emerald Ridge Park:** 15106 Kelly Drive

#### **Group 2: Additional Parks**

**Helvey Park:** Corner of Helvey Park Drive and East Summit Street

**Wildflower Park:** 18607 Wildflower Drive

**Diamond Crest Park:** 19535 Corbyn Lane

**PREVIOUS ACTION**

Bid No. 22-12 City mowing services, was previously awarded to Warrior Lawn and Landscape, LLC (previously known as Eagle Turf & Landscape) on March 1, 2022.

**POLICY ISSUE**

Maintenance

**FINANCIAL CONSIDERATIONS**

Sufficient funds are available in the General Fund due to anticipated savings from unfilled staff positions.

**ATTACHMENTS**

- |   |                                   |
|---|-----------------------------------|
| <input type="checkbox"/> Ordinance  | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution                                | <input type="checkbox"/> Plans    |
| <input type="checkbox"/> Staff Report   | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Contract and Exhibit 1 (Amendment) |                                   |

## **RESOLUTION 1505**

### **A RESOLUTION AMENDING THE EXISTING MOWING SERVICES CONTRACT WITH WARRIOR LAWN AND LANDSCAPE, LLC TO INCLUDE ADDITIONAL PARK AREAS**

**WHEREAS**, on March 4, 2025, the Board of Aldermen approved Bid No. 25-06 for Water Tower Mowing Services with Warrior Lawn and Landscape, LLC; and

**WHEREAS**, contracting out six, and potentially nine, park locations will help ensure that City parks and facilities remain well-maintained despite reduced in-house capacity; and

**WHEREAS**, Warrior Lawn and Landscape has agreed to add the additional six parks for \$270 a week or \$595 a week if all nine parks are added; and

**WHEREAS**, staff recommends amending the contract to include the nine parks.

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

**THAT** the contract with Warrior Lawn and Landscape, LLC be amended, and the Mayor is hereby authorized to execute Amendment No. 1 to include maintenance of all parks listed in Exhibit 1 for an additional amount not to exceed \$595 per week.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19<sup>th</sup> day of August 2025.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



107 W. Main St • Smithville, MO 64089

P: (816) 532-3897

## **RFP #25-06 Mowing Services**

### **THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING OPPORTUNITY:**

Sealed Bids for Mowing Services for the period of March 1<sup>st</sup>, 2025 to October 31<sup>st</sup>, 2025 will be received by the City of Smithville, Missouri, at the City Hall at 107 West Main Street, Smithville, MO 64089, until **11:00 AM. local time on February 18, 2025** at which time the Bids received will be publicly opened and read.

The scope of services is set forth in the RFP and attached Exhibit(s).

#### **INSTRUCTIONS TO PROPOSERS:**

1. Proposals must be addressed to Michael Jacobs, Engineer Technician, 107 W. Main Street, Smithville, Missouri 64089 and be received before 11:00 AM local time on February 18, 2025.
2. Prospective Bidders are encouraged to visit the locations of the proposed work so as to confirm the scope and exact location for this opportunity.
3. Pricing and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. The only information we will read at the closing will be the vendors, or proposers who responded. The closing is at 11:00 AM. on the 18<sup>th</sup> day of February, 2025, at City Hall.
4. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
5. Any questions regarding this RFP should be directed to Michael Jacobs, Engineer Technician.

**THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.**

  
Charles F. Soules, Director of Public Works

Issued: the 3<sup>rd</sup> day of February, 2025

## **CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS**

### **GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
5. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
6. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
7. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made, or work is not started as guaranteed.
8. If applicable, prices must be stated in the units of quantity specified, if applicable, in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
9. Any questions regarding this request may be addressed to Michael Jacobs, Engineer Technician, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
10. The Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to 285.530 RSMo.

## **City of Smithville Missouri**

### **Invitation to Bid – Contract mowing**

#### **1. Mowing**

All grass shall be mowed at an approximate height of three to three and one half (3-3 ½) inches on a weekly basis unless instructed to do so otherwise. All structures, trees, poles, signs, buildings, fences, walkways, curbs etc. shall be trimmed around.

Mowing is based on a 7-day mowing schedule. The mowing season will consist of approximately 26 mowings. Any extra mowings will come by request of the Project Manager only and will be invoiced and paid as normal. The city reserves the right to cancel weekly mowing, weather permitted in the heat of the summer season, when the rate of grass growth slows or stops growing.

Special care shall be given when trimming around irrigation heads, landscaping, and trees so as not to inflict damage to these features. Turf shall be cut in a professional manner as not to scalp the turf, leave clipping windrows, or leave areas of uncut grass. Care shall be taken to prevent the discharge of grass clippings onto automobiles, any paved surface such as streets or sidewalks. These surfaces should be cleaned after each mowing, including water tower bases, concrete pads and vault doors, valve access housings, any electrical equipment and electrical cabinets.

