

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

CITY OF HANNIBAL

OFFICIAL PUBLIC HEARING

**Tuesday, March 7, 2023
6:15 p.m.
Council Chambers**

CALL TO ORDER

**MIKE MURPHY – BUILDING INSPECTOR
Re: Vacating a portion of Pershing Street**

PUBLIC COMMENTS

ADJOURNMENT

City of Hannibal
OFFICIAL COUNCIL AGENDA

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

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ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

Regularly Scheduled Council Meeting – February 21, 2023

Closed Session Minutes - December 6, 2022

Closed Session Minutes - December 20, 2023

Closed Session Minutes - January 17, 2023.

APPROVAL OF PAYROLL AND CLAIMS

Second Half- February 2023

GORDON IPSON – ARTS & CRAFTS & MORE FESTIVAL

Re: Request, Street Closures

Friday, June 30, 2023, 7:00 p.m. until Tuesday, July 4, 2023, 6:00 p.m.

TRISHA O'CHELTREE – TWAIN ON MAIN

Re: Request, Street Closures, Use of City Dumpster, Closure of City Parking Lot.

Friday, May 26, 2023, 4:00 p.m. until Sunday, May 28, 2023 5:00 p.m.

MARGEE TUCKER – HANNIBAL NUTRITION CENTER

Re: Annual Report and Funding Request

(Resolution No. 2447-23, to follow)

JIM VANHOOSE – 1009 SIERRA

Re: Council Public Displays of Animosity, Council & City Employees failure to Respond to Public Inquires.

APRIL AZOTEA – HANNIBAL MO.

Re: Questions for City Council

JAMES R. HARK – MAYOR

Re: Approval of Appointments

Affirmative Action Committee

- **Candy Weems – appointment for a term to expire March 2026**
- **Faye Dant– appointment for a term to expire March 2026**

Re: Recommendation of Appointment

Affirmative Action Committee

- **Corey King – appointment for a term to expire March 2026**

Re: PROCLAMATION AMERICORPS WEEK 2023

March 12-18, 2023, as AmeriCorps Week 2023

MIKE MURPHY – BUILDING INSPECTOR

Re: Request, Cancellation of Public Hearing

- **Section 32-660 Code Amendment**
Tuesday, March 21, 2023 – 6:00 p.m.

Re: Request, Cancellation of Public Hearing

- **Section 4-110 Code Amendment**
Tuesday, March 21, 2023 – 6:15 p.m.

Re: Pershing Street Vacation

Request to Vacate Property

(Bill No. 23-005, to follow)

ANDY DORIAN – DIRECTOR OF CENTRAL SERVICES

Re: Huckleberry Tennis & Pickleball Court Renovation Bid Award

(Resolution No. 2446-23, to follow)

Re: Engineering/Architectural Service Agreement

Nature Pavilion at Sodalis Nature Preserve

(Resolution No. 2443-23, to follow)

Re: Mechanic Hanger Lease

(Resolution No. 2444-23, to follow)

Re: 2003 F 250 Truck Sale

Steve Williams High Bid - \$3,805.00

CHARLES PHILLIPS – 4TH WARD COUNCIL MEMBER

STEPHEN FRANKE – 3RD WARD COUNCIL MEMBER

Re: City Managers Report

BILL NO. 23-005

**AN ORDINANCE OF THE CITY OF HANNIBAL VACATING A
TRACT OF LAND KNOWN AS PERSHING STREET, WHICH IS
PART OF SHEPHERD PLACE EXTENDED, CITY OF HANNIBAL,
MARION COUNTY, MISSOURI**

First Reading

RESOLUTION NO. 2443-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$9,000 ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND KLINGNER & ASSOCIATES FOR THE BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES PORTION OF THE PROJECT TO CONSTRUCT A NEW SHELTER AT THE SODALIS NATURE PRESERVE.

RESOLUTION NO. 2444-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR LEASE AGREEMENT EXTENSION BETWEEN THE CITY OF HANNIBAL AND LEAR FIELD AVIATION, LLC FOR THE USE OF THE MECHANIC'S HANGAR (HANGAR A) AT THE HANNIBAL REGIONAL AIRPORT.

RESOLUTION NO. 2446-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HANNIBAL AND BYRNE & JONES IN THE AMOUNT OF \$334,900 FOR THE RENOVATION OF THE HUCKLEBERRY PARK TENNIS AND PICKLEBALL COURTS.

RESOLUTION NO. 2447-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE A ONE-YEAR SERVICE AGREEMENT
BETWEEN THE CITY AND THE HANNIBAL NUTRITION CENTER
IN THE AMOUNT OF \$18,357 FOR SENIOR MEALS AND RELATED
SERVICES**

CLOSED SESSION

In Accordance with RSMo. 610.021 (1) and (2)

ADJOURNMENT



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: Feb. 21, 2023 Date you wish to be placed on Agenda: March 7, 2023
Your Organization: Evening Kiwanis Club Special Event: Arts & Crafts & More Festival
Date(s) of Event: July 1-4, 2023 Requested Times (from-to): 7AM June 30 - 6PM July 4, 2023
Description of Activity: Arts and crafts booths, food vendors as part of
Tom Sawyer Days.

Primary Contact Person(s): Gordon Ipson Home Phone: 573-231-0205
Work Phone: Cell Phone: 573-822-6248 E-mail: gordonipson@yahoo.com
Assistance Needed (location, etc.): Closure of Central Park and Fourth Street
between Broadway and Center Streets

DEPARTMENTAL COMMENTS

Police: I don't believe this will require any additional Dept. Cost: 0
police resources. -Lieutenant Jason Locke

Fire: No issue with this event. Dept. Cost: 0
-Ryan Neisen

Public Works: N/A Dept. Cost: 0
N/A

Building Inspector: I have no comment. Dept. Cost: 0
-Mike Murphy

Parks: Parks has no objections.

Dept. Cost: Ø

- Andy Dorian

Street: Streets has no objections.

Dept. Cost: Ø

- Andy Dorian

Tourism: Always happy for this popular event!

Dept. Cost: Ø

- Megan Rapp

Administration: All documents have been submitted. No objections.

Dept. Cost: Ø

- Clerk's Office

STAFF RECOMMENDS: Gordon Ipsen, of Hannibal Evening Kiwanis Club, rented Central Park/Bandstand for July 1st-4th of July annual arts & craft show.
- Candy Golian
02.22.2023.



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.

