

City of Hannibal

OFFICIAL COUNCIL AGENDA

**Tuesday April 18, 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 – April 4, 2023

APPROVAL OF PAYROLL AND CLAIMS

First Half- April 2023

SARA ROTHWEILER – HANNIBAL JAYCEES

Re: 68TH ANNUAL NATIONAL TOM SAWYER DAYS
Street Closures, Parade, Carnival, Fence Painting, and Beer Garden
Use of City Owned Property (Armory Parking Lot)
Friday, June 30th, 2023, until Tuesday, July 4, 2023

APRIL AZOTEA – HANNIBAL MO.

Re: Questions for City Council and Mayor

JAMES R. HARK – MAYOR
Re: Approval of Appointment

Tree Board

Paul Ewert – appointment for a term to expire September 2024

Re: Recommendation of Appointment

Historic Development District Commission

Bob Yapp – appointment for a term to expire May 2024

Andrew Wikstrom – appointment for a term to expire May 2028

LISA PECK – CITY MANAGER
Re: Recommendation of Appointment

Planning and Zoning Commission

Andrew Wikstrom – appointment for a term to expire June 2024

MIKE MURPHY – BUILDING INSPECTOR
Re: Sell of City Owned Property, 1214 Lyon Street
(Resolution No. 2452-23, to follow)

DARRIN GORDON – BOPW GENERAL MANAGER
Re: Stormwater Committee-City Council Participation

BIANCA QUINN – FINANCE DIRECTOR
Re: Present 5-Year Capital Improvement Plan 2024-2028
(Resolution No. 2451-23, to follow)

Re: Caselle, Inc. Software User Agreement
Hosted Software & Services \$70,650.00
(Resolution No. 2453-23, to follow)

Re: FY2024 Budget Schedule

Wednesday, May 17, 2023, 5:30 p.m.-Budget Workshop

Tuesday, June 6, 2023, 6:30 p.m.-Request to Set Public Hearing

Re: Disposal of Old Records

JACOB NACKE- CHIEF OF POLICE

Re: Bid Approval Emergency Vehicles

Police Emergency Vehicles/Fire Vehicle \$791,361.20

**Re: 2023 American Rescue Plan Act, State and Local Fiscal Recover Funds,
And Peace Officer Grant Award Documents**

Award Documents- \$19,425.93

MELISSA COGDAL – DEPUTY CITY CLERK

Re: Approval of Website Upgrade

Vervocity Contract \$7,900.00

CHARLES PHILLIPS – 4TH WARD COUNCIL MEMBER

STEPHAN FRANKE – 3RD WARD COUNCIL MEMBER

Re: City Managers Report

(Bill No. 23-009, to follow)

Re: Proposal to Promote Accountability and Transparency

BILL NO. 23-007

AN ORDINANCE OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A \$289,381 MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT BETWEEN THE CITY OF HANNIBAL AND THE MISSOURI HIGHWAYS COMMISSION FOR FUNDING FOR TERMINAL RENOVATIONS AND DRAINAGE REPAIRS AT THE HANNIBAL REGIONAL AIRPORT.

Second and Final Reading

BILL NO. 23-009

AN ORDINANCE REVISING CHAPTER 2 OF THE REVISED ORDINANCES OF THE CITY OF HANNIBAL BY REVOKING AND ENACTING IN ITS PLACE A NEW CHAPTER 2, ARTICLE III – CITY COUNCIL, DIVISION 2, RULES AND ORDER OF BUSINESS, SECTION 2-172

First Reading

RESOLUTION NO. 2451-23

A RESOLUTION OF THE CITY OF HANNIBAL, MISSOURI, APPROVING AND ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2024-2028

RESOLUTION NO. 2452-23

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR TRANSFER OF REAL ESTATE AND SPECIAL WARRANTY DEED TO SELL CITY OWNED PROPERTY KNOWN AS 1214 LYON, IN THE AMOUNT OF \$575 TO CLIFFORD WOOD (DBA CWAU RENTAL PROPERTIES, LLC)

RESOLUTION NO. 2453-23

A RESOLUTION AUTHORIZING A ONE YEAR AGREEMENT, RENEWING IN SUBSEQUENT TERMS OF THIRTY DAYS FOR IMPLEMENTATION, APPLICATION HOSTING, AND TECHNOLOGY SUPPORT SERVICES BETWEEN THE CITY OF HANNIBAL AND CASELLE, INC IN THE AMOUNTS PROVIDED FOR IN THE ATTACHED HERTO

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: 4/4/23 Date you wish to be placed on Agenda: 4/18/23

