

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday February 7, 2023
Council Chambers
7:00 p.m.**

Meetings are open to the public, however, if you would like to view the meeting, you may do so using the following instructions:

City Council meetings will be videotaped to be shown live on the City of Hannibal YouTube page.

Although the meeting will be shown live, residents will also be able to watch the meeting on the YouTube page after the meeting.

The instructions to watch the meetings online follow:

- 1. Type in www.youtube.com in the web browser*
- 2. Type in City of Hannibal in the "Search" bar and hit Enter and hit the magnifying glass on the right side of the search bar.*
- 3. Click on "City of Hannibal" or the city of Hannibal crest.*
- 4. During the City Council meeting, there will be a red Thumbnail with the word "Live" on it.*
- 5. Click on the Thumbnail to watch the meeting.*
- 6. The meeting may be viewed on the website in its entirety after the meeting.*

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

**Regularly Scheduled Council Meeting – December 20, 2022
Regularly Scheduled Council Meeting – January 3, 2023
Regularly Scheduled Council Meeting – January 17, 2023**

**APPROVAL OF PAYROLL AND CLAIMS
Second Half- January 2023**

JONATHAN ROBINSON – Y MEN'S CLUB OF HANNIBAL

Re: Request, Street Closures – Mud Volleyball

**Re: Request, Street Closures – Reserve Y Men's Pavilion
Down By the River**

- *DBTR – Friday, May 18, 2023 5:00p.m. until 11:00 p.m.*
- *Friday, June 16, 2023 5:00 p.m. until 11:00 p.m.*
- *Mud Volleyball – June 25, 2023 8:00 a.m. until July 2, 2023 5:00 p.m.*

ALAN BOWEN – 13394 OLD 79

Re: Deputy Clerk & City Hall

APRIL AZOTEA – 323 N. MAIN STREET

Re: Chain of Command, Duties and Responsibilities

JAMES R. HARK – MAYOR

Re: Recommendation of Appointments

HANNIBAL HOUSING AUTHORITY

- **Patti Talbert – reappointment for a term to expire January 2027**
- **Jay Ghanti– reappointment for a term to expire January 2027**

LISA PECK – CITY MANAGER

Re: Unbudgeted Needs

MELISSA COGDAL – DEPUTY CITY CLERK

Re: Update of Council Chambers Audio/Video Equipment

ANDY DORIAN – DIRECTOR OF CENTRAL SERVICES

Re: Engineering/Architectural Service Agreement

Flood Gate Seal Replacement

(Resolution No. 2438-23, to follow.)

Re: Huckleberry Park Pickleball/Tennis Courts Project

Engineering Services Amendment

(Resolution No. 2437-23, to follow)

Re: Change Order #1 Lakeside Drive

Lakeside Industrial Road Project

(Resolution No. 2439-23, to follow)

Re: Contract of Obligation for the Landfill

Financial Assurance for Hannibal Sanitary Landfill

(Resolution No. 2440-23, to follow)

Re: Sale of City Owned Surplus Property

2002 Ford F250 4X4 Truck #19

MIKE MURPHY – BUILDING INSPECTOR

Re: Request, Set Public Hearing

➤ **Vacate a portion of Pershing Street**
Tuesday, March 7, 2023 – 6:15 p.m.

JACOB NACKE – HANNIBAL POLICE DEPARTMENT

Re: Law Enforcement Block Grant

(Records Management System Upgrades Grant)

STEPHAN FRANKE – 3RD WARD COUNCILMEN

CHARLES PHILLIPS – 4TH WARD COUNCILMEN

Re: Monthly City Manager Report

BILL NO. 23-003

**AN ORDINANCE OF THE CITY OF HANNIBAL AMENDING THE
FISCAL YEAR 2022/2023 PAYROLL ORDINANCE (NO. 4)
RELATIVE TO THE INCREASE OF THE SALARIES OF THE
POLICE CHIEF, THE FIRE CHIEF AND DIRECTOR OF CENTRAL
SERVICES DUE TO THE ADDITION OF DUTIES AS A RESULT OF
ASSUMING EMERGENCY MANAGEMENT RESPONSIBILITIES**

Second and Final Reading

BILL NO. 23-004

**AN ORDINANCE REVISING CHAPTER 2 - ADMINISTRATION,
ARTICLE IV. – OFFICERS AND EMPLOYEES BY CREATING A
NEW DIVISION 3, COMPLAINT PROCESS; OF THE REVISED
ORDINANCES OF THE CITY OF HANNIBAL TO CLARIFY THE
PROCESS FOR COMPLAINTS REGARDING OFFICERS OF THE
CITY**

First Reading

RESOLUTION NO. 2437-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$9,000 BIDDING, CONSTRUCTION ADMINISTRATION AND OBSERVATIONAL ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND KLINGNER & ASSOCIATES FOR THE RENOVATIONS OF THE HUCKLEBERRY TENNIS & PICKLEBALL COURTS.

RESOLUTION NO. 2438-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$21,000 ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND KLINGNER & ASSOCIATES FOR THE REPLACEMENT OF THE SEALS ON THE DOWNTOWN FLOOD GATES.

RESOLUTION NO. 2439-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$16,679 CHANGE ORDER #1 FOR THE CONSTRUCTION OF A SECTION OF LAKESIDE DRIVE ROAD GOING INTO THE INDUSTRIAL PARK.

RESOLUTION NO. 2440-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE A CONTRACT OF OBLIGATION
BETWEEN THE CITY AND THE MISSOURI DEPARTMENT OF
NATURAL RESOURCES FOR THE REQUIREMENTS OF THE
POST-CLOSURE OF A SOLID WASTE DISPOSAL AREA IN THE
AMOUNT OF \$219,769**

CLOSED SESSION

In Accordance with RSMo. 610.021 (1), (3), (12), and (13)

ADJOURNMENT



Sign-Up for Public Comments

- *Public comments are allowed starting at 6:30PM immediately prior to every regular City Council meeting*
- *Persons wishing to speak must appear no later than 6:20PM*
- *Each person may have up to 5 minutes to speak – an extension may be allowed if approved by Council*
- *There will be a limit of 5 sign-ups per meeting and the public comment period will terminate at 6:55PM*

You will be called in the order that you have signed up below:

Name

Brief reason for speaking

1). _____

2). _____

3). _____

4). _____

5). _____

**City of Hannibal 320 Broadway, Hannibal, MO 63401
Phone 573.221.0111 / Fax 573.221.8191**

www.hannibal-mo.gov



COUNCIL RULES REGARDING PUBLIC SPEAKING

The Hannibal City Council shall utilize the following rules regarding public comment at the City Council meetings:

1. As required under Section 2-185 of the Ordinances of the City of Hannibal, the council sets out a period for public comment which shall begin at 6:30 P.M. immediately prior to every regular council meeting.
2. Persons wishing to speak may do so without prior notification by appearing no later than 6:20 on the day of the meeting signing up to speak and giving a general statement of what they want to speak about.
3. Each person may have up to 5 minutes to speak. If a person wishes to speak longer than 5 minutes they must request an extension. If a councilperson moves to extend their time, it is seconded and a majority of the council votes to approve it, a person may have up to an addition 5 minutes to speak.
4. In the event that any commenter misuses the public comment period, the Mayor or Mayor Pro tem in the Mayor's absence shall be empowered to terminate that commenter's speaking privilege. Misuse shall include, but not be limited to use of obscenity, attacks on individuals or businesses, discussion of topics which are not reasonably related to the City of Hannibal or the business of the City.
5. The council will endeavor to be present during the public comment period.
6. The public comment period will terminate no later than 6:55 P.M.
7. If a person wishes to address the council during the council meeting, they must fill out the form provided by the City Clerk and must also follow all requirements for placing an item on the council agenda.
8. Each person may have up to 5 minutes to speak during their council agenda item. If a person wishes to speak longer than 5 minutes they must request an extension. If a councilperson moves to extend their time, it is seconded and a majority of the council votes to approve it, a person may have up to an addition 5 minutes to speak.
9. If multiple persons request to be on the agenda for the same or similar items, prior to the first person beginning to speak, the mayor shall notify the council of the overlap. The mayor shall request a motion to either allow all persons to speak or to limit the speakers. If no motion is made or seconded then all persons shall be allowed to speak for 5 minutes.