Gordon Ipson
By

Co-chair, Arts & Crafts Festival

Title

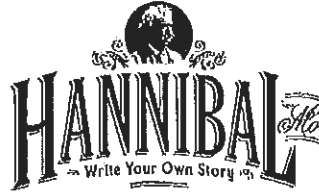
Feb. 21, 2023

Date

	ACTIVITY	PROCESS
<input checked="" 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 type="checkbox"/>	Alcohol	1. Review the City of Hannibal, <u>Municipal Code Chapter 3 Alcoholic Beverages</u> . 2. Approval is needed from the City of Hannibal
<input checked="" 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 Arts & Crafts & More Festival Date of Event July 1-4, 2023
Location/Address/Facility Name Central Park and Fourth Street be-
tween Broadway and Center Streets
Expected Number of Attendees: 10,000 (Estimate)

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: Gordon Ipson

Cell Phone: 573-822-6248

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 Gordon Ipson, 573-822-6248

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

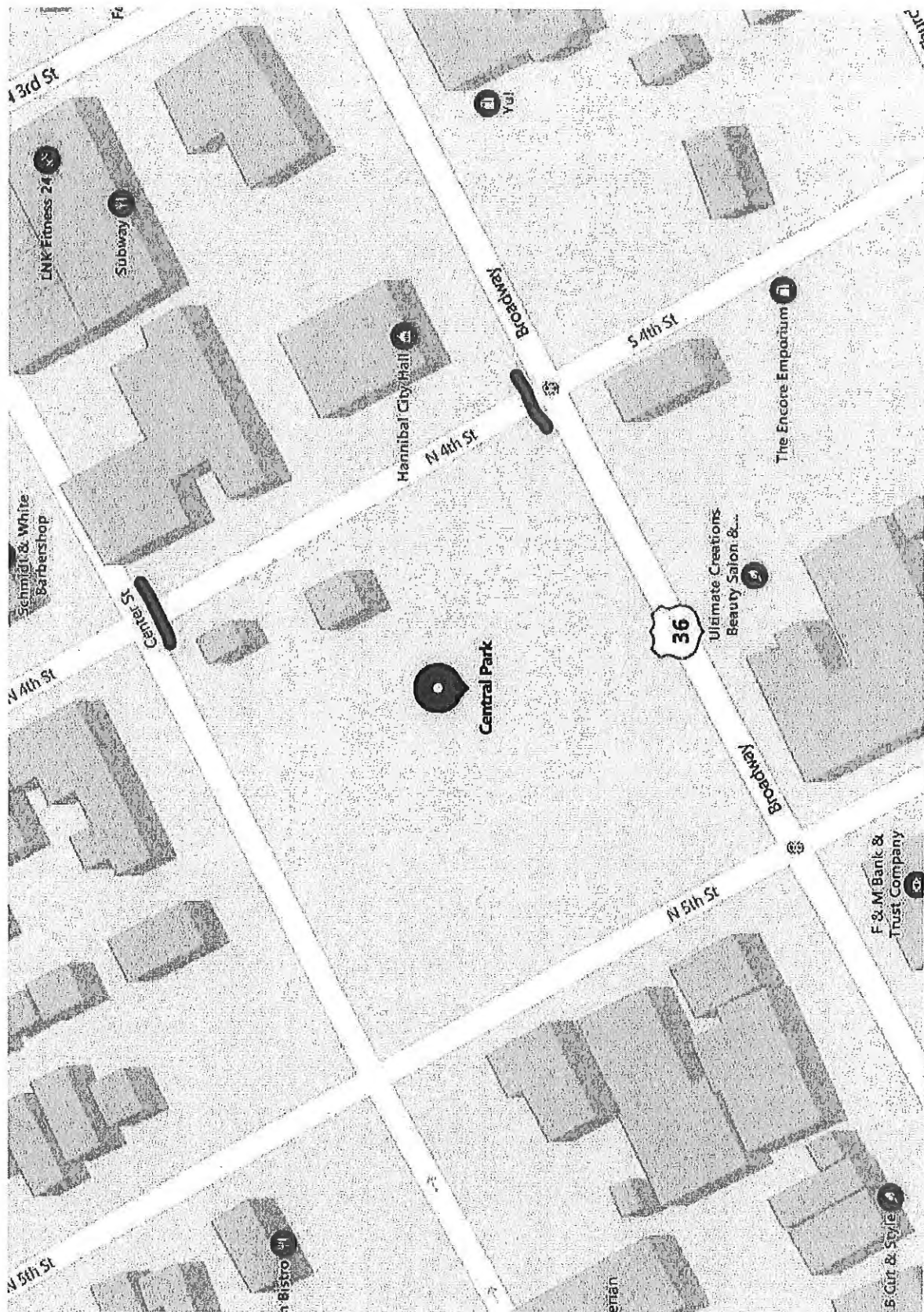
1. Access to emergency vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
3. Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks, or public thoroughways.
4. Crowd control will be managed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

V. CONTACT INFORMATION

Primary Contact: Gordon Ipson Cell Phone: 573-822-6248
Secondary Contact: Mark Neil Cell Phone: 573-822-9470

Dial 911 in case of emergency

VI. EVENT AREA MAP (attach next page)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson	
	PHONE (A/C, No, Ext): 317-817-5172	FAX (A/C, No): 317-817-5151
	E-MAIL ADDRESS: kiwaniscert@hylant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
INSURED KIWANIS Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 288447867**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		013136005	11/1/2022	11/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			013136005	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2022	11/1/2023	All Claims \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term).

June 30th, 2023 - July 5th, 2023 or any future date(s) during the policy term.

Samuel L. Clemens Arts and Crafts & More Festival

Located @ Central Park, 4th and Broadway, Hannibal, MO 63401

Kiwanis Club of Hannibal Foundation

CERTIFICATE HOLDER**CANCELLATION**

City of Hannibal, Missouri Attn: Debbie 320 Broadway Hannibal MO 63401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>

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ENDORSEMENT

This endorsement, effective **12:01 AM 11/01/2019**

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Hannibal, Missouri
320 Broadway
Hannibal,, MO 63401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

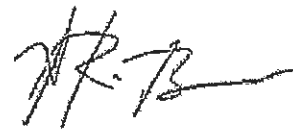
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative



SPECIAL EVENT APPLICATION

Today's Date: 2/5/23 Date you wish to be placed on Agenda: 3/7/23

Your Organization: HHMC Special Event: Twain On Main

Date(s) of Event: pm 5/26 - 5/28/23 Requested Times (from - to) 5:26 4pm to 5/28 5pm

Description of Activity: TOM is outdoor arts/crafts, food & entertainment festival. We ask that Main St. be closed from North Street to Broadway starting that Friday at 4pm & remain until Sunday @ 5pm. Also request parking lot at Bird & Main.

Primary Contact Person(s): Trisha O'Connell Home Phone: _____

Work Phone: 221-1818 ext 204 Cell Phone: 603-734-1938 E-mail: trishaoconnell@gmail.com

Assistance Needed (location, etc.): Dumpster (30 yard) free to use & placed corner of alley & sidewalk. Have guidance from Mark Twain District for public to the handicap parking lot which will be between Dutch Country & La Azteca for the entire weekend. Baricades & no parking enforcement. Public restrooms opened for the weekend, & picnic tables to borrow from Parks Dept.