Your Organization: Hannibal Jaycees Special Event: National Tom Sawyer Days

Date(s) of Event: 6/30/23 - 7/4/23 Requested Times (from-to): attached

Description of Activity: Need road closures for dates and times in letter. Carnival, Parade
Fence Painting, Beer Garden

Primary Contact Person(s): Sara Rothweiler Home Phone: 573-603-4124

Work Phone: _____ Cell Phone: _____ E-mail: rothweiler.s@hotmail.com

Assistance Needed (location, etc.): Barricades for street closures and police for parades
extra patrols at carnival wouldn't be a bad thing

DEPARTMENTAL COMMENTS

Police: It looks like HPD will utilize about 51 hours of overtime for the parade. Dept. Cost: \$1,938.00
-Lieutenant Jason Locke

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

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
-Andy Dorian

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

Tourism: We always look forward to this fantastic event every year & look Dept. Cost: 0
forward to another successful Fourth of July. -Megan Rapp

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

STAFF RECOMMENDS: _____

Alabama

Arizona

Arkansas

California

Colorado

Connecticut

Delaware

Florida

Georgia

Hawaii

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maryland

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

New Jersey

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

South Carolina

South Dakota

Tennessee

Texas

Virginia

Washington

West Virginia

Wisconsin

Wyoming



Hannibal, MO Chapter

To City of Hannibal Officials,

Listed below are the street closures the Hannibal Jaycees are requesting for the 68th annual National Tom Sawyer Days. We appreciate the cities continued support for this event and thank you for your approval.

- Closure for 06/25/23 to 07/05/23. Please place barricades at Lyon St. under viaduct, S. Main St. at Lyon, S. Main St. next to flood wall, one at Lyon and S 4th St., one to East of viaduct at Church and alley. This closure is requested for a Fence painting event and carnival set up. Jaycees can set barricades. Also request use of Armory parking lot for carnival campers. Place concrete barricades for carnival 06/29/23.
- Parade Closure. Close Broadway from 7am to 1pm 07/04/23. Including both sides of Maple St. and 10th St. for line ups.
- Fence Painting Closure. Close N Main St. at Hill St. 07/01/23 and 07/02/23 from Noon to 5pm. Request barricades to close road and not bollards. Jaycees can set barricades.

Thank you,

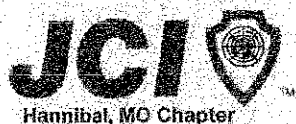
Jeff Veach

2023 National Tom Sawyer Days
Chairmen

Sara Rothweiler
Kaylee Buckman
Kylie Dooley

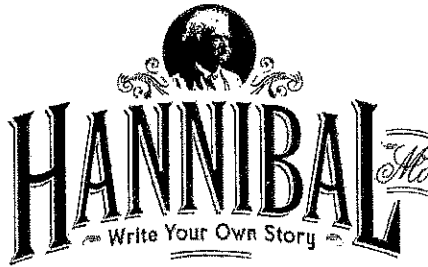
rothweiler.s@hotmail.com
kaylee.buckman91@mail.com
kyliejustice77@gmail.com

573-603-4184
573-795-0289
573-406-8583



Hannibal Chapter

P.O. Box 484, Hannibal, MO 63401
www.hannibaljaycees@gmail.com
www.hannibaljaycees.org



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 Jeff Kaul

Sponsor Chairman

Title

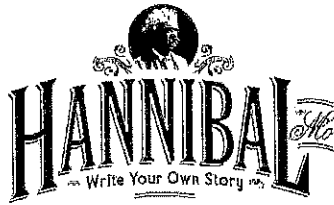
4/4/23

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 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 checked="" 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 type="checkbox"/> Waste Removal / Recycling | Responsibility of Event Holder |
| <input 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 National Turn Sawyer Days Date of Event 6/30/23 - 7/4/23

Location/Address/Facility Name 320 S. 3rd St.

Expected Number of Attendees: thousand

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: Jeff Veach

Cell Phone: 573-793-2553

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 Kaylee Buckman 573-795-0289

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.
yes
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 to 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: Jeff Veach Cell Phone: 573-795-2555

Secondary Contact: Sara Rothweiler Cell Phone: 573-603-4184

Dial 911 in case of emergency

VI. EVENT AREA MAP (attach next page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2023

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 | CONTACT NAME: Sharon Beardsley |
| Trust GDC Ins. Svcs. a Division of First State Ins. | PHONE (A/C, No, Ext): (573) 221-8484 |
| 123 N. 6th Street | FAX (A/C, No): (573) 248-1311 |
| | E-MAIL ADDRESS: sbeardeley@fsia.bz |
| | INSURER(S) AFFORDING COVERAGE |
| Hannibal MO 63401 | INSURER A: West Bend Mutual Insurance Company |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES

CERTIFICATE NUMBER: 23-24 Master COI

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 VWD | 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | | 1403507 12 | 02/03/2023 | 02/03/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | | | | |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Liquor Liability | | | 1412472 12 | 02/03/2023 | 02/03/2024 | Aggregate Limit 1,000,000 Ea Common Cause Limit 1,000,000 |

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

WB1890 01 13 - ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT WITH YOU
WB2000GL 01 18 - PLUS PAK - LIABILITY
CG2026 12 19 - ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
Event 2023 National Tom Sawyer Days

CERTIFICATE HOLDER

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Hannibal

320 Broadway, Hannibal, MO 63401-4406

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who is An Insured** is amended to include as an additional insured any person or organization you are required by a written contract to name as an additional insured.

The written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

- B. The insurance provided to the additional insured is limited as follows:**

1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:

- a. your ongoing operations performed for the insured at the location designated in the written contract; or
- b. premises owned or used by you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a written contract or written 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.

- C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principle as a part of the same project.

- D. As respects the coverage provided under this endorsement, Paragraph 4.b. Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended with the addition of the following:**

4. Other Insurance

b. Excess Insurance

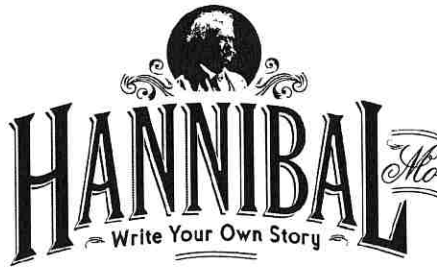
This insurance is excess over:

Any other valid and collectible insurance available, procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

Office of the



City Clerk

City Council Request to Speak
Council Meetings are held the First and Third Tuesday of Each Month
Deadline is 4:00 p.m. Thursday prior to City Council Meeting
Speakers Must Register Using Current Residential Address &
Residing Ward (if applicable)

Today's Date: 4-10-23

Date you wish to be placed on Agenda: 4-18-23

Name: April Azotea

Address: Hannibal mo

Phone Number: 217-316-0004

Subject Matter: questions for council
and mayor

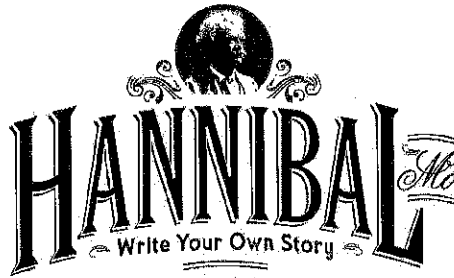
4-10-23
Date

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

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



MEMORANDUM

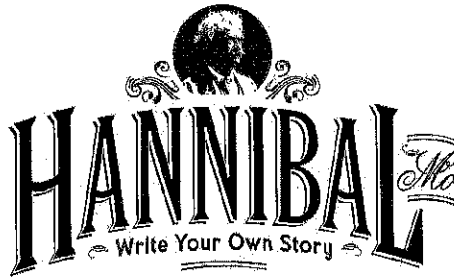
To: Melissa Cogdal - Deputy City Clerk

From: James Hark - Mayor

Re: Historic Development District Commission

Date: March 13, 2023

Please submit Bob Yapp's name to the next Council agenda for appointment to complete a term on the Historic Development District Commission. The term will expire May 2024.



MEMORANDUM

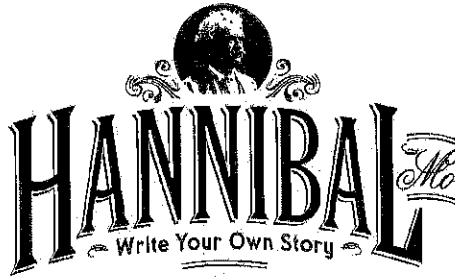
To: Melissa Cogdal - Deputy City Clerk

From: James Hark - Mayor

Re: Historic Development District Commission

Date: March 13, 2023

Please submit Andrew Wikstrom's name to the next Council agenda for appointment to Historic Development District Commission. The term will expire May 2028.



MEMORANDUM

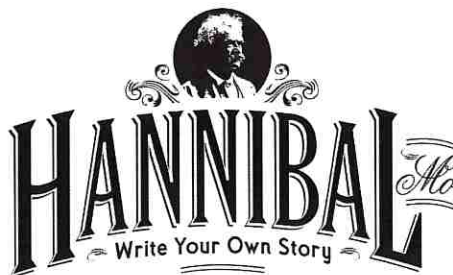
To: Melissa Cogdal - Deputy City Clerk

From: Lisa Peck – City Manager

Re: Planning and Zoning Commission

Date: March 13, 2023

Please submit Andrew Wikstrom's name to the next Council agenda for appointment to complete a term on the Planning and Zoning Commission. The term will expire June 2024.



