



16537 N Highway 5, MO PO Box 348 • Sunrise Beach, MO 65079 • PH (573)374-8782 • www.sunrisebeachmo.gov

SPECIAL MEETING OF THE BOARD OF TRUSTEES

Wednesday, October 25, 2023

Special Board Meeting – 12:30 P.M.
Sunrise Beach City Hall, 16537 N Highway 5
This meeting is open to the public.

AGENDA

1. Call to Order (Pledge of Allegiance)
2. Roll Call
3. Approval of the agenda
4. New Business
 - a. Resolution 2023-02: A Resolution Authorizing the Chairman of the Board of Trustees to Execute an Agreement with TankSpec LLC for Repairs to Water Tower 1
5. Adjournment

The Board of Trustees will consider and act upon the matters listed above and such others as may be presented at the meeting and determined to be appropriate for discussion at that time. Individuals who require an accommodation to attend a meeting should contact City Hall (573-374-8782) at least twenty-four hours in advance.

Posted: _____
Date and time

By: _____
Erin Hays, City Clerk

Resolution No. 2023-02

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO EXECUTE AN AGREEMENT WITH TANKSPEK, LLC FOR REPAIRS TO WATER TOWER 1

WHEREAS, the Village of Sunrise Beach has solicited proposals for repair of leaks at Water Tower 1; and

WHEREAS, the Village has received three proposals and upon canvassing the proposals has determined the proposal deemed to be most advantageous to the Village;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Village of Sunrise Beach that the Chairman of the Board of Trustees is hereby authorized to execute an agreement with TankSpek, LLC substantially in the form of the attached Exhibit A.

BE IT FURTHER RESOLVED that the City Clerk and all other staff members are hereby authorized to take such other action as may be necessary to carry out the purposes of this Resolution.

Passed this 25th Day of October, 2023

Susan Schneider, Chairman

Attest

City Clerk



JPCL *Prestige*
AWARD WINNER

TANKSPEK CORP
TOWER INSPECTIONS + CONSULTING SERVICES



Exhibit A

MISC. SERVICES OR REPAIR
Customer: Sunrise Beach, MO

ENGAGEMENT OF SERVICES PROPOSAL

This proposed agreement is entered into between **The City of Sunrise Beach, MO** hereinafter known as the Owner, and TankSpek, LLC, hereinafter known as the Company. The Owner agrees to employ the Company to perform the following services as defined, outlined, or listed below to the **~15 x 120 bolted storage tank** located **at Sunrise Beach, MO.**

1. SCHEDULE OF WORK

The Company agrees to provide all labor, materials and equipment unless otherwise specified. Procedures under this agreement shall commence **probable 2023 as mutually scheduled** and aggressively pursued until final completion. In the event conditions beyond control dictate a change in schedule, then a mutually agreeable new schedule will be arranged. Total time of completion for interior work is estimated at 2-3 working days.

The Owner agrees to:

- make the facility available upon arrival of Company personnel
- ~~when applicable,~~ isolate or drain the facility in advance or on arrival of Company personnel
- provide a usable access road and suitable staging area for equipment
- furnish an adequate water supply to complete cleaning or sanitizing procedures.
- provide an electric current (110v) outlet near the tank (*to operate misc. tools/ lights, etc.*)

2. WORKSITE SAFETY

The Company agrees to carry applicable insurance for the duration of the project and to furnish, upon request from the Owner, verification that all policies are in full force and effect.

Access: Safe entry/egress of personnel must be maintained. In the event of unsafe or inadequate access of personnel or equipment; the Owner agrees to allow the Company to install any openings or accessories that may be needed for proper ventilation or for safe entry/egress of personnel. The Company agrees to install any necessary items in a professional manner. Temporary items shall be removed on completion. Permanent items shall remain and become incorporated into this agreement and be covered under full warranty.

Electrical Items / Telecom: The Company agrees, to the best of its ability, to avoid any antennae, telecom or electrical equipment attached to the tank and accepts no responsibility for damage or failure of this equipment. The Owner agrees that, if necessary, to arrange with local utility provider to blanket, cover or relocate as needed any electrical lines that may affect the safety of Company personnel. (*if applicable*)

Additional Site Work: (Third-party): With considerations to Owner's representatives or inspectors, during performance of work by the Company, no workers except direct personnel of the Company shall be allowed to work on the tank, or perform work in any area determined as a drop-zone.

3. MISC. REPAIR SERVICE

Leak Repair:

- Tighten/ torque exterior panel connecting bolts as needed at approx. 3-5 effected leak locations. to recommended setting of ~45 ft. lbs.
- Tighten adjacent bolts (vertically and/or laterally) from leak area ~12 inches as needed
- Apply polysulfide joint sealant to the effected leak areas (Polyspek Thiokol, or equal)
- Sealant shall be applied to interior surfaces only and is recommended to cure for 24 hours (overnight) prior to filling or placing tank back into service
- Interior products shall meet NSF 61 standard for use in potable water facilities.