DEPARTMENTAL COMMENTS:

Police: It does not appear any additional police involvement will be required. Dept. Cost 0
-Lieutenant Jason Locke

Fire: No issue with this event. Dept. Cost 0
-Ryan Neisen

Public Works: N/A Dept. Cost 0
N/A

Building Inspector: I have no comment. Dept. Cost 0
-Mike Murphy

Parks: Parks has no objections. Dept. Cost 0
-Will provide as many extra picnic tables as we can share
-Trailhead restrooms will be open all weekend -Andy Dorian

Street: Streets has no objections. Dept. Cost 0
-Will provide dumpster if approved by Council
-Will install barricades/bollards as approved by Council -Andy Dorian

Tourism: We are very happy to have Twain on Main return & recognized with a grant for entertainment Dept. Cost 0
from the State of Missouri. - Megan Rapp

Administration: All documents have been submitted. Dept. Cost 0
-Clerk's Office

STAFF RECOMMENDS: _____

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



REVISED 2/27: HHMC STREET CLOSURE DESCRIPTION AND ASSISTANCE FOR TWAIN ON MAIN

TOM IS AN OUTDOOR ARTS/CRAFTS, FOOD AND ENTERTAINMENT FESTIVAL. WE ARE ASKING THAT MAIN ST. BE CLOSED FROM NORTH STREET TO BROADWAY STARTING FRIDAY 5/26 AT 4PM AND REMAIN CLOSED UNTIL THAT SUNDAY 5/28 UNTIL 5PM. WE ARE ALSO REQUESTING THE PARKING LOT AT BIRD AND MAIN.

WE ARE REQUESTING THE 30 YARD DUMPSTER TO USE FREE OF COST AND PLACED ON CENTER STREET IN THE BLOCK BETWEEN THE ALLEY AND THE FLOODWALL NEXT TO THE SIDEWALK ALONG THE HNB PARKING LOTSIDE (ALMOST ACROSS FROM STEVE TERRY'S DUMPSTER). WE REQUEST GUIDANCE FROM THE MARK TWAIN DINETTE FOR THE PUBLIC TO ACCESS THE HANDICAP PARKING LOT WHICH WILL BE BETWEEN DUTCH COUNTRY GENERAL STORE AND LA AZOTEA FOR THE ENTIRE WEEKEND. WE WILL NEED BARICADES AND NO PARKING ENFORCEMENT AS WELL. WE REQUEST FOR THE PUBLIC RESTROOMS TO BE OPEN FOR USE THE ENTIRE WEEKEND AND TO BORROW PICNIC TABLES FROM THE PARKS DEPARTMENT.

HISTORIC HANNIBAL MARKETING COUNCIL

March 1, 2023

Mayor and City Council
City of Hannibal
City Hall
Hannibal, MO

The Historic Hannibal Marketing Council (HHMC) would like to request the use of the following city streets and parking lots for the annual Twain on Main event for Friday, May 26, Saturday, May 27 and Sunday May 28, 2023 (Memorial Day Weekend).

This event has become quite successful and planning of this festival begins as soon as one ends. For this reason, the Historic Hannibal Marketing Council would like to secure future dates and request the same street closure and parking lots for the next two years: May 24, 25, 26, 2024 and May 23, 24, 25, 2025 (Memorial Day Weekends).

The City property requested includes:

- a) North Main Street from Broadway to North Street. We will leave the north end of Main open for access to the Mark Twain Foundation's Interpretive Center parking lot.
- b) Cross streets Center and Bird from North Main to the alley east & west, and Hill Street to the alley.
- c) The municipal parking lot at the northeast corner of North Main and Bird streets and the parking lot in the 300 block of North Main where the Planter Hotel formerly stood (next to LaAzotea). The above is the same city property used annually since 2014. We plan to use the parking lot next to LaAzotea as Disabled parking only.
- d) We would like to request permission to have beer and wine at the wine garden which is planned to be located in the parking lot at Center & Main.
- e) We would also like to request "Open Consumption" of alcohol Saturday and Sunday of Memorial weekend in the downtown area within the parameters outlined above.
- f) Note: As in the past several years we have hired a group (Southfork Regulators), to do old western skits using guns. This has not been a problem in the past and we do not anticipate any problems in the future but wanted to make you aware. Their performance times will be listed on the schedule. The most up to date schedule will be posted on www.twainonmain.com.

HISTORIC HANNIBAL MARKETING COUNCIL

- g) The Twain on Main event has been well received by our vendors, hometown merchants and the general public. We are asking council permission for this event.
- h) We are requesting bollards be installed by 4:00 on Friday May 27 at Main and side streets by the alley leaving Main & North Street and Main & Broadway open until 9:00 am Saturday morning but provide (2- 1 at each end) temporary road closed barricades at each end. This allows our vendors a one-way direction through to set up and exit at Broadway. We also would like to request that the side streets on the west side of Main Street at Center and Bird be the first streets to close and install the bollards. In the past we have had multiple cars enter Main Street after the 4:00 pm street closure through these streets.
- i) We request the bollards be removed at 5:00 Sunday May 29 so that our vendors can leave.

We greatly appreciate the City of Hannibal, Law Enforcement, Mayor and City Councilmen for their continued support for this festival. It benefits all of us and allows us an opportunity to show off our beautiful town.

Sincerely,

Trisha O'Cheltree
HHMC Event Manager
(636) 734-1938

&

Katy Welch, Chairperson
2023 Twain on Main Festival

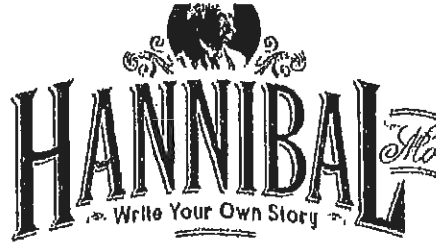
(573) 719-0252

****Certificate of Insurance, should be on file

ACTIVITY	PROCESS
<input checked="" 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	1. Review the City of Hannibal, <u>Municipal Code Chapter 3 Alcoholic Beverages</u> . 2. Approval is needed from the City of Hannibal
<input checked="" 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 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**



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.