MEMORANDUM

To: Mayor and City Council

From: Mike Murphy, Building Inspector

Re: Selling of 1214 Lyon

Date: April 11, 2023

Clifford Wood (DBA CWA Rental Properties, LLC) wishes to purchase 1214 Lyon. This is a city lot that we have owned since July, 2020. Mr. Wood owns the lot adjacent to this property and he wishes to add additional yard to the property.

In March, a letter report was ran to determine whether liens or other title clouds existed. The report suggests a clean title. The Council has stipulated a \$575.00 sale including recording fees, along with a Special Warranty Deed that states the following covenants:

Subject however, to the following covenants and restrictions:

COVENANTS AND RESTRICTIONS:

1. The property shall be kept maintained in accordance with the requirements of applicable laws and ordinances. The property shall be kept mowed at a minimum to the standards established by ordinance. Any structures on the home shall be maintained in such a manner as to comply with all applicable ordinances, and under no circumstances shall they be allowed to reach the status of a common law public nuisance or a nuisance in violation of Hannibal City Ordinances.
2. The property shall be utilized on in accordance with the laws of the State of Missouri and the zoning ordinances of the City of Hannibal. No unlawful uses shall be allowed.



3. All taxes on the property, including federal, state, county or city shall be kept paid and current at all times.

4. These covenants and restrictions shall touch and concern the land and shall be binding upon all subsequent title holders.

This Resolution would authorize the Mayor to execute the Transfer of Real Estate and Special Warranty Deed, with the sale price of \$575.00 including recording fees to Clifford Wood (DBA CWAW Rental Properties, LLC) for the property located at 1214 Lyon.

RESOLUTION NO. 2452-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT FOR TRANSFER OF REAL ESTATE AND
SPECIAL WARRANTY DEED TO SELL CITY OWNED PROPERTY KNOWN
AS 1214 LYON, IN THE AMOUNT OF \$575 TO CLIFFORD WOOD (DBA
CWAU RENTAL PROPERTIES, LLC)**

WHEREAS, the City of Hannibal is the owner of a vacant lot at 1214 Lyon, and

WHEREAS, Clifford Wood (DBA CWAU Rental Properties, LLC) would like
to purchase this property, and

WHEREAS, \$575 is the sale price which includes closing costs, and

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

SECTION ONE: That the Mayor is hereby authorized to execute an agreement for
transfer of real estate and special warranty deed on behalf of the City of Hannibal for the
sale City owned property, a vacant lot, known as 1214 Lyon in the amount of \$575 to
Clifford Wood (DBA CWAU Rental Properties, LLC).

SECTION TWO: This resolution shall be 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



ELECTRIC WATER SEWER STORMWATER

3 Industrial Loop Drive | PO Box 1589 | Hannibal, MO 63401 | (573)-221-8050

www.HANNIBALBPW.org



MEMO

To: Mayor James Hark

From: Darrin Gordon, General Manager

Date: April 12, 2023

Re: Stormwater Committee - City Council Participation

The HBPW is creating a Stormwater Committee to develop a funding source that finances the HBPW Stormwater Utility. We have invited citizens representing residential, commercial, industrial, rental and developer interests. We currently have 14 citizens who have accepted the invitation to serve. We are seeking the participation of one member of the City Council to represent the city of Hannibal.

The first meeting is going to be held May 4th at 6:00pm in the Hannibal Board of Public Works conference room.

We are anticipating that at least 2-3 meetings will be needed to conclude an appropriate funding mechanism that will be voted on by the people of Hannibal at an upcoming election.

The meetings will be open and available virtually, and we thank you for your consideration.

RESOLUTION NO. 2451-23

**A RESOLUTION OF THE CITY OF HANNIBAL, MISSOURI, APPROVING
AND ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR THE YEARS 2024-2028**

WHEREAS, the Planning and Zoning Commission reviewed the Five-Year Capital Improvement Program 2024-2028 at the public meeting held on March 16, 2023, and

WHEREAS, the Planning and Zoning Commission was in favor of the plan and recommends Council for approval of the Five-Year Capital Improvement Program 2024-2028.

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

SECTION ONE: the City Council of the City of Hannibal hereby approves and adopts the Five-Year Capital Improvement Program 2024-2028 as submitted by the Planning and Zoning Commission.