4. CLEANING, FLUSHING & SANITIZING

- Clean and flush interior surfaces of silt, sediment, and debris.
- Visual inspection of sanitary openings for contaminants or entry of surface water.
- Sanitize interior surfaces in accordance with AWWA procedures.
- Close all hatches, covers and manways.
- Replace the lower manway gasket (only as needed).
- Secure all ladders and guards.
- Bacteriological testing shall be completed by the Owner.

5. EXCEPTIONS/ SPECIAL CONDITIONS *(When Applicable)*

Isolation of Facilities: The Company accepts no responsibility for: water loss, loss of revenue, costs of purchased water by the Owner; damage of any kind resulting from having the tank out of use. Owner accepts full responsibility in maintaining and operating their system for the duration of the service.

Cleaning Equipment: Interior cleaning includes equipment and procedures for utilizing unheated water. The Owner shall notify the Company in advance of request and/or circumstances requiring steam or hot-water equipment so that this additional process may be incorporated into this agreement.

Replacement Hardware: Gaskets, screens, manway bolts, etc. are not included as part of this agreement unless specified in scope of work. When applicable (and upon approval of Owner), installation of replacement hardware shall be at current market rate for material and labor. In the event the Owner chooses not to replace gaskets/seals, the Company accepts NO RESPONSIBILITY in the event of leaks due to worn or faulty gaskets.

Cleanup / Disposal: The Company agrees to collect all debris and place for disposal by Owner. Unless provided by the Owner, fees for waste receptacles shall not be included unless otherwise stated in this agreement. The Owner agrees, to the best of their ability, to assist with disposal of debris.

Delays In Work: The Company agrees to perform this work aggressively until final completion with the following exceptions: equipment failure; weather delays; material shortages; etc. Upon commencement of service, delays that are the sole responsibility of the Owner (such as failure of Owners equipment or excessive delays in draining the tank; etc.), may result in additional fees from the Company. Delays by the Owner that may be considered excessive (several days or weeks) may require a mutual rescheduling of the project. In this event, a remobilization fee may be assessed, typically 10% of contract total, or \$950.00, whichever is greater.

6. WARRANTY

The Company warrants its work to be free from defects in material and workmanship for ONE YEAR unless otherwise noted in this agreement with the following exceptions: acts or events not within the scope or control of the Company's services (example: existing mechanical float systems, acts of nature; vandalism; etc.)

Exception: Leaks not detected or visible during site visit of 06/26/23, such as new leaks created as a result of draining/ filling of the tank are not covered under Company warranty. This Warranty shall be expressly limited to the work performed by the Company and is in lieu of all other warranties expressed or implied and no person (employee or otherwise) is authorized to make any representation or Warranty binding the Company except to refer to this Warranty. Should any of the coatings or repairs performed by the Company under this warranty prove to be defective within the period of this warranty; the Company shall remedy such defects at no cost to the Owner. However, if in the opinion of the Owner they cannot be remedied except by complete replacement, the Company will make complete replacement. The Owner will be charged for only for the term of service actually received. The remaining original cost will be applied as an adjustment toward cost of replacement. Replacement cost of any coating or repair shall be within 30% of the original cost. Variations within this cost will be dependent on increases in material or labor costs at time of replacement. It is agreed that should the Owner refuse such an adjustment; the Company will make no adjustment short of replacement in which case this warranty becomes limited to other work performed by the Company.




7. PAYMENT & TERMS

Total payment for the work as described shall be **14,488.00**. (plus sales tax if applicable). A payment of 20% for mobilization shall be invoiced and is due prior to commencement of services. Progress payments, if applicable, shall be payable upon receipt of an itemized statement. Purchase Orders are acceptable and payment will be due upon receipt of invoice(s). Prices herein reflect any and all discounts or reductions, implied or otherwise. Prices in this agreement are guaranteed to remain in effect if approved and accepted **by November 15, 2023, and work is allowed to be scheduled**. In the event this agreement is not accepted by the Owner within the specified time period; prices may be adjusted for inflationary material costs; fuel costs; etc.

Payments not received within thirty (30) days shall be considered delinquent and accrue interest at the current rate unless previous arrangements have been made. If at any point during the performance of this agreement the Owner decides to terminate the Company's services, the initial deposit, if any, is non-refundable to cover any completed work, advance purchase of materials or labor.

8. ACCEPTANCE

Owner	TANKSPEK, LLC
Authorized Signature	Company 
Printed Name Title Date	James Brookshire, President 10/17/2023 Printed Name Title Submittal Date

OWNER'S INFORMATION FOR TRANSMITTALS

Owner/ Name	Email _____
Billing Address City State Zip	Phone _____
	Sales tax rate _____ (if applicable)
	PO Number _____ (if applicable)