Josha Cheltree

By

Event Manager-HHMC

Title

2/5/23

Date



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name Twain On Main Date of Event 5/26/23 - 5/28/23
Location/Address/Facility Name Historic Downtown Hannibal
- Main Street -
Expected Number of Attendees: 10,000 + (for entire weekend)

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: Katy Welch / Trisha Ocheltree

Cell Phone: 573-719-0252 / 636-734-1938

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 Kari Garrett 573-281-5510 ext 101 (put it on their calendar)
3. Will on-site security be provided?
☒ Yes ☐ No
If yes, contact name and phone Jared Crawford 573-484-6937

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 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: Katy Welch
Secondary Contact: Trisha Ornefree

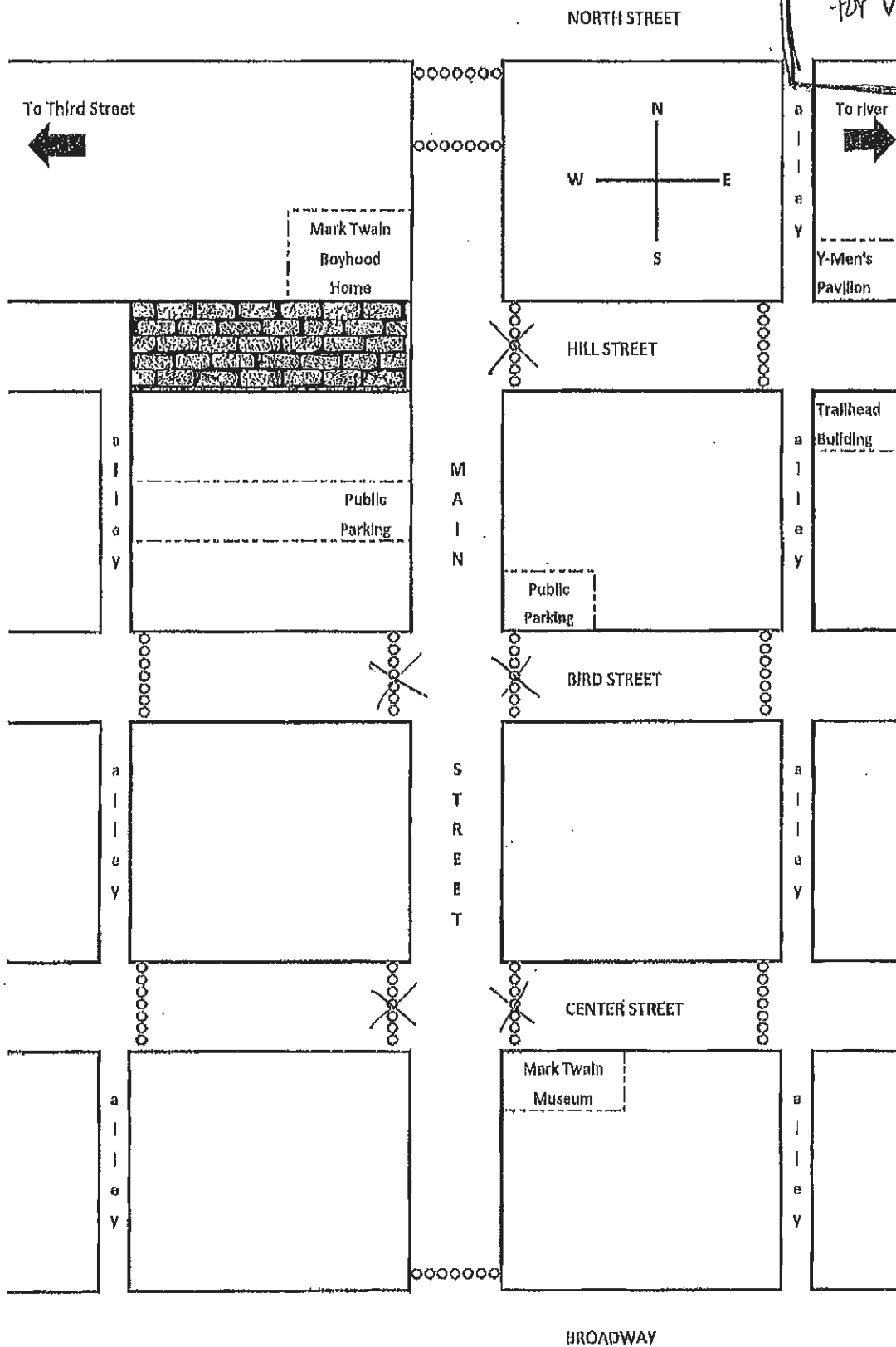
Cell Phone: 573-719-0252
Cell Phone: 636-734-1938

Dial 911 in case of emergency

VI. EVENT AREA MAP (attach next page)

HISTORIC DISTRICT - PROPOSED STREET CLOSURES (Bollard Placement)

The circles represent the bollards; mark with an "X" those you don't wish to have placed.



All removed
Sunday by 5pm
Starting w/ North
Street entrance
for vendors to pull
in to tear
down.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Dick Wehde Ins Agcy Inc. 1300 Broadway Hannibal, MO 63401 673 221-0204	CONTACT NAME: John Carlin PHONE (A/C, No, Ext): 573-221-0204 FAX (A/C, No): 573-2310452 E-MAIL ADDRESS: johnathan.carlin.vadq2k@statefarm.com
INSURED Historic Hannibal Marketing Council 115 N Main St #835 Hannibal, MO 63401	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		05-AAD885-3	09/18/2023	09/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Hannibal 320 Broadway Hannibal, MO 63401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 95-AA-D885-3

Named Insured:
HISTORIC HANNIBAL MARKETING COUNCIL

Name And Address Of Additional Insured Person Or Organization:

CITY OF HANNIBAL

320 Broadway

Hannibal MO 63401-4408

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. **Premises And Ongoing Operations**
Your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with your premises; or
 - (2) In the performance of your ongoing operations; or
 - b. **Products-Completed Operations**
"Your work" performed for that additional insured and included in the "products-completed operations hazard".
2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
3. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.



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DATE (MM/DD/YYYY)
10/31/2022

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		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: State Farm Fire and Casualty Company		25143	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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CERTIFICATE HOLDER

City of Hannibal
320 Broadway
Hannibal, MO
63401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 95-AA-D885-3

Named Insured:
HISTORIC HANNIBAL MARKETING COUNCIL

Name And Address Of Additional Insured Person Or Organization:

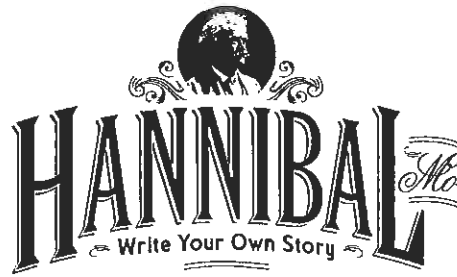
CITY OF HANNIBAL

320 Broadway

Hannibal MO 63401-4406

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Your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with your premises; or
 - (2) In the performance of your ongoing operations; or
 - b. **Products-Completed Operations**
"Your work" performed for that additional insured and included in the "products-completed operations hazard".
2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
3. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.



MEMORANDUM

TO: Mayor Hark and Member of the Hannibal City Council

FROM: Lisa Peck, City Manager

RE: Service Agreement with the Hannibal Nutrition Center

Date: February 16, 2023

The FY-2022/2023 budget contains an appropriation of \$18,357 for the Service Agreement with the Hannibal Nutrition Center. The City Council voted on in the October 5, 2021, meeting to have documents drafted to continue the previous agreement. Those will be before you this evening.



CONTRACT FOR SERVICES
HANNIBAL NUTRITION CENTER

WHEREAS, the City of Hannibal is a municipal corporation, and is authorized to engage in activities to promote the health and welfare of its citizens, and

WHEREAS, the Hannibal Nutrition Center provides services to the elderly and the infirm in this community.