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

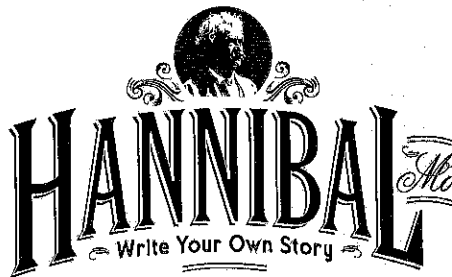
ADOPTED this 18th day of April, 2023.

APPROVED this 18th day of April, 2023.

James R. Hark, Mayor

ATTEST:

Melissa Cogdal – Deputy City Clerk



MEMORANDUM

TO: Mayor Hark and City Council Members

FROM: Bianca Quinn, Finance Director

DATE: April 12, 2023

SUBJECT: Business Operation Software

The City has a need to upgrade our business operation software beyond the capabilities of our current software with ACS/New Vision. We are currently using several different software solutions that are not integrated which causes inefficiencies, redundant work, and affects our citizen's experience when conducting business with the City.

The Request for Proposal (RFP) was published and three vendors responded with their proposals. The Finance Team and Clerk's Office participated in software demos and evaluated them for their ability to meet all of the City's needs and cost effectiveness. The proposals were as follows:

| | Implementation Cost | Annual Fees- Software as a Service |
|---------------------|---------------------|---------------------------------------|
| Caselle, Inc | \$ 70,650 | \$41,988 increasing app. 2% each year |
| BS&A Software | \$168,745 | \$41,410 increasing app. 3% each year |
| Oracle America, Inc | \$150K to \$210K | \$52,485 annually for 3 years |

(Implementation costs include program setup, data migration, license fees and training)

Based upon our evaluation, we feel that the Caselle, Inc proposal was the best choice for the City. Their proposal includes modules for general ledger, budgeting, payroll, timekeeping, human resources, online paystubs/W2s, accounts payable/receivable, business/animal licensing, asset management and project/grant management.

I recommend and ask the Council to approve the following Resolution for the Mayor to sign the agreement for this software for the business operations of the City.

SOFTWARE USE AGREEMENT

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

CITY OF HANNIBAL
320 Broadway
Hannibal, MO 63401

("Caselle")

("You" or "Your")

You agree to Use the Software and Purchase the services detailed below ("Items"), and Caselle, Inc. agrees to provide them, subject to the terms and conditions on pages two and three of this Agreement.

Total Price \$70,650.00

Deposit: \$35,325.00

Balance Due \$35,325.00

Items

| License Type | Hosted |
|------------------|--------------------|
| Total Training | \$37,000.00 |
| Total Setup | 13,450.00 |
| Total Conversion | 20,200.00 |
| Total Price | <u>\$70,650.00</u> |

The attached Proposal is considered part of this Agreement.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, INC.

CITY OF HANNIBAL

By:



By:

Name & Title: Alan S. Hutchings, President

Name & Title:

Date: April 12, 2023

Date:

CASELLE, INC.
SOFTWARE USE AGREEMENT

Grant of Right

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive right ("Right") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software Use Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

Payment

The Deposit shall be paid by You upon execution of this Software Use Agreement with the Balance to be paid upon completion of Training. Payment shall be in U.S. Dollars and shall not be deemed to have been received by Caselle until Your check clears the banking process. Any costs incurred in collecting Your check, due to insufficient funds or any other reason, shall be reimbursed by you. Late payments shall be subject to a FINANCE CHARGE OF 1.5% PER MONTH, OR 18% PER ANNUM.

Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government excise, duties, sales, use, occupational, or like taxes now or hereafter in force, and are therefore subject to increase in an amount equal to any tax Caselle may be required to collect or pay upon licensing or delivery of any Items, other than federal, state and local taxes based on Caselle's income. You also agree to pay all personal property taxes which accrue to you by reason of this Agreement.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed.

Title and Confidentiality (continued)

Notwithstanding the foregoing, this paragraph shall not be construed to require the City of Hannibal to violate the Missouri Sunshine Law.

Rights

You may not:

- a) Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Right, in whole or in part, except as expressly permitted by this Agreement.
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Transfer or assign the Software and the rights under this agreement to another party without the express written consent of Caselle.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

Term

This Software Use Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing at least 30 days prior to the date of termination. Your Right terminates automatically if you materially fail to comply with any terms or conditions of this Agreement.

Warranty

Caselle warrants that it has sufficient right and title to the Software to grant You this Right. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software. This limited warranty is VOID if failure of the licensed Software has resulted from accident, abuse or misapplication.

Disclaimers and Limitations of Warranty and Remedies

EXCEPT AS SPECIFICALLY STATED IN THE WARRANTY SECTION OF THIS AGREEMENT, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CASELLE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, EVEN IF CASELLE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CASELLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR DAMAGE WILL NOT, IN ANY EVENT, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER BASIS, EXCEED THE LICENSE FEES PAID BY YOU FOR THE LICENSED SOFTWARE GIVING RISE TO SUCH LIABILITY.

