

BILL NO.: 24-0701

ORDINANCE NO.: 24- 0270

INTRODUCED BY: COUNCIL MEMBER(s) Groeteke

1 **AN ORDINANCE TO AUTHORIZE JEFFERSON COUNTY TO**
2 **REIMBURSE THE CITY OF HILLSBORO, MISSOURI UNDER THE TAX**
3 **REVENUE SHARING AGREEMENT FOR THE ONE-HALF OF ONE PERCENT**
4 **(1/2 OF 1%) ROAD IMPROVEMENT SALES TAX FOR THE PURPOSE OF**
5 **CAPITAL IMPROVEMENTS TO THE PUBLICLY MAINTAINED ROADS OF**
6 **JEFFERSON COUNTY.**

7 **WHEREAS**, Pursuant to Ordinance 23-0536, Jefferson County, Missouri, (hereafter,
8 the “County”) entered into an annual tax sharing agreement with the City of Hillsboro,
9 Missouri, (hereafter, the “Municipality”) for the purpose of sharing and spending revenue,
10 generated by the imposition of a countywide sales tax, on programmed projects for the 2024
11 calendar year; and,

12 **WHEREAS**, the Municipality is required to submit reimbursement requests to
13 the County for appropriate expenditures on a periodic basis; and,

14 **WHEREAS**, the Municipality has requested reimbursements for the current
15 period as follows:

16 <u>Municipality</u>	<u>Reimbursement Request</u>
17 City of Hillsboro	\$50,000.00

1 **WHEREAS**, documentation for each request being made this period by the
2 Municipality is attached hereto as Exhibit A; and,

3 **WHEREAS**, the County finds that it is now necessary and in the best interest of the
4 County to reimburse these expenses from the funding account of this Municipality as
5 maintained by the Office of the County Treasurer, subject to funding account balance
6 limitations.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
8 **AS FOLLOWS:**

9 Section 1: The County is authorized to reimburse the Municipality located within
10 Jefferson County as follows:

<u>Municipality</u>	<u>Reimbursement Request</u>
City of Hillsboro	\$50,000.00

13 Section 2: The Jefferson County, Missouri, Council hereby authorizes the
14 County to make reimbursement to the Municipality, per Exhibit A which is attached
15 hereto and which is incorporated herein. The County Executive is further authorized to
16 take any and all actions necessary to carry out the intent of this Ordinance.

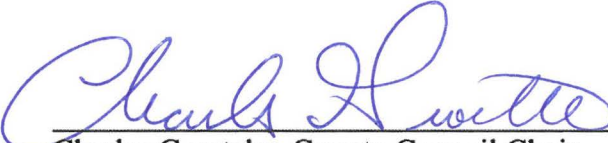
17 Section 3. Copies of all annual tax sharing agreements and anticipated projects,
18 along with all reimbursement requests received, shall be filed and maintained by the
19 Department of the County Clerk consistent with the rules and procedures for the
20 maintenance and retention of records as promulgated by the Secretary of State.

1 Section 4: This Ordinance shall be in full force and effect from and after its date
2 of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not
3 affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>absent</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 8 DAY OF July, 2024:
 PASSED FAILED


Charles Groeteke, County Council Chair


Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 10 DAY OF July, 2024.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2024.

Dennis J. Gannon
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Jeannie Goff
Jeannie Goff, County Clerk

By: Shelley Blankenship
Deputy Clerk

Reading Date: 07-08-2024

REQUEST FOR REIMBURSEMENT OF COUNTY
ONE-HALF CENT SALES TAX

EXHIBIT A

FROM: CITY OF HILLSBORO

DATE: 07-08-2024

PROJECT 1:	32 Concrete panel replacements Hawks Pointe Subdivision	\$50,000.00
PROJECT 2:		
PROJECT 3:		
PROJECT 4:		
PROJECT 5:		
PROJECT 6:		
		\$50,000.00

TOTAL REIMBURSEMENT REQUEST

EVALUATION DATE:	6/27/24
EVALUATED BY:	Dan Naunheim, Deputy Director of Public Works
APPROVAL DATE:	On July 8, 2024 County Council Agenda
COMMENTS:	Use acct string 462-9999-2510-9999-999999
REVIEWER INITIALS:	DRN



ORDINANCE NO.