NOW THEREFORE, be it agreed by the parties that the Hannibal Nutrition Center shall provide meals for the elderly and the infirm of this community. These meals shall consist of both congregational meal settings and home delivery meals. The Hannibal Nutrition Center shall also provide senior activities, meeting space, serve as a forum for service clubs, for appropriate presentations, lectures, speaking engagements, and other community needs, as scheduling allows.

The City of Hannibal agrees to pay the Hannibal Nutrition Center the sum of \$18,357 during the current fiscal year. The Hannibal Nutrition Center shall provide yearly reports showing the numbers of meals provided.

Agreed to this ____ day of _____, 2023.

Hannibal Nutrition Center, Director

James Hark, Mayor

Attest:

Melissa Cogdal, Deputy City Clerk

RESOLUTION NO. 2447-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO
EXECUTE A ONE-YEAR SERVICE AGREEMENT BETWEEN THE CITY AND THE
HANNIBAL NUTRITION CENTER IN THE AMOUNT OF \$18,357 FOR SENIOR
MEALS AND RELATED SERVICES**

WHEREAS, the City is a municipal corporation, and is authorized to engage in activities to promote the health and welfare of its citizens, and

WHEREAS, the Hannibal Nutrition Center has agreed to provide meals for the elderly and the infirm of this community, pursuant to the attached Service Agreement.

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

SECTION ONE: The Mayor is hereby authorized to execute a one-year Service Agreement with the Hannibal Nutrition Center in the amount of \$18,357 for the provision of senior services, including meals and other related services.

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

ADOPTED this 7th day of March, 2023

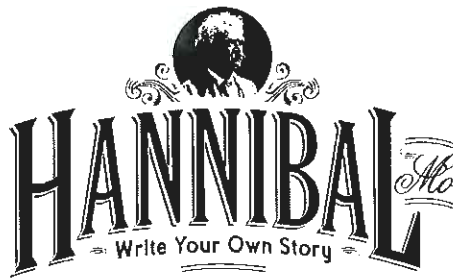
APPROVED this 7th day of March, 2023

James Hark, Mayor

ATTEST:

Melissa Cogdal, - Deputy City Clerk

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: 3-1-23

Date you wish to be placed on Agenda: MARCH 7

Name: JIM VAN HOOSE

Address: 1009 SIERRA

Phone Number: 573-822-3828

Subject Matter: 1) COUNCIL PUBLIC DISPLAYS OF ANIMOSITY
2) COUNCIL & CITY EMPLOYEES FAILURES TO
RESPOND TO PUBLIC INQUIRIES

3-1-23
Date

Jim Van Hoose
Speaker's Signature

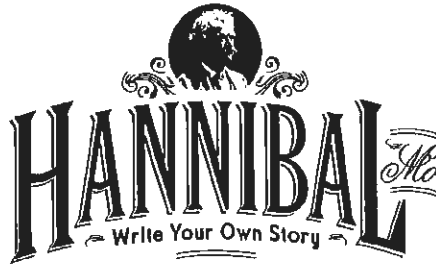
Speakers shall be allowed up to a maximum of a (5) minute presentation.
Speakers shall adhere to the above stated subject matter.

"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

✓Rec'd 03.01.2023 @ 3:53PM BKB

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: 3-2-23

Date you wish to be placed on Agenda: 3-7-23

Name: April Azotea

Address: Hannibal, Mo. 63401

Phone Number: 217.316.0004

Subject Matter: Questions for City Council

3-2-23
Date

April Azotea
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

MEMORANDUM

To: Melissa Cogdal -Deputy City Clerk

From: James Hark - Mayor

Re: Affirmative Action Committee

Date: February 27, 2023

Please submit Corey King's name to the next Council agenda for appointment to the Affirmative Action Committee. The term will expire March 2026.

CITY OF HANNIBAL
PROCLAMATION
AMERICORPS WEEK 2023 PROCLAMATION

WHEREAS, service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history citizens have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and

WHEREAS, AmeriCorps Seniors programs provide opportunities for more than 200,000 Americans to serve their country through service at nonprofits, schools, public agencies, and community and faith-based groups across the country; and

WHEREAS, in Hannibal, Missouri, dozens of AmeriCorps Seniors volunteers of diverse ages and backgrounds helped to meet local needs at multiple locations in Hannibal by responding, tutoring or mentoring children and youth, supporting veterans and military families, fighting food insecurity and supporting Christmas benevolence programs; and

WHEREAS, AmeriCorps Seniors programs bring people together across race, age, and zip code to address critical issues facing the country, forge relationships and cultivate mutual respect, and help build resilient and thriving communities; and


WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the millions of Americans who have served in AmeriCorps Seniors and their community partners, and to encourage more Americans to follow their footsteps in service;

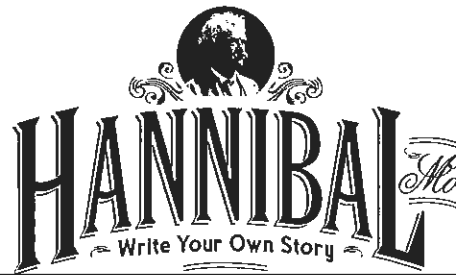
THEREFORE, BE IT RESOLVED that I, James Hark, Mayor of the City of Hannibal, do hereby designate March 12-18, 2023, as AmeriCorps Week in Hannibal, and urge citizens to thank AmeriCorps Seniors volunteers for their service and to find their own ways to give back to their communities.


James Hark, Mayor

ATTEST:


Melissa Cogdal, Deputy City Clerk





To: City Council

From: Candy Golian, DPW Management Assistant

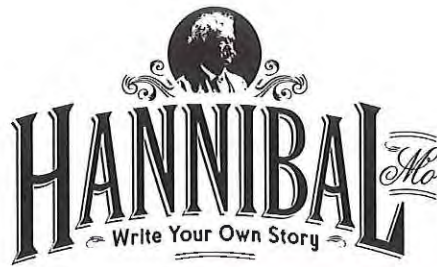
Re: Request Public Hearing – Code Amendment

Date: March 1, 2023

On February 21st, Council approved the request to set a public hearing for March 21st, regarding additions to Chapter 32, Article XII Supplemental Regulations, Division 6 - Animal Care and changes to Chapter 4, Article IV – Household Domestic Animals – Section 4-110

Since that time, some concerns regarding the changes have been brought forward and Planning & Zoning have decided to cancel both of the public hearings until further review and discussion can be done. They are requesting Council to cancel these at this time.





MEMORANDUM

To: Mayor and City Council

From: Candy Golian, DPW Management Assistant

Re: Pershing Street Vacation

Date: February 21, 2023

Immanuel Baptist Church, who owns most of the abutting property, have applied to the Planning and Zoning Commission requesting to vacate a portion of Pershing Street, which lies North of the church, South of U.S. Route 36 and East of the Econo Lodge property on McMasters Avenue.