Returns

- a) No returns will be accepted without a written request to Caselle. To receive full credit, less the cancellation fee (set forth below), such requests must be made in writing to and received by Caselle's corporate office within thirty (30) days of this agreement. No returns will be considered for credit until appropriate notice has occurred within the time limits specified and all related materials are returned to Caselle's corporate office within ten (10) days of notice.
- b) Pre-approved returns occurring after the thirty-day period has lapsed will be allowed 75% credit, if such requests are made in writing to and received by Caselle's corporate office within sixty (60) days of this agreement. Any returns attempted after the sixty-day period has lapsed will receive no credit.
- c) A minimum cancellation fee of 10% will be assessed to all pre-authorized returns.
- d) In addition, You agree that You will return all written materials received from Caselle, including program materials, instruction manuals, and any and all training materials to Caselle.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized support centers, and are subject to separate agreements.

General

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Missouri and You hereby consent to the jurisdiction of State and Federal courts in Missouri. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- b) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral, relating to the subject matter of this Agreement. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- c) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- d) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- e) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- f) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address set forth in this Agreement.
- g) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- h) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- i) The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- j) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

663884 18/04

Caselle® Hosted Software & Services Proposal
City of Hannibal, MO
April 12, 2023

Proposal Summary

| | |
|-------------------------|-----------------|
| License Type | Hosted |
| Total On-Site Training | \$37,000 |
| Total Setup | 13,450 |
| Total Conversion | 20,200 |
| Total Investment | \$70,650 |

A deposit of 50% of the total proposal price is required with order. The remaining balance will be due upon completion of training.

Monthly Hosted Maintenance & Support will be \$3,499.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Hannibal is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date

Caselle® Hosted Software & Services Proposal
City of Hannibal, MO
April 12, 2023

Proposal Detail

| Caselle® Application Software | License Type | On-Site Training | Setup | Conversion | Total |
|--------------------------------------|---------------------|-------------------------|-----------------|-------------------|-----------------|
| General Ledger | Hosted | \$6,000 | \$700 | \$4,000 | \$10,700 |
| Budgeting | Hosted | Included | - | - | - |
| Bank Reconciliation | Hosted | Included | - | 7,000 | 7,000 |
| miExcel GL | Hosted | Included | 1,000 | - | 1,000 |
| Payroll/Direct Deposit | Hosted | 7,000 | 1,750 | 3,400 | 12,150 |
| Electronic W2/1099 | Hosted | Included | - | - | - |
| Timekeeping | Hosted | 2,000 | 500 | - | 2,500 |
| Human Resources | Hosted | 1,000 | - | - | 1,000 |
| Online Pay Stubs/W2's | Hosted | - | 3,000 | - | 3,000 |
| Accounts Payable | Hosted | 1,000 | 500 | 3,000 | 4,500 |
| AP Direct Pay | Hosted | Included | - | - | - |
| Purchases & Requisitions | Hosted | 1,000 | - | - | 1,000 |
| Accounts Receivable | Hosted | 2,000 | 500 | 300 | 2,800 |
| Cash Receipting | Hosted | 1,000 | 500 | - | 1,500 |
| Payment Import | Hosted | Included | 1,000 | - | 1,000 |
| Cash Receipting Web Services | Hosted | - | - | - | - |
| Animal License | Hosted | Included | - | 500 | 500 |
| Asset Management | Hosted | 1,000 | 500 | 500 | 2,000 |
| Business License | Hosted | 1,000 | 500 | 1,000 | 2,500 |
| Materials Management | Hosted | 2,000 | 500 | 500 | 3,000 |
| Project Accounting | Hosted | 6,000 | 500 | - | 6,500 |
| Caselle Document Management | Hosted | 6,000 | 2,000 | - | 8,000 |
| Zonal OCR | Hosted | - | - | - | - |
| Seven (7) Concurrent User Licenses | Hosted | - | - | - | Included |
| Grand Total | Hosted | \$37,000 | \$13,450 | \$20,200 | \$70,650 |



Proven Software Solutions for Local Government

www.caselle.com | Toll Free (800) 228-9851 | Fax (801) 850-5001 | 1656 S. East Bay Blvd., Ste. 100 / Provo, UT 84606

RESOLUTION NO. **2453-23**

**A RESOLUTION AUTHORIZING A ONE YEAR AGREEMENT, RENEWING
IN SUBSEQUENT TERMS OF THIRTY DAYS FOR IMPLEMENTATION,
APPLICATION HOSTING, AND TECHNOLOGY SUPPORT SERVICES
BETWEEN THE CITY OF HANNIBAL AND CASELLE, INC IN THE
AMOUNTS PROVIDED FOR IN THE ATTACHED HERTO**

WHEREAS, the City of Hannibal has a need to upgrade our business operation software beyond the capability of our current software (ACS/New Vision), and

WHEREAS, a Request for Proposal was published and three qualified vendors submitted proposals, and

WHEREAS, an evaluation of these proposals found Caselle, Inc to be the vendor whose software met all of the City's needs as well as the most cost-effective solution.