Office of City Clerk



City Council Request to Speak
First and Third Tuesday of each Month
Deadline is 4:00 p.m. Thursday prior to City Council Meeting

Today's Date: 1/18/2022

Date you wish to be placed on Agenda: 02/07/2023

Name: Jonathan Robison

Address: _____

Phone Number: 573-822-8683

Subject Matter:

Ymens Club Reservation of Pavilion and street closures for Down By the River and Mud Volleyball.

01/18/2023

Date

Speaker's Signature

Speakers shall be allowed up to a maximum of a (5) minute presentation.
Speakers shall adhere to the above stated subject matter.

"Deadlines subject to change based on holiday schedule, etc", contact the Clerk's office for official deadline relating the specific meeting.
(573)221.0111, ext. 209

City of Hannibal 320 Broadway, Hannibal, MO 63401
P 573.221.0111 F 573.221.8191
www.hannibal-mo.gov



Return to:
Office of the City Clerk
320 Broadway
Hannibal, MO 63401
Ph. (573) 221-0111
Fax (573) 221-8191

SPECIAL EVENT APPLICATION

(Council Meetings are the 1st & 3rd Tuesdays of each month)
Deadline for Submission: Wednesday, Prior to Council Meeting

Today's Date: 01.18.2023 Date you wish to be placed on Agenda: 02.07.2023

Your Organization: Y men's Club of Hnbl Special Event: Down by the River + Mud Volleyball

Date(s) of Event: See Attachment Requested Times (from-to): See Attachment

Description of Activity: Down by the River- Street entertainment to raise money for the Y.M.C.A.
Mud Volleyball is a tournament to raise money for the Y.M.C.A.

Primary Contact Person(s): Jonathan Robison Home Phone:

Work Phone: Cell Phone: 573.822.8683 E-mail: jdrobison@gmail.com

Assistance Needed (location, etc.): Y mens Club Reservation of Pavillion and Street closures for D.B.T.R. + Mud V.B.

DEPARTMENTAL COMMENTS

Police: It looks like Ymen's will provide their own security by MCSD. I don't believe anything specific will be needed by our department. Dept. Cost: 0
- Lieutenant Locke

Fire: No issue with these events. Dept. Cost: 0
-Ryan Neisen

Public Works: N/A Dept. Cost: N/A
N/A

Building Inspector: No comment. Dept. Cost: 0
-Mike Murphy

Parks: Parks has no Objections. **Dept. Cost:** 0
-Andy Dorian

Street: Streets has no objections. **Dept. Cost:** 0
-Andy Dorian

Tourism: Always great to have these popular events back. **Dept. Cost:** 0
-Megan Rapp

Administration: Approval upon receipt of insurance. **Dept. Cost:** 0
-Clerk's Office

STAFF RECOMMENDS: Approval upon Certificate of insurance recommended.

- DOWN BY THE RIVER STREET CLOSURE
- MUD VOLLEYBALL STREET CLOSURE



2023 Y-Men's Meetings, Down By the River and Mud Volleyball Dates

DATES TO RESERVE THE PAVILION AND STREET CLOSURE:

May –

- 5-3-23 - Regular Meeting – 6:00 PM – Meet at the pits
- 5-18-23 – Setup for D.B.T.R. & Regular Meeting – 6:00 PM – Meet at the pits
- 5-19-23 – D.B.T.R.
- 5-20-23 – D.B.T.R. Clean up

June –

- 6-7-23– Regular Meeting – 6:00 PM – Meet at the pits
- 6-15-23 – Setup for D.B.T.R.
- 6-16-23 – D.B.T.R.
- 6-17-23 – D.B.T.R. Clean up
- 6-21-23 - Regular Meeting – 6:00 PM – Meet at the pits
- 6-26-23 – Setup for Mud Volleyball
- 6-27-23 – Setup for Mud Volleyball
- 6-28-23 – Setup for Mud Volleyball
- 6-29-23 – Mud Volleyball starts
- 6-30-23 – Mud Volleyball

July –

- 7-1-23 – Mud Volleyball – 7:00 A.M.
- 7-2-23 – Mud Volleyball – (clean up)
- 7-3-23 – Mud Volleyball – (clean up)
- 7-4-23 – Mud Volleyball – (clean up)
- 7-5-23 - Regular Meeting/Clean up pavilion – 6:00 PM – Meet at the pits
- 7-19-23 –Regular Meeting

August –

- 8-2-23 - Regular Meeting – 6:00 PM – Meet at the pits
- 8-16-23 – Regular Meeting – 6:00 PM – Meet at the pits

September –

- 9-6-23 - Regular Meeting – 6:00 PM – Meet at the pits
- 9-20-23 -Regular Meeting –6:00 PM –Meet at the pits



Hold Harmless and Insurance Requirements

- 1) To the fullest extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Hannibal, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to, Sponsor's use of City streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees
- 2) Sponsor shall purchase and maintain the following insurance, at Sponsor's expense: Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence bases.
Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 minimum.
Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
- 3) All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
- 4) Prior to using City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
- 5) No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

By

Y men' Club President

Title

1-18-2023

Date

	ACTIVITY	PROCESS
<input type="checkbox"/>	Business License	The business / group promoting and organizing the event for profit must obtain a City of Hannibal Business License. Contact City Hall at 573-221-0111 for more information.
<input checked="" type="checkbox"/>	Alcohol	<ol style="list-style-type: none"> 1. Review the City of Hannibal, <u>Municipal Code Chapter 3 Alcoholic Beverages</u>. 2. Approval is needed from the City of Hannibal
<input type="checkbox"/>	Retail Vendors	If retail sales are being made, vendors are required to collect and report sales tax to Missouri Department of Revenue. Tax Packets may be obtained by calling 573-751-3505 or by visiting the Business tax Registration Forms at http://dor.mo.gov
<input checked="" type="checkbox"/>	Food Vendors	If food is to be served, each food vendor must receive approval from the Marion County Health Department. You may contact them at 573-221-1166 .
<input type="checkbox"/>	Parade or other run / walk event	Special Events that occur on public property, require street closures, or involve outdoor retail sales, first require City Council approval. Parades require you to obtain a permit from the Police Department after Council Approval, but prior to your event. You must contact the Police Department 573-221-0987 within 10 days of your event to secure the appropriate parade permit.
<input checked="" type="checkbox"/>	Security	(Must Provide Own) Method of Security
<input checked="" type="checkbox"/>	Waste Removal / Recycling	Responsibility of Event Holder
<input checked="" type="checkbox"/>	Port-A-Potties	Not supplied by City
<input checked="" type="checkbox"/>	Barricades	Available through Street Department 573-221-0134

****All special events; etc. must contact the Hannibal Fire Department for appropriate permits****

Administration Building
2333 Palmyra Road
(573)221-0651
Training Officer Kempker



CITY OF HANNIBAL

Special Event Safety Plan

Questions or Inquiries: Contact Hannibal Fire Department @ 573-221-0657

I. GENERAL

Event Name Mud Volleyball

Date of Event

6/28 - 7/2/23

Location/Address/Facility Name

YMENS Pavilion

Expected Number of Attendees:

2,000

II. PURPOSE

- A. This emergency action plan predetermines actions to take before and during the event in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
- B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.

III. ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police.

IV. BASIC PLAN

A. EAP Event Representative

The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as:

Primary Contact:

Jonathan Robison / Ted Sampson

Cell Phone:

573 822-8683

573 406 8626

B. Emergency Notification

1. In the event of an emergency, notification of the emergency will be through 911. The caller should have the following information available to give to the 911 dispatcher: nature of the emergency, location and contact person with callback number.

2. Will on-sight EMS be provided?

☐ Yes ☒ No

If yes, contact name and phone _____

3. Will on-site security be provided?

☐ Yes ☒ No

If yes, contact name and phone _____

C. Severe Weather

1. Weather forecasts and current conditions will be monitored throughout the entirety of the event.
2. Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.
3. During the event – If severe weather occurs during the event, the EAP event representative or his/her designee will make the notification to those attending the event that a hazardous weather condition exists and direct them to shelter.
4. There are limited provisions for sheltering participants in the event of severe weather.

D. Fire

1. Has a specific hazard been identified as an increased risk of fire at this event?

☐ Yes ☒ No

If yes, what has been identified? _____

2. Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.
3. Any food vendors will be inspected when appropriate by the fire code and must meet permitting requirements.
4. Should an incident occur that requires the Fire Department, **CALL 911**. The caller should have the following information available to give the 911 dispatcher: Nature of the emergency, location, and contact person with a callback number.

E. Medical Emergencies

1. As with any event, there is a potential for injury to the participants. The types of injuries are various and include those that are heat-related as well as traumatic injuries
2. Are there limited provisions for on-site Emergency Medical Services at this event?
☒ Yes ☐ No
3. Should an incident occur that requires Emergency Medical Services, contact as indicated to this this resource. The caller will have the following information ready: Nature of emergency, precise location and contact person with callback number
☐ On-site EMS officer or ☒ 911 Dispatch

F. Law Enforcement

1. Has a need for constant Law Enforcement presence been identified at this event?
☐ Yes ☒ No
2. Should an incident occur that requires Law Enforcement, contact as indicated below to request this resource. Have the following information ready: Nature of emergency, precise location and contact person with callback number.
☐ On-site Security or ☒ 911 Dispatch for Law Enforcement

G. Emergency Vehicle Access

1. Access to emergency vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
3. Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks, or public thoroughways.
4. Crowd control will be managed by:
☒ Staff or ☐ On-site Security

V. CONTACT INFORMATION

Primary Contact: Jonathan Robison Cell Phone: 573 822 8683
Secondary Contact: Ted Sampson Cell Phone: 573 406 8626

Dial 911 in case of emergency

VI. EVENT AREA MAP (attach next page)



CITY OF HANNIBAL

Special Event Safety Plan

Questions or Inquiries: Contact Hannibal Fire Department @ 573-221-0657

I. GENERAL

Event Name Down By The River Date of Event 5/19 + 6/16
Location/Address/Facility Name YMCA Pavilion

Expected Number of Attendees: 150

II. PURPOSE

- A. This emergency action plan predetermines actions to take before and during the event in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
- B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.

III. ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police.

IV. BASIC PLAN

A. EAP Event Representative

The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as:

Primary Contact: Ethan Matchett

Cell Phone: 660 888 9014

B. Emergency Notification

1. In the event of an emergency, notification of the emergency will be through 911. The caller should have the following information available to give to the 911 dispatcher: nature of the emergency, location and contact person with callback number.

2. Will on-site EMS be provided?

☐ Yes ☒ No

If yes, contact name and phone _____

3. Will on-site security be provided?

☒ Yes ☐ No

If yes, contact name and phone Marion County Sheriff's Dept.

C. Severe Weather

1. Weather forecasts and current conditions will be monitored throughout the entirety of the event.
2. Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.
3. During the event – If severe weather occurs during the event, the EAP event representative or his/her designee will make the notification to those attending the event that a hazardous weather condition exists and direct them to shelter.
4. There are limited provisions for sheltering participants in the event of severe weather.

D. Fire

1. Has a specific hazard been identified as an increased risk of fire at this event?

☐ Yes ☒ No

If yes, what has been identified? _____

2. Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.
3. Any food vendors will be inspected when appropriate by the fire code and must meet permitting requirements.
4. Should an incident occur that requires the Fire Department, **CALL 911**. The caller should have the following information available to give the 911 dispatcher: Nature of the emergency, location, and contact person with a callback number.

E. Medical Emergencies

1. As with any event, there is a potential for injury to the participants. The types of injuries are various and include those that are heat-related as well as traumatic injuries
2. Are there limited provisions for on-site Emergency Medical Services at this event?
☒ Yes ☐ No
3. Should an incident occur that requires Emergency Medical Services, contact as indicated to this this resource. The caller will have the following information ready: Nature of emergency, precise location and contact person with callback number
☐ On-site EMS officer or ☒ 911 Dispatch

F. Law Enforcement

1. Has a need for constant Law Enforcement presence been identified at this event?
☐ Yes ☒ No - Done so as preventative
2. Should an incident occur that requires Law Enforcement, contact as indicated below to request this resource. Have the following information ready: Nature of emergency, precise location and contact person with callback number.
☒ On-site Security or ☐ 911 Dispatch for Law Enforcement

G. Emergency Vehicle Access

1. Access to emergency vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
3. Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks, or public throughways.
4. Crowd control will be managed by:
☐ Staff or ☒ On-site Security

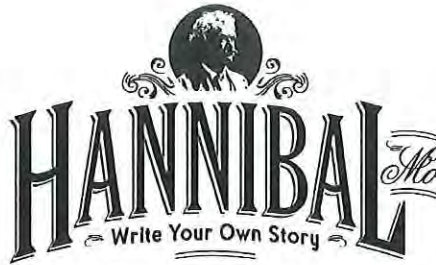
V. CONTACT INFORMATION

Primary Contact: Ethan Madsen Cell Phone: 660 888 9014
Secondary Contact: Jonathan Robison Cell Phone: 573 822 8683

Dial 911 in case of emergency

VI. EVENT AREA MAP (attach next page)

Office of the



City Clerk

City Council Request to Speak
Council Meetings are held First and Third Tuesday of each Month
Deadline is 4:00 P.M. Thursday prior to City Council Meeting

Today's Date: 2-2-23

Date you wish to be placed on Agenda: 2-7-23

Name: Alan Bower

Address: 13394 Old 79

Phone Number: 573-541-8222

Subject Matter: Deputy Clerk workload & City Hall

2-2-23

Date

Al B

Speaker's Signature

Speakers shall be allowed up to a maximum of a (5) minute presentation.
Speakers shall adhere to the above stated subject matter.

**"Deadlines subject to change based on holiday schedule, etc", contact
the Clerk's office for official deadline relating to the specific meeting.
(573)221.0111, ext. 209**

City of Hannibal 320 Broadway, Hannibal, MO 63401
P 573.221.0111 F 573.221.8191
www.hannibal-mo.gov

Office of the



City Clerk

City Council Request to Speak
Council Meetings are held First and Third Tuesday of each Month
Deadline is 4:00 P.M. Thursday prior to City Council Meeting

Today's Date:

1/26/23

Date you wish to be placed on Agenda:

February 7th 2023

Name:

April Azotea

Address:

323 N. Main Street

Phone Number:

217-314-0004

Subject Matter:

Chain of command.

Duties and responsibilities.

Date

Speaker's Signature

Speakers shall be allowed up to a maximum of a (5) minute presentation.
Speakers shall adhere to the above stated subject matter.