All plant growth in cracks, seams and/or joints of paved areas, such as driveways, sidewalks, and concrete vault door pads, shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides will be used by the City of Smithville's Utilities Department.

Special care should also be used when mowing around corners of buildings, bases of water towers, valve access housings, and electrical cabinets to minimize damage to property and/or structures and to minimize wear on turf so that grass is not worn away, leaving bare spots. If this becomes an issue, the contractor will be responsible for damages to structures and/or equipment and for reseeding or sodding the worn areas with grass seed or sod approved by the Project Manager.

## **City of Smithville Missouri**

### **Invitation to Bid – Contract mowing**

#### **2. Equipment**

All mowing equipment shall be equipped with sharp blades, so as not to tear, but cleanly cut the blades of grass. All grass shall be cut at a height of 3-3 ½ inches, unless specified by the Project Manager. All ditches, trees, poles, signs, fences, and concrete bases are to be trimmed closely. Special care shall be given to trimming around small trees, so as not to inflict damage to the bark of the trees. All trimming shall be accomplished by maintaining the 3-3 ½ inch cutting height and concurrent with mowing operations. Any grass discharged in windrows or clumps shall be removed to redistribute clippings.

Contractor staff shall pick up all litter before each mowing and remove litter from site. If trash is overlooked and shredded by mowers, it should be collected and disposed of. Contractor staff shall be responsible for pickup and removal of small limbs and sticks up to 1 inch in diameter and disposed off site in a legal manner. If there are limbs or sticks larger than the 1-inch diameter notify the Project Manager.

#### **3. Communication**

If mowing is interrupted by inclement weather, the contractor shall give top priority to completing the job as soon as possible. The Project Manager has the authority to cancel scheduled mowing cycles on a week-to-week basis. The cancellation will be based upon need or prevailing weather conditions. Contractor will not be paid for cancellations.

If there are Water tower properties that do not allow mowing that are typically mowed, for example a wet spot, or area, that must be communicated to the Project Manager and explain why. Every effort must be made to complete each Water tower property each time they are mowed.

Due to the importance of this contract for the Water tower properties there will be a call back policy in place for the duration of the contract. If there is a problem discovered by the Project Manager of a task or Water tower property left unmowed or unfinished notice will be given to the contractor that there is an issue at one of the

**City of Smithville Missouri**  
**Invitation to Bid – Contract mowing**

locations. From that point the contractor has 48 hours to correct the issue. **If this issue cannot be corrected in the 48-hour window, the city Utilities Department will have the right to correct the issue and charge the contractor at a rate of \$30.00/hour to correct the issue with a one hour minimum required.** If the City exercises this right, the contractor will be notified and provided pictures of the issue. If this charge becomes applicable, the invoice due that week should reflect a credit at the correct rate. This will be discussed with the contractor awarded the contract as we understand there will be a learning curve when mowing our Water tower properties. However, if this becomes a regular occurrence, after 3 different occurrences, the City reserves the right to begin the process to terminate the contract.

**4. Liquidated Damages**

The City's Project Manager and the Contractor will assess all damages to irrigation equipment, fences, landscaping, trees, structures, and electrical equipment for liquidated damages. Liquidated damages will be negotiable based on replacement of damaged items. Liquidated damages will either be deducted from invoices or paid directly to the City by the contractor or by the contractor's insurance company.

**5. Contractor Licensing and Insurance requirements**

Contractor shall currently have or obtain a business license through the City of Smithville Missouri. Contractor will need proof of current workers compensation insurance. Contractor will also need to provide a W-9 and or copy of a valid Drivers License.



## City of Smithville Missouri

### Invitation to Bid – Contract mowing

#### 6. Insurance

The Contractor shall obtain and maintain, at their expense, insurance coverage as specified to protect both the City and themselves from claims arising from contract operations. Required coverage includes:

- **Worker's Compensation** (Statutory)
- **Employer's Liability** (\$1,000,000 per employee)
- **General Liability** (\$2,000,000 per occurrence)
- **Property Damage** (\$2,900,000 per occurrence)
- 

The Contractor's liability insurance must:

1. Name the **City of Smithville** (107 W. Main Street, Smithville, MO 64089) as an **Additional Named Insured**.
2. Be issued by insurers with an **A.M. Best rating of "A-VII" or better** and licensed in Missouri.
3. Provide **30 days' prior written notice** before cancellation.
4. Offer **primary coverage**, with the City's policies acting as excess if applicable.

Proof of insurance must be provided before contract execution. The Contractor is responsible for ensuring that subcontractors maintain equivalent coverage or are included in the Contractor's policy. Failure to maintain insurance does not relieve the Contractor of their contractual obligations. Any insured loss payments will be made payable to the City.