24-0270

April 2024 Road Tax Information

Road Tax District	Balance Forward	Sales Tax	Interest	Disbursement	Ending Balance
Arnold	\$ 7,447,835.46	\$ 168,624.94	\$ 37,586.98	\$ -	\$ 7,654,047.38
Byrnes Mill	\$ 547,800.83	\$ 16,337.42	\$ 2,781.46	\$ -	\$ 566,919.71
Cedar Hill Lakes	\$ 105,048.93	\$ 3,205.88	\$ 533.70	\$ -	\$ 108,788.51
Crystal City	\$ 240,109.92	\$ 31,915.50	\$ 1,325.35	\$ -	\$ 273,350.77
DeSoto	\$ 1,995,762.93	\$ 52,183.88	\$ 9,150.88	\$ (250,655.96)	\$ 1,806,441.73
Festus	\$ 2,362,746.03	\$ 81,106.45	\$ 12,042.51	\$ -	\$ 2,455,894.99
Festus Special	\$ 573,773.81	\$ 42,274.82	\$ 3,021.28	\$ -	\$ 619,069.91
Herculaneum	\$ 229,469.07	\$ 29,824.15	\$ 1,263.71	\$ -	\$ 260,556.93
Hillsboro	\$ 359,625.71	\$ 20,579.64	\$ 1,868.27	\$ -	\$ 382,073.62
Kimmswick	\$ 139,263.19	\$ 1,680.17	\$ 696.50	\$ -	\$ 141,639.86
Lake Tekakwitha	\$ 105,111.91	\$ 1,668.41	\$ 527.42	\$ -	\$ 107,307.74
Olympian Village	\$ 76,830.01	\$ 7,144.34	\$ 410.92	\$ -	\$ 84,385.27
Parkdale	\$ 260,260.03	\$ 1,098.21	\$ 1,292.89	\$ -	\$ 262,651.13
Peaceful Village	\$ 10,943.14	\$ 307.88	\$ 55.48	\$ -	\$ 11,306.50
Pevely	\$ 1,349,399.69	\$ 38,158.40	\$ 6,842.64	\$ -	\$ 1,394,400.73
Scottsdale	\$ 128,712.17	\$ 2,570.29	\$ 648.10	\$ -	\$ 131,930.56



City of Hillsboro Street Department

Hawks Pointe Subdivision

Concrete Surface Yearly Maintenance 2023-2024 Specification Packet

Bids are due by 2:00 pm on April 26, 2024.

City of Hillsboro, MO

101 Main Street

Hillsboro, MO 63050

Introduction and General Information

Thank you for your interest in submitting a bid for the replacement of concrete street replacement slabs on two separate locations in the City of Hillsboro. This packet is intended to provide you with useful information and specifications of the desired scope of work.

Bids will be received by Jesse Wallis, City Administrator, at 101 Main Street, Hillsboro, MO 63050 until 2:00 am on Friday, April 26, at which time they will be publicly opened and read. Please note "Hawks Pointe Concrete Bid" on the sealed, opaque envelope. Bids shall not be withdrawn, modified, or altered after the bid opening.

A Bid Submittal Sheet is included in this packet and must be included in your submitted bid. Other documents and information may be included in your bid, but no other document shall replace the Bid Submittal Sheet.

It is the sole responsibility of the bidder to ensure that the bid is received on or before the submission deadline. Emailed submissions will not be considered. Paper bids need to be submitted either via mail or in person. If mailing your bid, please allow ample time for receipt.

Bids received after the deadline will not be considered. All costs directly or indirectly related to submitting a bid will be borne by the submitter. The City of Hillsboro is not obligated to accept any submitted bid or negotiate with any persons or firms submitting a bid. The City of Hillsboro reserves the right to reject any and all bids and to waive informalities and minor irregularities.

Each submitted bid shall be submitted as a single lump sum inclusive of all labor, materials, and other associated fees for completing the work. At no time does the City of Hillsboro intend to provide additional compensation beyond what is included in the accepted bid.

Locations are public streets, so they can be seen at any time. However, if you would like to see the street with a city employee, please contact Mr. Tim Adams using either the phone number or email address listed below. **All interested parties are strongly encouraged to visit the streets and take their own measurements prior to submitting a bid.** Any questions regarding this specification packet or the desired scope of services should be submitted to either party listed below.

Contact Information

Jesse Wallis, City Administrator
636-797-3334 ext. 6
administrator@hillsboromo.org

Tim Adams, Public Works Superintendent
636-797-3334 ext. 3
t.adams@hillsboromo.org

Anticipated Timeline

Advertisement Published:	Thursday, March 28, 2024
Submissions Due:	Thursday, April 26, 2024, by 2:00 pm
Board of Aldermen Award Bid:	Monday, May 6, 2024
Letter of Award Sent to Winning Bidder:	Tuesday, May 7, 2024
Maintenance Agreement timeline:	Monday, May 8, 2024, to Friday, June 30, 2024

Note: with the exception of the Advertisement Published and Submissions Due dates, all dates are tentative and subject to change.