**"Deadlines subject to change based on holiday schedule, etc", contact
the Clerk's office for official deadline relating to the specific meeting.**
(573)221.0111, ext. 209

City of Hannibal 320 Broadway, Hannibal, MO 63401
P 573.221.0111 F 573.221.8191
www.hannibal-mo.gov

April Azotea email
Sent from iPhone -

Office of City Clerk

Deadline is



MEMORANDUM

To: Mayor Hark and Members of the Hannibal City Council

From: Lisa Peck, City Manager

Re: Unbudgeted Needs

Date: February 2, 2023

The following is a list of urgent needs that have come to light since the passage of the FY 23 budget:

New boiler system for city hall-estimated at \$30,000 minimum, does not address all City Hall HVAC needs

New flooring for the Building Inspector, Clerk and Collector's offices (currently held together with duct tape in the Building Inspector's office to avoid trip hazard)-obtaining estimates

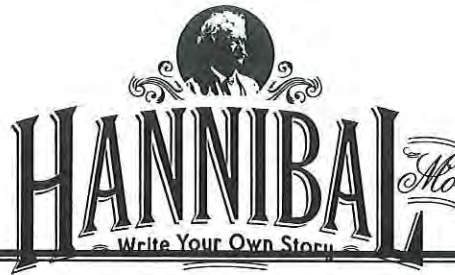
Updated security camera system at Police Department to replace failing equipment-\$30,000 to \$86,000

Security camera for the downtown area-\$16,000 minimum

Police Department fire alarm system-obtaining quotes

Security cameras for City Hall-\$7,500 estimate

This list does not include First Responder vehicles, roof replacement for police department, city hall building envelope and HVAC needs, and additional building repairs at fire stations, police department and city hall.



TO: City Manager, Mayor, and Council
FROM: Melissa Cogdal, Deputy Clerk
DATE: February 1, 2023
RE: Audio and Video Upgrade for Council Chambers

Council directed the City Clerk to research new or upgraded audio and video equipment for the Council chambers.

We have received two proposals ranging from 30,000.00 to 60,000.00 dollars depending on upgrades the Council determines appropriate. TSI Global Companies will be here Monday, February 6, to give an additional proposal, and I anticipate having several choices available for Council by budget planning time.

In the meanwhile we continue to attempt to broadcast using 2013 equipment that simply wasn't designed to do so. We have taken steps to improve quality as much as possible by speaking into the microphones, turning the volume to maximum on Council and speakers microphones, as well as moving the camera into the Chambers more to assist with the volume on our YouTube broadcast.

While I have attempted to improve the broadcast until upgraded or new equipment is installed we have taken all the measures we currently have available.



RESOLUTION NO. 2438-23

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$21,000
ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF
HANNIBAL AND KLINGNER & ASSOCIATES FOR THE REPLACEMENT OF
THE SEALS ON THE DOWNTOWN FLOOD GATES.**

WHEREAS, The seals on all the flood gates downtown are beyond their useful lifespan and need to be replaced and,

WHEREAS, Klingner & Associates has presented the City a \$21,000 Engineering Service Agreement for the design, bidding and construction services for this project, and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL
MISSOURI**

SECTION ONE: That the Mayor is hereby authorized to execute an engineering service agreement between the City of Hannibal and Klingner & Associates for a lump sum not to exceed amount of \$21,000.00 for the replacement of the seals on the downtown flood gates.

SECTION TWO: This Resolution shall become effective immediately upon its adoption and approval.

ADOPTED THIS _____ DAY OF _____, 2023

APPROVED THIS _____ DAY OF _____, 2023

James R. Hark, Mayor

ATTEST: _____
Melissa Cogdal, Deputy City Clerk

January 17, 2023

Mr. Andy Dorian, Central Services Director
City of Hannibal
320 Broadway
Hannibal, MO 63401

RE: Engineering/Architectural Services Agreement
Flood Gate Seal Replacement

Dear Andy:

Enclosed is our engineering/architectural services agreement for the design, bidding, and construction services associated with replacement of the seals on the flood gates at Center Street, Hill Street, Broadway, and South Main Street in Hannibal.

If the agreement is acceptable, please sign and return one copy to our office. If you have any questions, please call. We look forward to working with you on this project.

Very truly yours,

KLINGNER & ASSOCIATES, P.C.

Mark Bross

Mark C. Bross, P.E.

MCBIR:\PREPROJ\HANNIBALCITY\FLOOD GATE SEAL REPLACEMENT ESA 1-17-2023.DOCX

Enclosures: Engineering/Architectural Services Agreement (2 copies)

ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES AGREEMENT

DATE January 17, 20 23
PROJECT TYPE (Office Code) 0404
PROJECT RESPONSIBLE STAFF
Mark C. Bross, PE/Alan D. Lukens, PE

CLIENT City of Hannibal, MissouriPHONE NO. 573-221-0111CONTACT PERSON Andy Dorian

CELL NO. _____

TITLE Central Services DirectorEMAIL: adorian@hannibal-mo.govADDRESS 320 Broadway, Hannibal, MO 63401

PROJECT AND SCOPE OF SERVICES: The Engineer/Architect/Surveyor (E/A/S) (Klingner & Associates, P.C.) agrees to provide to you (the Client) the following consulting, design, advisory, and/or surveying services:

See Attachment I - SCOPE OF SERVICES

FEES AND EXPENSES: Our services will be charged on a Lump Sum basis of Twenty One Thousand Dollars and No/100 (\$21,000.00), plus all "Reimbursable Expenses" as described on the attached Scope of Services.

GENERAL TERMS AND CONDITIONS: Our agreement is subject to the general terms and conditions attached herein. *Our services do not include special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC) unless specifically noted.*

ACCEPTANCE: Acceptance must be made within thirty (30) days from the above date. Once accepted, you acknowledge that you have read, accepted and approved this agreement. You also authorize us to proceed.

E/A/S: KLINGNER & ASSOCIATES, P.C.**CLIENT: HANNIBAL, MISSOURI**By Mark Bross

By _____

Title Hannibal Regional Office Manager

Title _____

Project No. _____

Date _____

Klingner & Associates, PC agrees to provide the following services to the City of Hannibal for replacement of the seals at the flood gates at Center Street, Hill Street, Broadway, and South Main Street:

Scope of Services:

Design:

1. Review existing plan and existing seal information.
2. Site visit to visually evaluate seals, seal connection plates and connection bolts, and to obtain field measurements.
3. Provide detailed plans of each seal type and locations, including seal connection details.
4. Coordination with seal manufactures.
5. Provide technical specifications for the seal.
6. Provide construction documents of seal replacement that are signed and seal by a licensed professional engineer of MO.

Bidding:

1. Advertisement for Bids and solicitation of bids from contractors
2. Answer questions during the bidding period and prepare and issue any necessary addenda.
3. Attend the bid opening and prepare a tabulation of bids
4. Prepare contract documents for the Owner to approve and sign and then distribute them to both the Owner and Contractor. Documents include, Notice of Award, Contract Agreement, Performance/Payment Bonds, Certificate of Insurance, and Notice to Proceed.

Construction Services:

1. Review all shop drawing submittals and distributed approved shop drawings to the Contractor and Owner.
2. Review pay requests and change order requests as submitted from the Contractor for approval. Recommend approval or denial of such requests.
3. Provide periodic inspections for the installation.
4. Document construction through photos and onsite visit reports.

No structural repairs of the gates or concrete abutments are included. No permits are anticipated.

GENERAL TERMS AND CONDITIONS

DEFINITIONS: The term Client shall be herein interpreted as the person, corporation, or public entity to which this contract is made. The term E/A/S is any division of Klingner & Associates, P.C. providing the professional Engineering, Architectural, or Surveying services.

SCOPE OF SERVICES: Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of the E/A/S's services unless separately provided in writing, including but not limited to special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The E/A/S assumes no responsibility to perform or provide any services not specifically listed.