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

SECTION ONE: The Mayor is hereby authorized to execute a contract with Caselle, Inc for implementation, application hosting (Software as a Service), and technology support services for a one year agreement, renewing in subsequent terms of thirty days (Software as a Service).

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

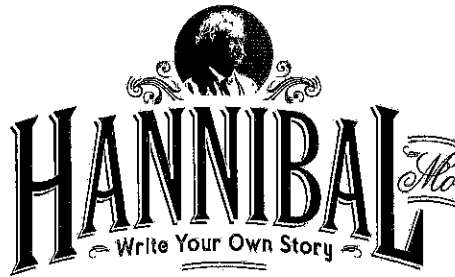
ADOPTED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

James R. Hark, Mayor

ATTEST:

Melissa Cogdal, Deputy City Clerk



MEMORANDUM

TO: Mayor Hark and Members of City Council

FROM: Bianca Quinn, Finance Director

DATE: April 13, 2023

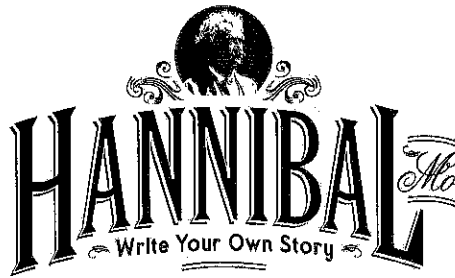
SUBJECT: Budget Schedule

I propose the following schedule for review and approval of the FY2024 Budget:

| | |
|--------------------|--|
| Wednesday, May 17: | Budget Workshop at 5:30pm (typically 60-90 minutes) |
| Tuesday, June 6: | Hold Public Hearing at 6:30pm Approval of first reading |
| Tuesday, June 20: | Final reading and approval of the FY2024 Budget |

I ask for your approval of this schedule and the Committee of the Whole Council (CWC) Budget Workshop on Wednesday, May 17 at 5:30 pm.

I also request Council approval to set a public hearing for the purpose of discussing the FY2024 Budget on Tuesday, June 6, 2023 at 6:30 p.m.



MEMORANDUM

DATE: March 21, 2023

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

FROM: Jessica Rosenkranz, Fiscal Management Assistant

SUBJECT: Disposal of Old Records

According to the Missouri Secretary of State Local Records Retention Schedule GS 010, 005.002, 005.003, and 005.004 the city is allowed to choose to destroy records after the completion of an audit or an audit plus 1 year. At this time, I am asking the Council for permission to destroy the following records by shredding, with the Clerk's Office overseeing:

| | |
|---|-----------------------------|
| Accounts Payable Documents (<i>Payment Requests/Invoices – 8 boxes</i>) | July 2016 through June 2018 |
| Credit Card Statements and Receipts (<i>2 boxes</i>) | July 2016 through June 2018 |

This memo, along with the council minutes, will serve as a permanent record.



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

04/13/2023

To: Mayor Hark and City Council Members

Re: Bid Approval Emergency Vehicles

The Hannibal Police Department is currently operating a fleet of vehicles which are exceeding their useful life. The last fleet purchased in 2018 are to the point where it is becoming difficult to field enough vehicles to meet our needs. In 2018 eleven vehicles were purchased consisting of 7 Dodge Chargers (sedan), and 4 Dodge Durango (SUV) emergency response vehicles. The vehicles have over 100,000 miles and we have replaced numerous water pumps, fire rods, transmissions, among other repairs. Given our low staffing it is imperative we have reliable vehicles to respond to emergencies.

In March, we published bid advertisements and received one bid from *Karl Emergency Vehicles in Des Moines Iowa* for \$791,361.20. This bid reflects eleven Chevrolet Tahoe's for the police department and one for the fire department. This price reflects not only the stock Tahoe, but also emergency lights, siren, consoles, partitions, modems, computer mounts, window barriers and the labor to install and transfer radios from our current vehicles. We had learned that Dodge will no longer be making the Charger Police vehicle beyond this model year. The phase out along with serious space concerns had us focus on an all SUV fleet. We have found that the computers take up a large portion of the vehicle which makes placing a field training officer in the passenger seat nearly impossible.