Scope of Services

The scope of this project includes the removal and replacement of concrete street sections including rock subbase and rolled curbs (where applicable). Location will be determined on a as needed repair basis. Sections are approximately 12' wide each lane and 14' long. Each section will have #5 rebar pins anchored into existing slabs. Total dollar amount of sections bid, will not exceed \$50,000.00 dollars.

The selected contractor will be expected to comply with and/or complete the tasks listed below. Any proposed deviations from the items listed below should be clearly marked in the submission.

1. The selected contractor shall furnish all labor, materials, services, and equipment necessary to remove the existing concrete and rock subbase and replace them with new concrete, dowel baskets (where required) and a new rock subbase (as necessary).
2. The contractor is responsible for furnishing all traffic control including signage.
3. The selected contractor will be expected to completely remove and dispose of the old concrete slabs and debris. The rock subbase that currently exists beneath the damaged concrete slabs can be reused so long as it is of high quality and as approved by the city.
4. The selected contractor will be expected to replace the curb where applicable.
5. All parts of the finished concrete surface shall drain rainwater runoff to storm sewer inlets as originally designed. Any ponding or puddling will not be accepted.
6. The new concrete slabs shall be six (6) inches thick.
7. The new rock subbase shall be inch or inch-minus rock compacted to four (4) inches thick.

All bidders prior to bidding are strongly encouraged to visit the project site prior to submitting a bid to gain a full understanding of the scope of the project.

The City intends to enter a formal contract with the selected contractor. Details of the final scope of service will be negotiated and discussed with the selected contractor before any work will be allowed to begin.

Description of Project Location

The scope of this project includes the removal and replacement of concrete street slabs and the rock subbase beneath the slabs in various locations within the city limits.

Missouri Prevailing Wage Law

Pursuant to Section 290.230 of the Revised Statutes of Missouri, public works projects valued \$75,000 or less are not subject to the Missouri Prevailing Wage Law.

Concrete slab replacement projects are considered public works projects, but the anticipated total cost of this project is less than \$75,000. However, if the awarded bid equals or exceeds \$75,000, or if the actual final cost of the project equals or exceeds \$75,000, the selected contractor will be required to abide by all requirements of the Missouri Prevailing Wage Law.

Liability and Workers' Compensation Insurance

The selected contractor shall furnish general liability and property damage insurance with coverage to name and protect the City of Hillsboro and the selected contractor from all claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from the work performed under the agreement, whether such claim be a result of actions by the selected contractor or any subcontractor performing work under the agreement. The insurance policy shall not be less than \$500,000 personal injury per occurrence and not less than \$500,000 aggregate property damage.

The selected contractor shall be required to provide proof of workers' compensation insurance and maintain said insurance during the performance of the work prescribed in the agreement. The selected contractor shall be further required to provide proof of workers' compensation insurance for all sub-contractors performing work under the agreement.

Contractor Guarantee

All work on this project shall be guaranteed to be free from defects in workmanship and materials for a period of one (1) year from date of completion of the entire project. This is not a maintenance guarantee.

The selected contractor shall repair and replace any defective areas within ten (10) days after receiving notice of defect. Should repair work not be done by the selected contractor, the city will make necessary repairs and charge the selected contractor.

Final Inspection, Final Payment, and Remediation of Damages

When the work performed under the agreement has been fully completed in accordance with the specifications provided, a final inspection will be made by a representative of the City and any defects arising out of said inspection will be remedied by the selected contractor.

A lump sum final payment of the bid amount will be paid to the selected contractor after final inspection and acceptance of the work. Acceptance of such payment by the selected contractor shall release the City from all claims of any liabilities of the selected contractor under this agreement, except that the selected contractor shall not be released from liability for defects resulting from unacceptable workmanship or failure to follow specifications, where said defects are not readily ascertainable by the City upon final inspections.

In the event the City is required to file suit for damages as a result of breach of contract by the selected contractor, then the City shall be entitled to collect reasonable attorney fees, costs of litigation and Court costs from the selected contractor.

BID SUBMITTAL SHEET
Hawks Pointe Subdivision
Concrete Street Slab and Subbase Replacement

Name of Submitter: _____

Name of Firm: _____

Address: _____ City/State/Zip: _____

Telephone: _____ Email Address: _____

The submitter further acknowledges that the City of Hillsboro reserves the right to reject any and all bids and to waive informalities and minor irregularities. By submitting this bid, the submitter acknowledges that he/she has the authority to submit bids on behalf of his/her firm.

Number of Concrete slabs replaced: _____

Submitted Lump Sum Total: \$ _____

Unit price per square yard for any additional concrete and subbase replacement: \$ _____
--

Submitted to the City of Hillsboro on this _____ day of _____, 2024.