STANDARD OF PRACTICE: Services performed by the E/A/S under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

FIDUCIARY RESPONSIBILITY: The Client confirms that neither the E/A/S nor any of the E/A/S's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the E/A/S or any of the E/A/S's subconsultants or subcontractors as a consequence of the E/A/S's entering into this Agreement with the Client.

CHANGED CONDITIONS: This Agreement is based on conditions actually known by or disclosed to the E/A/S. If other conditions not originally known or disclosed become known or disclosed, the E/A/S may require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service).

INFORMATION PROVIDED BY OTHERS: The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. The E/A/S may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation.

UNAUTHORIZED CHANGES: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the E/A/S without obtaining the E/A/S's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore the Client waives any claim against the E/A/S and releases the E/A/S from any liability arising directly or indirectly from such unapproved changes whether or not known by the E/A/S.

CHANGE ORDERS: The Client agrees not to make any claim directly or indirectly against the E/A/S on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of the E/A/S related thereto.

BETTERMENT: If, due to the E/A/S's negligence, a required item or component of the Project is omitted from the E/A/S's construction documents, the E/A/S shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the E/A/S be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

COMPENSATION METHODS: The "Lump Sum" method includes compensation for the E/A/S's services and services of outside the E/A/S's, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate (revised annually on July 1st) for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside the E/A/S charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time, and outside the E/A/Ss.

PAYMENT: The E/A/S may invoice for its services and expenses monthly, based on the proportion of the actual work completed at the time of invoicing. Payment of invoice is due within fifteen (15) calendar days from the date invoiced. If not paid within thirty (30) calendar days, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. If Client chooses to make payment by credit card, a five percent (5%) fee will be added to the invoice amount. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. If payment request is passed on to a collection agency, the Client agrees to pay the invoice amount and accrued interest, plus the fee of the collection agency. Any claim for payment will be brought in Adams County, Illinois.

RISK ALLOCATION: The E/A/S's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the E/A/S, other than for professional errors, omissions or negligence will be limited to the E/A/S's general liability insurance coverage of \$1,000,000.00.

LIMITATION OF LIABILITY: For any damage on account of professional errors, omissions or negligence will be limited to \$100,000.00 or the fee, whichever is less. In no event shall the E/A/S be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent inconsistent with law.

CONSTRUCTION CONTINGENCY: Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by the E/A/S or in the other professional services performed or furnished by the E/A/S under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies.

DEFECTS IN SERVICE: The Client shall immediately report to the E/A/S any defects or suspected defects in the E/A/S's services of which the Client becomes or should have become aware and allow the E/A/S to take measures to minimize the consequences of such a defect. Failure by the Client to notify the E/A/S shall relieve the E/A/S of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.

ILLINOIS REVISED STATUTES COMPLIANCE: The Consultant and he/she and his/her principals have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes).

TIME OF COMPLETION: The E/A/S will use its best efforts to complete the work by the date indicated in the schedule, but the E/A/S shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by the E/A/S to perform its services in an orderly, professional and efficient manner, the E/A/S shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION: Drawings, tracings, plats, specifications, CADD files, electronic information, and other products produced by the E/A/S may be used in connection with the Client's presently proposed project, but shall otherwise be the E/A/S's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the E/A/S from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with modification, translation, misinterpretation, misuse, or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by the E/A/S under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will govern.

ACCEPTANCE PERIOD: CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. The E/A/S will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

OPINIONS OF PROBABLE COST: In providing opinions of probable cost, the Client understands that the E/A/S has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided herein are to be made on the basis of the E/A/S's qualifications and experience. The E/A/S makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, the E/A/S does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the E/A/S of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the E/A/S will notify the Client and, as appropriate, government officials of them. The E/A/S may without liability or reduction or delay of compensation due suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The E/A/S shall not be considered an "arranger", "operator", "generator", "transporter", "owner," or "responsible party" of or with respect to contaminants, materials, or substances; assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions.

CONSTRUCTION SERVICES: Should the Client provide construction observation or review with either the Client's representatives or a third party, the E/A/S's services under this Agreement will be considered to be completed upon completion and submittal of the Final Design or the services outlined in the Scope of Work. It is understood and agreed that if the E/A/S's Services under this Agreement do not include project observation, or review of the Contractor's performance, or other construction services, and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the E/A/S that may be in any way connected thereto.

AUTHORITY AND RESPONSIBILITY: The E/A/S (1) does not guarantee the actual bids the Client will receive or the work of any Contractor or Subcontractor, (2) has no authority to stop work by any Contractor or Subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on, or about the job site, and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. The E/A/S neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

TERMINATION: This agreement may be terminated by either party on written notice. If terminated by either party (with or without cause), the Client agrees to pay for all services and reimburse all expenses performed or incurred to and including the date written notice of termination is received by either party.

DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the Client and the E/A/S shall be submitted to non-binding mediation. The Client and the E/A/S agree to include a similar mediation agreement with all Contractors, Subcontractors, Sub consultants, Suppliers and Fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

BINDING EFFECT: This is the entire agreement. It may not be amended except in writing. It shall be binding on both the Client and the E/A/S and their legal representatives, executors, administrators, successors and assigns.

INDEMNIFICATION: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the E/A/S, his or her officers, directors, employees, agents and sub consultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the E/A/S's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the E/A/S.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to the Client of employing the "fast track" process (in which some of the E/A/S's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the E/A/S which Client accepts, the Client waives all claims against the E/A/S for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate the E/A/S for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

RIGHT OF ENTRY: Client shall provide for E/A/S's right to enter property owned by Client and/or others in order for E/A/S to fulfill the scope of service for this Project. Client understands that use of exploration equipment may unavoidably cause damage, the correction of which is not the responsibility of E/A/S.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the E/A/S and to defend, indemnify and hold harmless for any claim or liability for injury or loss arising from the E/A/S or other persons encountering utilities or other manmade objects that were not called to the E/A/S's attention or which were not properly located on the plans furnished to the E/A/S. Client further agrees to compensate the E/A/S for any time or expenses incurred by the E/A/S in defense of any such claim, in accordance with the E/A/S's standard hourly per diem fee schedule and expense reimbursement policy.

**Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401**

Ph: 573-221-0154

Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



TO: City Clerk, City Manager, City Council and Mayor

FROM: Andrew Dorian

DATE: 1/20/23

RE: Flood Gate Seal Replacement

The seals on all the flood gates downtown are beyond their useful lifespan and need to be replaced.

Klingner & Associates has presented the City a \$21,000 Engineering Service Agreement for the design, bidding and construction services for this project.

Scope of Services Include:

Design:

1. Review existing plan and existing seal information.
2. Site visit to visually evaluate seals, seal connection plates and connection bolts, and to obtain field measurements.
3. Provide detailed plans of each seal type and locations, including seal connection details.
4. Coordination with seal manufactures.
5. Provide technical specifications for the seal.
6. Provide construction documents of seal replacement that are signed and seal by a licensed professional engineer of MO.

Bidding:

1. Advertisement for Bids and solicitation of bids from contractors
2. Answer questions during the bidding period and prepare and issue any necessary addenda.
3. Attend the bid opening and prepare a tabulation of bids
4. Prepare contract documents for the Owner to approve and sign and then distribute them to both the Owner and Contractor. Documents include, Notice of Award, Contract Agreement, Performance/Payment Bonds, Certificate of Insurance, and Notice to Proceed.

Construction Services:

1. Review all shop drawing submittals and distributed approved shop drawings to the Contractor and Owner.
2. Review pay requests and change order requests as submitted from the Contractor for approval. Recommend approval or denial of such requests.
3. Provide periodic inspections for the installation.
4. Document construction through photos and onsite visit reports.