On the attached photo, the yellow highlighted area is the area they are requesting to vacate, the gray is the area that has already been vacated. One section was vacated in December, 2000 and the other was in April, 2021.

The DPW contacted all necessary departments within the City about the street vacation and there were no objections from any departments. The Hannibal Board of Public Works and Liberty Utilities have asked that we maintain the utility easements that run thru the street, and the property owners have been aware of this.

The Planning and Zoning Committee heard this request at their meeting on Thursday, January 19th, and there were no objections for this request. Mark Bross with Klingler and Associates also reviewed the request for the vacation prior to P&Z, he too has no objections to the vacation of the street.

BILL NO. 23-005

ORDINANCE NO. 4923

FIRST READING 03.07.2023

SECOND READING _____

AN ORDINANCE OF THE CITY OF HANNIBAL VACATING A TRACT OF LAND KNOWN AS PERSHING STREET, WHICH IS PART OF SHEPHERD PLACE EXTENDED, CITY OF HANNIBAL, MARION COUNTY, MISSOURI

WHEREAS, a portion of Pershing Street a tract lying adjacent to and north of lots 37, 38, 39, 40, 41 and 42 was previously dedicated to the public use for said street purposes, and such tract was accepted for such purpose by the City of Hannibal, at the time of platting of Shepard's Place Extended subdivision to the City of Hannibal, and

WHEREAS, certain adjacent property owners have requested that the City abandon such tract of ground, and

WHEREAS, the city has determined that such property is not required for street purposes, and the City does not intend to develop it for such purposes, and

WHEREAS, the City does not object to the vacation, nor do any utility companies including the Board of Public Works and Liberty Utilities, and

WHEREAS, the vacation request was heard at the Planning and Zoning meeting on January 19, 2023, and

WHEREAS, the vacation request was reviewed and approved by the Planning and Zoning Commissioners, and

WHEREAS, Planning and Zoning Commissioners unanimously approved the vacation request be heard by City Council.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HANNIBAL, MISSOURI

SECTION ONE: The Council hereby vacates and abandons a tract of land beginning at a 5/8" iron pin marking the Northwest Corner of Lot 39 of Shepherd Place Extended; thence South 59 degrees, 10 minutes and 47 seconds West along the South line of Pershing Street 47.13 feet to a 5/8" iron pin marking the Northeast Corner of Lot 38 of said Shepherd Place Extended; thence South 80 degrees, 18 minutes and 01 second West along said South line 154.74 feet to a 5/8" iron pin; thence North 14 degrees, 58 minutes and 48 seconds West leaving said South line 40.17 feet to a 5/8" iron pin on the South right-of-way of U.S. Route #36; thence North 80 degrees, 18 minutes and 01 second East along said right-of-way 165.09 feet to a found right-of-way marker; thence North 59 degrees, 33 minutes and 53 seconds East along said right-of-way 48.68 feet to a found right-of-way marker; thence South 88 degrees, 19 minutes and 51 seconds East along

said right-of-way 149.04 feet to a found right-of-way marker marking the Southwest Corner of Lot 25 of said Shepherd Place Extended; thence South 88 degrees, 44 minutes and 56 seconds East leaving said right-of-way and along the North line of said Pershing Street 51.16 feet to a found 5/8" iron pin marking the Southeast Corner of said Lot 25; thence South 01 degree, 22 minutes and 28 seconds West leaving said North line 39.99 feet to a 5/8" iron pin marking the Northeast Corner of Lot 42 of said Shepherd Place Extended; thence North 88 degrees, 44 minutes and 56 seconds West along the South line of said Pershing Street 200.52 feet to the Point of Beginning, containing 16,159 Square Feet, more or less, with the above described being subject to easements and rights-of-way of record or not of record, if any. As per survey #2022-007706 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during December of 2022.

SECTION TWO: Notwithstanding the provisions of Section One, the City specifically reserves a right of way and easement for all utility purposes running within the confines of the said abandoned property, stating that no person shall place any structure, sign or any other improvement, permanent or temporary within the confines of said area without the express written consent of the City.

SECTION THREE: That this ordinance shall be recorded in the Land Records of Marion County at the expense of the requesting party.

SECTION FOUR: All ordinances in conflict herewith are hereby repealed.

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 Council, City Manager and Mayor

FROM: Andrew Dorian

DATE: 3/1/2023

RE: Huckleberry Tennis & Pickleball Court Renovation Bid Award

The Hannibal Parks and Recreation Department recently opened bids for the renovations of the Huckleberry Tennis and Pickleball Courts.

We received 1 bid from Byrne and Jones of St. Louis for this project.

The Parks Department recommends accepting the base bid of \$274,100 and Ad alternate #1 for \$60,800 for a total project cost of \$334,900.

This project will include;

- Demo of the old courts
- Re-asphalt surfacing, painting and sealing new courts
- New poles and nets for the tennis and pickleball courts
- New boundary fencing for the pickleball courts
- Re-grading of the viewing area for the placement of spectator bleachers
- Construction of a new parking area, which will add several more spaces

The Parks Department is recommending rejecting ad alternate #2 at \$207,000 which would have included demo of the old racquetball court and the construction of a new multipurpose court. At this time we do not have enough funds budgeted for this alternate but now have a cost estimate if we would like to do this in the future.

If approved, construction would begin in March of 2023 with a total project timeline of 120 Days.

Pickleball is one of the most popular programs that the Parks Department offers and with a dual complex that also offers Tennis this will be a facility that rivals anyone in the region. The Park Board chose this as their major project for 2023 and are very excited about the ability to offer additional leagues and tournaments hopefully drawing in players from both inside and outside Hannibal

This project was budgeted for in the Fiscal Year 2022-2023 Budget.

The Hannibal Parks and Recreation Department recommends council approve the \$334,900 bid submitted by Byrne & Jones for the renovations to the Huckleberry Tennis and Pickleball Courts as well as authorize the Mayor to sign any and all documents relating to the project.

SECTION 005200
CONTRACT AGREEMENT

This CONTRACT made and entered into this 7th day of March, 2023 by and between Byrne and Jones Construction hereinafter called the CONTRACTOR and **City of Hannibal, Missouri**, hereinafter called the OWNER, witnesseth, that the CONTRACTOR and the OWNER for the consideration hereinafter named therefore contract and agree as follows:

1. Scope of Work:

The CONTRACTOR shall furnish all labor, equipment, and machinery and perform all of the work necessary to complete the specified, **(Huckleberry Park Tennis and Pickleball Courts Improvements)** dated **(January 2023)** all as shown on the plans and as described in the specifications, as prepared by Klingner and Associates, P.C., Engineers/Architects, all in accordance with the terms of the Contract Documents.

2. Time of Completion and Liquidated Damages:

The work as shown on the Plans and described in the Specifications shall be substantially completed as defined in the General Conditions, within **(120)** consecutive calendar days after the "Notice to Proceed" date. The Contractor agrees to pay as liquidated damages the OWNER a sum of **\$(250)** for each consecutive calendar day thereafter for each day that expires after the specified time until the work is substantially complete.