**City of Smithville Missouri**  
**RFP #25- 06 Mowing Services**

Please provide updated bids for the locations below:

26 Weeks, Covered Weekly. The bid should include Mowing, String Trimming, Edging and Blow Off.

**Water Tower 1: NW 188<sup>th</sup> ST West of 169 Hwy) 0.97 acres**

**Water Tower 2: NW 140<sup>th</sup> ST (West of 169 HWY) 1.37 acres**

**Water Tower 3: Jefferson HWY (North of 172<sup>nd</sup> ST) 0.22 acres**

**Water Tower 4: 708 S Commercial 0.14 acres**

Any questions, please contact Michael Jacobs at (816) 500-4818 or email [mjacobs@smithvillemo.org](mailto:mjacobs@smithvillemo.org)

The Contractor shall provide the cost to the City of Smithville as follows:

Item Description	Bid Price
<b>Mowing Services (per week)</b>	270.30

Company name: Warrior Lawn & Landscape

Bidder signature:

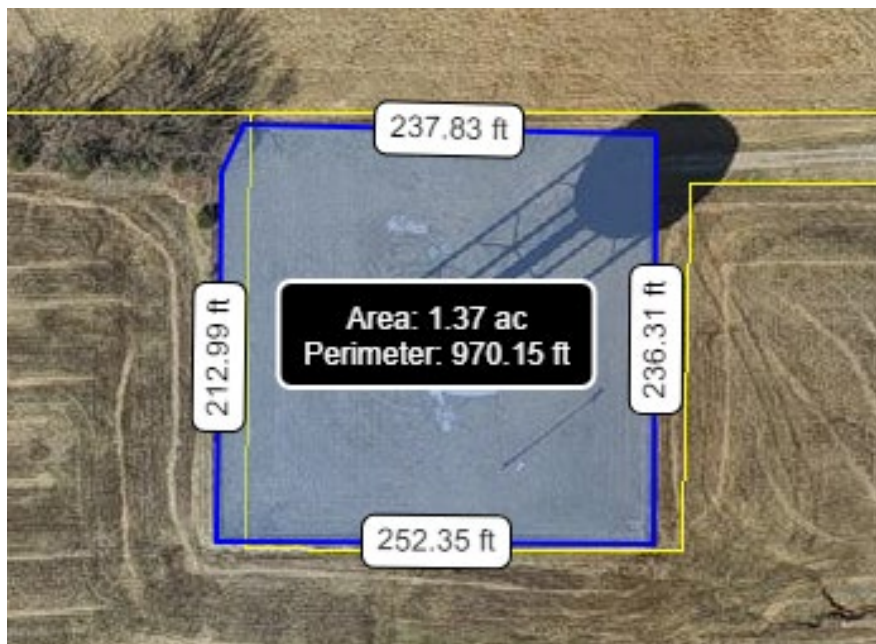
Date: February 3, 2025

## Water towers and addresses

Water Tower 1: NW 188<sup>th</sup> ST (West of 169 Hwy)



Water Tower 2: NW 140<sup>th</sup> ST (West of 169 HWY)



Water Tower 3: Jefferson HWY (Noth of 172<sup>nd</sup> ST)



Water Tower 4: 708 S Commercial



**RFP #25-06 Mowing Services**

**Addendum #1**

**February 06, 2024**

To: Prospective Bidders  
From: Charles Soules, PE  
Director of Public Works  
Owner: City of Smithville  
107 West Main Street  
Smithville, MO 64089  
Subject: City of Smithville, MO  
RFP #25-06  
Water towers mowing services

This Addendum is part of the Bidding Documents and Contract Documents and modifies the Bidding Documents as indicated below. Acknowledgement of this Addendum is in the space provided in the Bid Form. Failure to acknowledge this Addendum may disqualify the Bidder for award of this project.

The total acreage has been updated for Water Towers 2 and 3.

**Water Tower 2: NW 140<sup>th</sup> ST (West of 169 Hwy) : 1.37 + 0.20 acres = 1.57 acres**

**\*Additional areas next to the driveway have been added.**





**Water Tower 3: Jefferson HWY (North of 172<sup>nd</sup> St) = 0.36 acres**



**Acknowledgment of Addendum #1:**

Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## **Exhibit 1-Additional Park Areas**

The following park areas will be added to the scope of work:

### **Group 1 – \$270 per week**

- City Hall: 107 W Main St – 1.8 acres (City Hall and Senior Center)
- Remembrance Park: Corner of W Main St & Bridge St – 0.11 acres
- Courtyard Park: 118 N Commercial Ave – 0.58 acres
- School House: Adjacent to 110 E Church St – 0.65 acres
- Humphrey and Nancy Smith Park: Corner of N Bridge St & Hilltop St – 1.6 acres
- Emerald Ridge Park: 15106 Kelly Dr – 0.86 acres

### **Group 2 – \$325 per week**

- Helvey Park: Corner of Helvey Park Dr & East Summit St
- Wildflower Park: 18607 Wildflower Dr
- Diamond Crest Park: 19535 Corbyn Ln

**Total Weekly Amount for All Parks:** \$595 per week