The Public Works Department recommends that the City Council authorize the Mayor to sign an engineering service agreement with Klingner & Associates for the lump sum not to exceed amount of \$21,000 for design, bidding, and construction services for the Flood Gate Seal Replacement Project.

RESOLUTION NO. 2437-23

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$9,000
BIDDING, CONSTRUCTION ADMINISTRATION AND OBSERVATIONAL
ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF
HANNIBAL AND KLINGNER & ASSOCIATES FOR THE RENOVATIONS OF
THE HUCKLEBERRY TENNIS & PICKLEBALL COURTS.**

WHEREAS, the Park Board has selected the renovation of the Huckleberry Tennis & Pickleball Courts as their major project of the year, and

WHEREAS, the project will entail re-surfacing the current courts, converting the south court to 6 designated pickleball courts, building a new multi-use court for Futsal Soccer and Tennis and adding additional parking spaces, and

WHEREAS, Klingner & Associates submitted a detailed lump sum not to exceed engineering/architectural service agreement totaling \$9,000 for the bidding, construction administration and observational services portion of this project, and

WHEREAS, the Parks Department is scheduled to have this project completed in the Summer of 2023, and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL
MISSOURI**

SECTION ONE: That the Mayor is hereby authorized to execute a bidding, construction administration and observational engineering service agreement between the City of Hannibal and Klingner & Associates for a lump sum not to exceed amount of \$9,000 for the renovations of the Huckleberry Tennis and Pickleball Courts.

SECTION TWO: This Resolution shall become effective immediately upon its adoption and approval.

ADOPTED THIS _____ DAY OF _____, 2023

APPROVED THIS _____ DAY OF _____, 2023

James R. Hark, Mayor

ATTEST: _____
Melissa Cogdal, Deputy City Clerk

January 18, 2023

Mr. Andy Dorian, Central Services Director
City of Hannibal
320 Broadwa
Hannibal, MO 63401

RE: Huckleberry Park Pickleball/Tennis Courts Project
Engineering Services Amendment

Dear Mr. Dorian:

As discussed, the original engineering services agreement for this project was executed on June 21, 2022, and included pavement coring, surveying, and civil/site design engineering. Bidding and construction administration/observation services were not included. As requested, we are offering those services to the City with this letter amendment. We propose amending the existing engineering agreement to include the following:

Additional Scope of Services:

Bidding Services – includes advertisement for bids, distributing plans and specifications, answer questions from bidders during the bidding period, attending the bid opening, preparing the bid tabulation, and preparing the contract documents for execution by the City.

Lump Sum Fee: \$3,500

Construction Administration/Observation Services – includes review shop drawing submittals and providing reviewed copies to the City and Contractor, reviewing and processing Contractor pay applications and change orders (if applicable), limited construction observation to primary construction events such as installing equipment, installing asphalt and surfacing for the tennis/pickleball courts, concrete pours for the parking area, and other miscellaneous items, as well as a final inspection with the City and Contractor to develop a punchlist. Testing for materials is part of the Contractor's scope of work.

Lump Sum Fee: \$5,500

Total Fee: \$9,000 (additional to original contract amount). The total fee after the amendment is \$32,500. Terms and conditions of the original agreement still apply.

If the City agrees to these additional services, please sign and date below:

City of Hannibal, Missouri

Date

As always, if you have any questions, please do not hesitate to contact us.

Mr. Andy Dorian
January 18, 2023
Page 2

Sincerely,

KLINGNER & ASSOCIATES, P.C.

Mark Bross

Mark C. Bross, PE

MCB/R:\22files\221032\01.Admin\02.Agmts\ESA Amendment No 1 - 1-18-2023.docx

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401
Ph: 573-221-0154
Email: adorian@hannibal-mo.gov



TO: City Clerk, City Manager, City Council and Mayor

FROM: Andrew Dorian

DATE: 1/19/23

RE: Huckleberry Tennis & Pickleball Court Engineering Design

The Hannibal Parks and Recreation Department is looking to undertake a major renovation of the Huckleberry Tennis & Pickleball Courts.

We are proposing to re-surface our current courts with asphalt. We are recommending keeping the North 2 Courts Tennis Courts and the South 2 Courts will be converted into 6 designated pickleball courts.

We are looking then to build an additional multi-use court in the place of the old racquetball court. This court will serve as an additional tennis court and also double as a Futsal Soccer Field which allows us to offer a whole new recreational opportunity for leagues, tournaments and hard-court soccer practices.

With this project we will also look to add additional parking spaces.

Depending on the bid amounts, this project may be done in 2 phases.

Klinger and Associates have finished design and we are ready to go out for bid for this project.

Not included in the original engineering services contract was the bidding, construction administration and observational services which are typical in most projects that we do.

The Parks Department requested Klingner provide this additional cost estimate which totaled \$9,000

The Parks Department recommends that the City Council authorize the Mayor to sign an engineering service agreement with Klingner & Associates for the lump sum not to exceed amount of \$9,000 for bidding, construction administration and observational services for the Huckleberry Tennis & Pickleball Court Renovation Project.

RESOLUTION NO. 2439-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$16,679 CHANGE ORDER #1 FOR THE CONSTRUCTION OF A SECTION OF LAKESIDE DRIVE ROAD GOING INTO THE INDUSTRIAL PARK.

WHEREAS, Bleigh Construction submitted Change Order #1 in the amount of \$16,679, and

WHEREAS, the change order was for additional curb & gutter, 12" HDPE Pipe and silt fence, and

WHEREAS, the total contract price goes from \$680,481.78 to \$697,160.78, and

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL MISSOURI

SECTION ONE: That the Mayor is hereby authorized to execute the attached Change Order #1 between the City of Hannibal and Bleigh Construction in the amount of \$16,679 for the construction of a section of Lakeside Drive Road going into the Industrial Park.

SECTION TWO: This Resolution shall become effective immediately upon its adoption and approval.

ADOPTED THIS _____ DAY OF _____, 2023

APPROVED THIS _____ DAY OF _____, 2023

James R. Hark, Mayor

ATTEST: _____
Melissa Cogdal, Deputy City Clerk

**Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401**

Ph: 573-221-0154

Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



TO: City Clerk, City Manager, City Council and Mayor

FROM: Andrew Dorian

DATE: 2/1/2023

RE: Lakeside Drive Change Order #1

The City of Hannibal/Board of Public works was awarded a Governor's Transportation Cost Share Grant for the construction of a road into the Industrial Park. The Grant pays for 84% of the project up to \$835,000. Since this road will be accessing a BPW Electrical Facility, the Board has agreed to pay for the match.

This project has been completed and we are working on the final payment and closing documents. Due to some over runs on the project, there was one Change Order that was submitted.

That Change Order includes;

- \$1,764 for curb & gutter type B
- \$13,500 for 12" HDPE Pipe
- \$1,415 for silt fence

Original Contract Price, \$680,481.78

Total Change Order #1, \$16,679

Revised Contract Price, 697,160.78

The Department of Public Works and Board of Public Works recommends approval of Change Order #1 from Bleigh Construction in the amount of \$16,679 for the Lakeside Industrial Road Project.



January 30, 2023

Klingner & Associates, PC.
4510 Paris Gravel Road
Hannibal, MO 63401

RE: Lakeside Drive Extension
BCC #22-009
Final Quantities

Mark,

We have final quantity over runs as follows:

Description	Unit	Quantity	Unit Price	Total
Curb & Gutter Type B	LF	60.00	29.40	1,764.00
12" HDPE Pipe	LF	180.00	75.00	13,500.00
Silt Fence	LF	500.00	2.83	1,415.00
				16,679.00

The Silt Fence doesn't have a contract unit price, but I had 600' of it for our erosion control at \$1,700.00 lump sum. So, figuring $\$1,700.00 / 600\text{LF} = \$2.83/\text{LF}$.