3. Contract Sum:

The OWNER shall pay the CONTRACTOR for the performance of the Contract the sum of
Three Hundred Thirty-Four Thousand Nine Hundred DOLLARS
Zero CENTS(\$ 334,900.00)

4. Progress Payment: Retainage:

The OWNER shall make progress payments on the amount or percentage of Work completed to date, as requested on the basis of CONTRACTOR's Applications for Payment and in accordance with the General Conditions.

There shall be retained from the amount so determined, for the first 50% of the total Work, a sum of 5% until issuance of Substantial Completion.

5. Acceptance and Final Payment:

Final Payment shall be due thirty (30) days after completion and acceptance of the work, provided the contract be then fully performed, subject to the provisions of the General Conditions.

6. Contract Documents:

Contract Documents are as noted in the General Conditions.

In Witness Whereof, the parties hereto execute this Contract this 7th

day of March A.D., 2023.

(If an individual, partnership, or non-incorporated organization)

Signature of Contractor _____

By _____

Title _____

Address _____

Names and Addresses of Members of the Firm _____

(If a Corporation)

Signature of Contractor _____

By _____

Title _____

Business Address _____

Incorporated under the laws of the State of _____

President _____

Name

Address

Secretary _____

Name

Address

Treasurer _____

Name

Address

OWNER: City of Hannibal, Missouri

By _____

Name

Title

(SEAL)

ATTEST:

By _____

(Clerk or Notary Public)

END OF SECTION 005200

RESOLUTION NO. 2446-23

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF HANNIBAL AND BYRNE & JONES
IN THE AMOUNT OF \$334,900 FOR THE RENOVATION OF THE
HUCKLEBERRY PARK TENNIS AND 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 Parks Department recommends accepting the base bid and Alternate #1 bid which would include demo of the old courts, new surface, new nets and poles and additional parking spaces, and

WHEREAS, Byrne and Jones submitted the low bid of \$334,900 for the 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 the attached contract between Byrne & Jones and the City of Hannibal for the amount of \$334,900 for the renovations of the Huckleberry Tennis and Pickleball Courts as well as sign any and all documents related to this project.

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

ADOPTED THIS 7th DAY OF March, 2023

APPROVED THIS 7th DAY OF March, 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
Email: adorian@hannibal-mo.gov



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

FROM: Andrew Dorian

DATE: 2/28/2023

RE: Sodalís Shelter Engineering Memo

The Hannibal Parks and Recreation Department has been awarded a \$100,000 Land Conservation Partnership Grant for the construction of a Nature Pavilion at the Sodalís Nature Preserve. The pavilion will include electricity, picnic tables and a fireplace. The grant is a 50/50 agreement so the Parks Department will have to spend an additional \$100,000 on the project.

As part of the project, we have selected Klingner & Associates for the design. With design completed, we are ready to start the bidding and construction portion of the project.

Per our request, Klingner has submitted a \$9,000 lump sum not exceed service contract for the bidding and construction administration portion of the project. This is standard on all City projects.

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.

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, concrete pours and other miscellaneous items, as well as a final inspection with the City and Contractor to develop a punchlist.

This project has been budgeted for in the FY 2022-2023 Budget.

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.

February 28, 2023

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

RE: Sodalis Outdoor Shelter Project
Engineering Services Amendment

Dear Mr. Dorian:

As discussed, the original engineering services agreement for this project was executed on September 20, 2022, and included architectural 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 the shelter, pouring concrete pads for the building, installing the fireplace, and the sidewalk areas, as well as 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 \$28,500. 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
February 28, 2023
Page 2

Sincerely,

KLINGNER & ASSOCIATES, P.C.

Mark Bross

Mark C. Bross, PE

MCB/R:\22files\221109\01.Admin\02.Agmts\ESA Amendment No 1 - 2-28-2023.docx

RESOLUTION NO. 2443-23

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$9,000
ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF
HANNIBAL AND KLINGNER & ASSOCIATES FOR THE BIDDING AND
CONSTRUCTION ADMINISTRATION SERVICES PORTION OF THE
PROJECT TO CONSTRUCT A NEW SHELTER AT THE SODALIS NATURE
PRESERVE.**

WHEREAS, The City has been awarded a \$100,000 Land Conservation Partnership Grant Agreement for the construction of a nature pavilion at the Sodalís Nature Preserve, and

WHEREAS, The Parks Department is required to match the grant with an additional \$100,000, and

WHEREAS, Klingner & Associates submitted a detailed lump sum not to exceed engineering/architectural service agreement totaling \$9,000.00 for the bidding and construction administration portion of the project, and

WHEREAS, the Parks Department has budgeted for this project in the FY 2022-2023 Budget, and

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

SECTION ONE: That the Mayor is hereby authorized to execute an engineering/architectural service agreement between the City of Hannibal and Klingner & Associates for a lump sum not to exceed amount of \$9,000.00 for the bidding and construction administration portion of the project to construct a new shelter at the Sodalís Nature Preserve.

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

ADOPTED THIS 7th DAY OF March, 2023

APPROVED THIS 7th DAY OF March, 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
Email: adorian@hannibal-mo.gov



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

FROM: Andrew Dorian

DATE: 3/1/2023

RE: Mechanic Hangar Lease

The current 3-year lease between Airplane Mechanic Michael Geisendorfer (Lear Field Aviation, LLC) and the City of Hannibal has expired. As part of the original 3-year lease approved by the Council it provided an option for an additional 3 year lease extension.

Michael has over 30 years' experience as an aviation mechanic and has started his own business here in Hannibal. Michael performs annual inspections, general aviation mechanics and sells aviation products such as oil and tires. Michael has been a tremendous asset to the Airport and to pilots all over the region. He consistently has pilots flying into our airport for maintenance and while here they buy fuel and go into town for food, entertainment etc. He has also provided the City with an additional set of eyes and ears out at the Airport and has assisted us numerous times on maintenance projects free of charge.

The Department of Public Works recommends a three-year lease extension with Lear Field Aviation for \$1 per year for use of the Mechanic Hangar. Lear Field Aviation would be responsible for all utilities they use in the Hangar.

COMMERCIAL LEASE EXTENSION

Agreement and Lease Extension made this _____, 2023, by and The City of Hannibal, a Municipal Corporation of the State of Missouri, herein after LANDLORD, and Lear Field Aviation LLC, herein after TENANT.

Whereas, the LANDLORD is the owner of a mechanic's hanger, located at the Hannibal Regional Airport located at 6079 County Road 425, Hannibal, MISSOURI;

Whereas, LANDLORD and TENANT previously entered into a lease agreement on October 15, 2019 a copy of which is attached hereto and incorporated by reference, wherein TENANT leased said property for a period of three (3) years;

And Whereas, said lease agreement provided an option for an additional 3 year lease extension at the conclusion of said lease agreement;

And Whereas, the parties agree and wish to enter into such a lease extension.