Printed Name: _____

Signature: _____

Meyer Contracting and Hauling LLC

561 PO Box
Crystal City, MO 63019 US
+1 3147179821



INVOICE

BILL TO
City of Hillsboro
101 Main Street
Hillsboro, MO 63050

INVOICE #	DATE	TERMS		DUE DATE	
1091453	06/18/2024	Net 30		07/18/2024	
DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Concrete	Hawks Pointe Subdivision street repair	1	50,000.00	50,000.00
BALANCE DUE					\$50,000.00

REQUEST FOR PROPOSAL

The City of Hillsboro is currently soliciting proposals from qualified concrete contractors for concrete slab replacement in the Hawks Pointe Subdivision. Bids will be received by Tim Adams, Public Works Superintendent, at 101 Main Street, Hillsboro, MO 63050 until 2:00 P.M. on Fri, April 26, 2024, at which time they will be publicly opened and read. Please note “Hawks Pointe Concrete Bid” shall be on a sealed opaque envelope. Proposals shall not be withdrawn, modified, or altered after the opening. A detailed specification packet containing the desired scope of services and other important information may be received by visiting City Hall during normal business hours or can be download at www.hillsboromo.org under the “Upcoming Bids” section, or by contacting Tim Adams, Public Works Superintendent, at 636-208-5186, or at t.adams@hillsboromo.org. All submitted bids must include both the Bid Submittal Sheet and proposal form which can be found in the specification packet. The City of Hillsboro reserves the right to reject any and all proposals and to waive informalities and minor irregularities.



Bid Opening: April 26, 2024, 2:00 P.M.

BID FOR: Hawks Pointe Concrete Replacement

BID DUE DATE: 2:00 p.m., April 26, 2024

ITEM DESCRIPTION: Concrete Replacement

Bidder	Date Received	Time Received	Bid Amount	
Kingsland Concrete	04-26-24	2:00	35,280.00	20
Kimes Contracting	04-25-24	10:53	50,000.00	30
Meyer Contracting	04-24-24		50,000.00	32
No Limit Contracting	04-22-24		49,955.00	28
D+B Concrete	04-26-24	11:29	49,920.00	20
McCullough	04-26-24	8:02	45,250.00	25

City of Hillsboro Representative: Julie Adams

Date: 4/26/24 Time: 2:07

City Clerk: Kaley Behnem

Date: 4-26-24 Time: 2:07



CITY OF HILLSBORO
Incorporated since 1839

101 Main Street P.O. Box 19
Hillsboro, Missouri 63050
Phone: (636) 797-3334 Fax: (636) 789-2112
Email: administrator@hillsboromo.org
Website: www.hillsboromo.org

BUDDY RUSSELL, MAYOR

May 7, 2024

City of Hillsboro
101 Main Street
P.O. Box 19
Hillsboro, MO 63050

Hawks Pointe Subdivision Concrete Replacement Agreement

THIS AGREEMENT is by and between the City of Hillsboro ("Owner") and Meyer Contracting and Hauling, ("Contractor"). Owner and Contractor hereby agree as follows:

32 Concrete pad replacements for the sum of \$50,000.00.

Contractor shall complete all Work as specified or indicated in the Bid Documents. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Works times the actual quantity of that item. Any alteration or deviation from what has been specified involving extra costs will become an extra charge over and above the proposal. All agreement are contingent upon strikes, accidents, delays and significant material price increase beyond our control.

IN WITNESS WHEREOF, Owner and Contractor have signed this agreement. Counterparts have been delivered to Owner and Contractor on their behalf.

This agreement will be effective on 5/7/2024 (which is the Effective Date of the Agreement).

BOARD OF ALDERPERSONS

Ward No. 1
Brenda King
Joe Phillips

Ward No. 2
Chris Degrate
Tim Polkinghorne

Ward No. 3
Larry McMullen
Nancy Maxwell

Ward No. 4
Joyce Twigg
Ronald Belcher

CITY OFFICIALS

JESSE W. WALLIS
City Administrator

STEVE HEINBERG
Chief of Police

ELIZABETH VREJLAND
City Clerk

SHARON ARMSTRONG
Utility Billing Clerk

SHANNON CARY
Utility Billing Clerk

JANCA EDEN
Council Council

THY ADAMS
Works Director

DANIEL
Commissioner

OWNER:
City of Hillsboro

By: Buddy Russell

Title: MAYOR

Attest: Janet Adams

Date: 5/7/2024

CONTRACTOR:

By: [Signature]

Title: Owner

Attest: Quetta Lynn

Date: 5/8/24