Please let me know if you have any questions.

Thanks,

Steve Ward

PO BOX 957 Hannibal, MO 63401 • 573-221-2247 • bleighconstruction.com



Change Order No. 1

Date of Issuance: 2/1/2023 Effective Date: 2/1/2023
Owner: City of Hannibal, MO Owner's Contract No.:
Contractor: Contractor's Project No.:
Engineer: Klingner & Associates, P.C. Engineer's Project No.: 21-1069.000
Project: GOVSC05 - Lakeside Drive Extension Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:
Additional 60' of curb and gutter Type B at end of project (quantity final adjustment); Additional 180' of 12 HDPE pipe to extend pipe out across the field to the west to avoid a ditch that the farmer could not navigate around and would cut off part of the agricultural field; approximately 500 LF of silt fence, which was not in the plan quantities.

Attachments: See attached letter from Bleigh Construction dated 1/30/2023

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 681,481.78	Original Contract Times: Substantial Completion: 180 Ready for Final Payment: 210 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ 0	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$ 680,481.78	Contract Times prior to this Change Order: Substantial Completion: 180 Ready for Final Payment: 210 days or dates
[Increase] [Decrease] of this Change Order: \$ 16,679.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days or dates
Contract Price Incorporating this Change Order: \$ 697,160.78	Contract Times with all approved Change Orders: Substantial Completion: 180 Ready for Final Payment: 210 days or dates

RECOMMENDED:		ACCEPTED:		<small>TED</small> <small>Daily signed by Steve Ward</small> <small>Date: 2023.01.30 11:31:13</small> <small>-0009</small>	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: _____	Title: _____	Title: _____	Title: <u>Project Manager / Estimator</u>	Title: _____
Date: <u>2/1/23</u>	Date: _____	Date: _____	Date: _____	Date: <u>1/30/23</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Change Order No. 1

Date of Issuance: 2/1/2023 Effective Date: 2/1/2023
Owner: City of Hannibal, MO Owner's Contract No.:
Contractor: Contractor's Project No.:
Engineer: Klingner & Associates, P.C. Engineer's Project No.: 21-1069.000
Project: GOVSC05 - Lakeside Drive Extension Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional 60' of curb and gutter Type B at end of project (quantity final adjustment); Additional 180' of 12 HDPE pipe to extend pipe out across the field to the west to avoid a ditch that the farmer could not navigate around and would cut off part of the agricultural field; approximately 500 LF of silt fence, which was not in the plan quantities.

Attachments: See attached letter from Bleigh Construction dated 1/30/2023

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 681,481.78	Original Contract Times: Substantial Completion: 180 Ready for Final Payment: 210 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ 0	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for Final Payment: 0 days
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Contract Price incorporating this Change Order: \$ 697,160.78	Contract Times with all approved Change Orders: Substantial Completion: 180 Ready for Final Payment: 210 days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Manager / Estimator</u>	
Date: <u>2/1/23</u>	Date: _____	Date: <u>1/30/23</u>	

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

RESOLUTION NO. 2440-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR
TO EXECUTE A CONTRACT OF OBLIGATION BETWEEN THE CITY AND
THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE
REQUIREMENTS OF THE POST-CLOSURE OF A SOLID WASTE DISPOSAL
AREA IN THE AMOUNT OF \$219,769**

WHEREAS, the City of Hannibal wishes to proceed with the requirements as set forth in the attached contract of obligation with the Missouri Department of Natural Resources (MoDNR) for solid waste disposal area, and

WHEREAS, the MoDNR requires a contract of obligation to satisfy the post closure requirements to update the Financial Assurance Instrument for Hannibal Sanitary Landfill, Permit Number 17303, Ralls County.

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL,
MISSOURI:**

SECTION ONE: The Mayor of the City of Hannibal is hereby authorized to execute the attached Contract of Obligation with the Missouri Department of Natural Resources (MoDNR) on behalf of the City of Hannibal, in the amount of \$219,769.

SECTION TWO: This Resolution shall become effective immediately upon its adoption and approval.

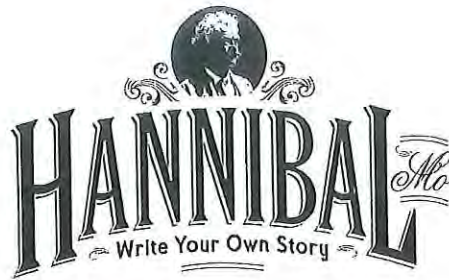
ADOPTED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

James R Hark, Mayor

ATTEST:

Melissa Cogdal, Deputy City Clerk



MEMORANDUM

TO: Mayor Hark and Members of the City Council

FROM: Andy Dorian, Director of Central Services

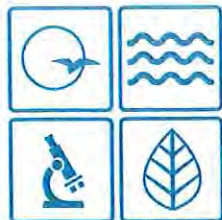
DATE: February 2, 2023

SUBJECT: Contract of Obligation for the Landfill

The Contract of Obligation is required by the Missouri Department of Natural Resources as an assurance that the City will maintain the Landfill. This contract authorizes the Director of the Department of Revenue and the State Treasurer to withhold \$219,769 from any funds that the state will disburse to the City if the city fails to properly provide post-closure care to the landfill.

Resolution to follow.

Andy Dorian



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Michael L. Parson
Governor

Dru Buntin
Director

January 13, 2023

Bianca Quinn
Director of Finance
City of Hannibal
320 Broadway
Hannibal, Missouri 63401

RE: Update of Financial Assurance Instrument for Hannibal Sanitary Landfill, Permit
Number 17303, Ralls County

Dear Bianca Quinn:

The Missouri Department of Natural Resources' Waste Management Program (WMP) has reviewed the Financial Assurance Instrument (FAI) for the above-referenced landfill. FAI's are required to be updated for inflation annually per 10 CSR 80-2.030; our records indicate your update for inflation in 2022 is now due. Please complete this update within 30 days of the date of this letter.

Basic Information:

Annual Post Closure Amount (based on 2021 dollars)	\$18,646
Year Officially Closed	1998
Number of Post Closure Years	30

Inflation Update (Gross Domestic Product impact)*

IPD based on 2022 Q3	128.269
IPD based on 2021 Q3	119.712
IPD	1.0715

* IPD data collected from Bureau of Economic Analysis on November 30, 2022.



Years of Post Closure

(1998 year of official closure + 30 years of post-closure required) =
2028 last year of post closure

(2028 last year of post closure - 2022 current year ⁽¹⁾ + 5 year "buffer" ⁽²⁾) =
11 years of post-closure remaining

⁽¹⁾ Based on the year of the IPD used

⁽²⁾ See 10 CSR 80-2.030(4)(F)2.

FAI requirement Calculation:

(128.269/119.712) x \$18,646 (2021 post closure annual cost) =
\$19,979 (2022 post-closure annual cost)

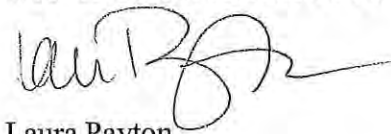
11 years of post-closure remaining x \$ 19,979 (2016 post-closure annual cost) =
\$219,769 New FAI Requirement

If you have any questions or need information identifying your alternatives, please contact
Laura Payton of the WMP at 573-751-6971, P.O. Box 176, Jefferson City, MO 65102-0176, or
via email at laura.payton@dnr.mo.gov.

Thank you for your efforts in protecting Missouri's natural resources.

Sincerely,

WASTE MANAGEMENT PROGRAM



Laura Payton
Senior Program Specialist

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401

Ph: 573-221-0154

Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



TO: City Clerk, City Manager, City Council and Mayor

FROM: Andrew Dorian

DATE: 2/2/2023

RE: Surplus of Equipment

The Hannibal Street Department would like to declare surplus one piece of equipment.