Now, Therefore, the parties agree as follows:

1. EXTENSION OF LEASE

LANDLORD and TENANT agree that the said lease agreement shall be extended until October 1, 2025.

2. BINDING PROVISIONS

LANDLORD and TENANT agree that the all other terms of the prior lease agreement are hereby incorporated into the terms of this Lease Extension Agreement, and that the parties agree to and shall be governed by the terms contained therein.

3. LEGAL

TENANT agrees that if LANDLORD enforces any provision of this Lease Extension and/or the underlying lease through court action, TENANT will pay the LANDLORD's attorney fees in reasonable amounts, and court costs. TENANT and LANDLORD HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM (INCLUDING UNLAWFUL DETAINER ACTION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE TENANT AND LANDLORD. This agreement shall be governed by the laws of the state of Missouri. In the event that litigation should be filed the parties stipulate and agree that jurisdiction and venue shall be in the Circuit Court of Marion County Missouri.

In Witness Whereof the said Parties have hereunto set their hands and seals the day and year first above written.

CITY OF HANNIBAL

By _____

LEAR FIELD AVIATION

By _____

RESOLUTION NO. 2444-23

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A THREE
YEAR LEASE AGREEMENT EXTENSION BETWEEN THE CITY OF
HANNIBAL AND LEAR FIELD AVIATION, LLC FOR THE USE OF THE
MECHANIC'S HANGAR (HANGAR A) AT THE HANNIBAL REGIONAL
AIRPORT.**

WHEREAS, an airport mechanic is extremely important to a successfully run airport,
and

WHEREAS, Michael Geisendorfer, has 30+ years of aviation mechanic experience and

WHEREAS, Lear Field Aviation, LLC has successfully rented out the Mechanic Hangar
for general aviation mechanic purposes for the last 3 Years, and

WHEREAS, The City of Hannibal recommends a three year lease extension of the
Mechanic Hangar (Hangar A) for \$1 per year, and

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

SECTION ONE: That the Mayor is hereby authorized to execute a three year lease
extension agreement for \$1 per year between the City of Hannibal and Lear Field
Aviation, LLC for the use of the Mechanic's Hangar (Hangar A) at the Hannibal
Regional Airport.

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

ADOPTED THIS 7th DAY OF March, 2023

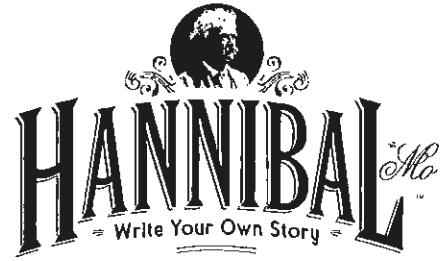
APPROVED THIS 7th DAY OF March, 2023

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
Email: adorian@hannibal-mo.gov



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

FROM: Andrew Dorian

DATE: 2/27/2023

RE: 2003 F 250 Street Department Truck Sale

We recently opened bids for the sale of a 2003 F 250 Street Department Truck.

We received several bids with the high bid of \$3,805 being submitted by Steve Williams.

In addition when we declared the truck surplus we stated it was a 2002 F 250, we wanted to make the correction that it was purchased in 2002 but in fact was a 2003 Model.

The Street Department recommends the high bid of \$3,805 from Steve Williams for the sale of a 2003 F 250 Street Department Truck.

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

TO: Hannibal City Council

For the third time in as many meetings we propose amending the ordinances to create a monthly City Manager's report as a part of the City Council agenda.

Despite a majority of Council stating they believe a monthly report is worth implementing they either table the proposal or remove it from the agenda outright.

Council says this is because Franke's impeachment first needs to be resolved. The two topics should not be related, as one is based upon alleged events of over a year ago and the other is based upon the Charter and future events.

No Councilmember has been able to explain why having the City Manager provide monthly reports to the City Council about issues that the City Manager, City Clerk, Department Directors and other City employees faced, and how those individuals fulfilled their duties to the citizens of Hannibal is in any way related to the actions of the Mayor seeking the impeachment of a City Councilperson.

The two of us are focused on the duties imposed upon the City Council and the City Manager by the Charter to make sure that City Government is responsive to the citizens of Hannibal, as we are a manager-council form of government.

The Charter assigns the following duties to the City Manager:

Sec. 3.09. - Powers and duties of the city manager. The city manager shall be the chief administrative officer of the city, and shall devote his entire time to the duties of his office. **The city manager shall hold office at the pleasure of the city council....** The city manager shall have the following powers and duties:

- If the City Manager serves at our pleasure, do we not have a duty to be informed as to the issues the city manager is facing on a daily basis?
- A. He shall appoint and, when he deems it necessary for the good of the service, suspend or remove any city employee, or appointive administrative officer provided for by or under this Charter, except as otherwise provided by law, this Charter, or personnel rules adopted pursuant to this Charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.
- Do we not have a duty to be informed as to the the personnel issues faced or actions taken by the City Manager?
- B. He shall direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this Charter or law.

- If the Charter states "...except as otherwise provided by this Charter or law." Don't we as City Councilpersons have a duty to make sure laws are in place to best serve our citizens by providing the City Manager the tools to effectively perform her/his duties?
- C. He shall attend all council meetings and shall have the right to take part in the discussion but may not vote. He shall receive notice of all special meetings.
- Given the right to participate in discussion, should not the Councilpersons be informed as to the knowledge the City Manager possesses about a particular issue?
- D. He shall see that all laws, provisions of this Charter and acts of the council, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully carried out.
- Given the City Manager is required to make sure the "acts of the council...are faithfully carried out", shouldn't she/he provide us monthly updates as to any issues that arose related to such obligation?
- E. He shall prepare the annual budget and capital program and submit them to the council pursuant to the requirements of chapter 9 of this Charter.
- Given the City Manager is required to "prepare the annual budget and capital program and submit them to the council", shouldn't she/he provide us monthly updates as to any budget or capital project issues that arose related to such obligations?
- F. He shall submit to the council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- Given the City Manager is required to "make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year", shouldn't she/he provide us a monthly report on such activities so that there are no surprises at the end of the year?
- G. He shall make such other reports as the council may require concerning the operations of city departments, office and agencies subject to his direction and supervision.
- Clearly the Charter gives the Council the authority to require the reports, and certainly does not include a prohibition of requiring reports because of any litigation issues the City may be facing.
- H. He shall keep the council fully advised as to the financial condition and future needs of the city and make such recommendations to the council concerning the affairs of the city as he deems desirable.
- Clearly the Charter gives the City Manager the duty to "keep the council fully advised as to the financial condition and future needs of the city." we would be fulfilling our duty to make sure we are fully advised by the City Manager.

- I. He shall perform such other duties as are specified in this Charter or may be required by the council.

- Clearly the Charter gives the Council the authority to require the reports

We, as members of City Council, work for the public who elects us. 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.

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.

We have a responsibility to be responsive to constituent needs, in this instance through basic transparency.

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