1. 2002 Ford F250 4x4 Truck #19

We will sell this truck utilizing the sealed bid process.



CITY OF HANNIBAL

DEPARTMENT OF PUBLIC WORKS

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: CANDY GOLIAN, MANAGEMENT ASSISTANT
SUBJECT: VACATION PORTION OF PERSHING STREET
DATE: JANUARY 31, 2023

An application has been received from Immanuel Baptist Church to vacate a portion of Pershing Street. The portion is located North of Immanuel Baptist Church, South of U.S. 36 and East of Econo Lodge.

The Planning and Zoning Commission held their public hearing on Thursday, January 19, 2023, at 4:00 P.M. The Department of Public Works is requesting Council to set their public hearing date for Tuesday, March 7, 2023 at 6:15 P.M.



Hannibal Police Department

Jacob Nacke, Chief of Police

777 Broadway, P O Box 793
Hannibal, MO 63401

Chief's Office (573) 221-7111
Police Department (573) 221-0987
Department Fax (573) 221-3966
Confidential Fax (573) 406-1535
E-mail chief@hannibalpd.com

02/02/2023

To: Mayor, City Manager, and Council Members

Subject: Local Law Enforcement Block Grant

The Hannibal Police Department applied for a grant through the Office of Justice Programs, U.S. Department of Justice's JAG Formula Grant Program administered by the Missouri Department of Public Safety, Office of the Director. The Hannibal Police Department was awarded \$9,745.40 for the purchase of four new high threat rated ballistic vests for members of our Special Response Team (SRT). This is a 100% funded grant with no match required for the City of Hannibal.

These vests will replace older vests which are past their rated expectancy. The new vests will be lighter, and will allow for greater ease of movement for the officer while providing ballistic protection against rifle rounds. The old vests are extremely heavy and cumbersome, causing fatigue and decreased range of movement which can be a safety concern.

I am asking for the council approval to authorize the Mayor to execute the subsequent acceptance documents. A copy of the grant application and subaward agreement are attached for your information.

Jacob Nacke
Chief of Police

****Due to the size of this agenda, the attachments for the Local Law Enforcement Block Grant application are in a separate link****

"Evil is powerless if the good are unafraid." – President Ronald Reagan

MEMO
Proposal to Promote Accountability and Transparency with
Monthly City Manager's Report

TO: Hannibal City Council

We, as members of City Council, work for the public who elects us. In our opinion, the public would be better able to offer feedback on our performance if they received a monthly update on the happenings in Hannibal's Government. As such, we propose to amend the ordinances to create a monthly City Manager's report as a part of the City Council agenda.

Such reports are commonplace in other governments and even in Hannibal at the Hannibal Board of Public Works and Hannibal Regional Economic Development Council. As both current and former Board Members of those organizations we benefited greatly from monthly reports.

The current meeting agenda ordinance appropriately shines light on contracts, ordinances, appointments, etc., whereas updates on long term projects and normal day to day operations are unfortunately left in the dark.

We feel this ordinance will increase transparency by exposing both Council and the Public to all of the good work that goes on behind the scenes to keep Hannibal running. Additionally, it will increase Council's opportunity to offer oversight of the Manager and the public's ability to hold Council accountable.

Please support our efforts to better serve the public through a Monthly City Manager's Report.

Specific ordinance verbiage can be found on the following page.

FROM:

Charles Phillips, Councilperson for Hannibal's 4th Ward

Stephan Franke, Councilperson for Hannibal's 3rd Ward

Sec. 2-172. - Order of business; call to order.

At the hour appointed for the meeting, the clerk or someone appointed to serve in **their** absence shall proceed to call the roll of members, marking the absentees, and announce whether a quorum is present. Upon the appearance of the quorum, the council shall be called to order by the mayor, if present. If the mayor is absent, the meeting shall be called to order by the mayor pro tempore. If both are absent, the council shall elect a temporary chairman. The council may then proceed to do the business before it. The order of business shall be as follows:

- (1) Roll Call.
- (2) Call to Order.
- (3) Invocation.
- (4) **City Manager's Report.***
- (5) Financial Reports.
- (6) Mayoral appointments, council approvals thereof, and resignations.
- (7) Miscellaneous business.
- (8) Resolutions and ordinances.
- (9) Adjournment.

* the report shall occur at least once a month at the same regularly scheduled City Council Meeting of the Manager's choice. Failure to provide such a report will result in an automatic loss of half a vacation day for the Manager. Updating which meeting the Manager wishes to offer their Report at can be done so with the majority vote of Council in the open session of a regularly scheduled Council Meeting,

BILL NO. 23-004

ORDINANCE NO. 4922

FIRST READING 02.07.2023

SECOND READING _____

AN ORDINANCE REVISING CHAPTER 2 - ADMINISTRATION, ARTICLE IV. – OFFICERS AND EMPLOYEES BY CREATING A NEW DIVISION 3, COMPLAINT PROCESS; OF THE REVISED ORDINANCES OF THE CITY OF HANNIBAL TO CLARIFY THE PROCESS FOR COMPLAINTS REGARDING OFFICERS OF THE CITY

Be it Ordained by the City Council of the City of Hannibal:

Section 1. WHEREAS, the City Council has determined that it is in the best interest of the Citizens of Hannibal to provide a clear process for reporting alleged wrongdoing or impropriety by certain officers of the City of Hannibal;

AND WHEREAS, the council has reviewed the matter and wishes to establish certain policies and procedures to accomplish this goal.

NOW THEREFORE, the City Council orders as follows:

Section 2. That Chapter 2 - Administration, Article IV. – Officers and Employees is hereby amended to include the following New, Division 3 – Complaint process regarding certain officers of the City.

Section 2-240. Complaints

1. The City Manager is hereby authorized to create a form for filing complaints regarding any alleged improper actions by any officer of the City. Such complaint forms shall be held in the office of the City Clerk and shall be made available upon request to the public. Such complaint forms shall also be generally available to any City Employee without the requirement that they retrieve such a form from the City Clerk or City Manager's office. The form shall also be made available on the City's Website.
2. Complaints regarding the City Clerk by either the public or by employees of the City of Hannibal shall be delivered to the City Manager.
3. Complaints regarding the City Manager by either the public or by employees of the City of Hannibal shall be delivered to the City Clerk.
4. Complaints regarding any other officer of the City by the public or by employees of the City of Hannibal shall be delivered to the City Manager.

Section 2-241. Investigation. Any complaint form received regarding an officer of the City shall be forwarded by the receiving party to the entire council within ten (10) days of receipt. It shall thereafter be the duty of the Council to investigate the matter in such manner as they deem appropriate, including designating a person or persons to investigate, hiring outside investigators, or taking such other action as they deem necessary.

1. Investigation regarding alleged impropriety of the City Clerk shall be the responsibility of the Council.
2. Investigation regarding alleged impropriety of the City Manager, Mayor or council shall be the responsibility of the Council.
3. Investigation regarding alleged impropriety of any officer who is supervised by the City Manager, either directly or in their chain of command shall be the responsibility of the City Manager.

Section 3. It hereby is declared to be the intention of the City Council that each and every part, portion and sub-portion of this Ordinance shall be separate and severable from each and every other part, portion or sub-portion hereof and that the City Council intends to adopt each said part, portion or sub-portion separately and independently of any other part, portion or sub-portion. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, portions and sub-portions shall be and remain in full force and effect.

Section 4. All ordinances and parts of ordinances in conflict with this ordinance, in so far as they conflict, are hereby repealed.

Section 5. That this Ordinance shall be in full force and effect from and after its passage and approval.

Adopted _____

Approved _____

JAMES HARK, Mayor

(Seal)

Attest: _____, City Clerk