I seeking the council's approval to approve the bid from Karl Emergency Vehicles and to give approval to order the vehicles.

Current timelines would put these vehicles to arrive after the start of the new fiscal year. Due to our budgeting process we have not determined how much if any of the project will be financed, and I may come before the council in the future for further approvals.

Jacob Nacke
Chief of Police

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

KARL EMERGENCY VEHICLES

5983 NE Industry Drive
Des Moines, IA 50313
515-299-4409
k.brown@karlchevrolet.com
www.karlemergencyvehicles.com

**Estimate**

ADDRESS
Lt. Jason Locke
Hannibal Police Department

SHIP TO
Lt. Jason Locke
Hannibal Police Department

ESTIMATE 1472-C
DATE 03/29/2023

SALES REP
Keith Brown

| PART NUMBER | DESCRIPTION | QUANTITY | MSRP | SALES PRICE | TOTAL |
|-------------|---|----------|------|-------------|------------|
| * | HFD 1 2023 Tahoe for the Fire Chief | 1 | | 59,046.90 | 59,046.90 |
| * | HPD 1 2023 Tahoe for the Police Chief | 1 | | 58,586.90 | 58,586.90 |
| * | CID Ace's 2023 Tahoe | 1 | | 60,984.93 | 60,984.93 |
| * | HPD 10 and HPD 11 Supervisor Vehicles | 2 | | 64,094.83 | 128,189.66 |
| * | HPD 12, 14, 15, 16, 17, 18 and 19 2023 Patrol Tahoe's | 7 | | 69,221.83 | 484,552.81 |

***There will be no warranty or guarantee afforded in any manner by Karl Auto Group or affiliate Karl Emergency Vehicles on any equipment provided or transferred from the customer or a previous vehicle unless specified equipment is still under factory warranty. Karl Emergency Vehicles holds no responsibility for the condition or operation of that equipment and is not liable for the repairs or replacement of that equipment.

***All INVOICES are due 30 days from the date of the invoice in order to avoid late charges and/or finance charges. All payments shall be made by Check and should reference the VIN of the vehicle that had the service performed on it in order to ensure credit to the proper account.

Karl Emergency Vehicles is a Subsidiary/DBA of Karl Auto Group and all monies owed to Karl Emergency Vehicles may be payable to Karl Auto Group.

TOTAL**\$791,361.20**

KEITH BROWN
OUTSIDE SALES

E-MAIL: k.brown@karlchevrolet.com
WEB SITE: www.karlemergencyvehicles.com
5983 NE INDUSTRY DR. DES MOINES, IA 50313

BUS: (515) 299-4479
CELL: (319) 560-7808

Accepted By:

Accepted Date:

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS.
KARL EMERGENCY VEHICLES, 5983 NE INDUSTRY DR., DES MOINES IA 50313



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

04/13/2023

To: Mayor Hark and City Council Members

Re: 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recover Funds (SLFRF)
Peace Officer Grant (POG) and Subsequent Award Documents.

In November the Hannibal Police Department applied for funding under the ARPA Peace Officer Grant administered by the Missouri Department of Public Safety. The grant had a maximum award of \$20,000 requiring 50 percent matching funds. The Hannibal Police Department applied for funding to purchase new computers and associated equipment for a total project cost of \$38,851.86.

The Hannibal Police Department was awarded the grant, thus making \$19,425.93 of ARPA SLFRF funding available. I am asking for the council's approval for the mayor to execute the sub award documents. I will be coming back to council in the future for approval once the bid process is complete.

Jacob Nacke
Chief of Police

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

*****THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*****

III. This grant to **Hannibal Police Department** ("Grantee") constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri ("State") by the U.S. Department of Treasury.

The Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26. Grantee is a subrecipient⁸ and the State is a pass-through entity⁹ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): **Hannibal Police Department**
- Subrecipient's unique entity identifier: **ZWVLKFQBANK6**
- Federal Award Identification Number (FAIN): **SLFRP4542**
- Federal Award Date of award to the recipient by the Federal agency: **5/10/2021**
- Subaward Period of Performance Start and End Date: **12/1/2022 – 6/30/2026**
- Subaward Budget Period Start and End Date: **12/1/2022 – 8/15/2026**
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$19,425.93.**
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$19,425.93.**
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$19,425.93.**
- Total Approved Cost Sharing or Matching Funds: 50% Cash (Hard Match) or In-Kind. In kind match can be considered, so long as it is specific to the project. Cost share or match expenditures retroactive to March 2020 are eligible to meet the match requirement. Expenditures must be tied to the project and be reasonable.
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund ("SFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states "to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19]." Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local

⁶ "Subaward" is defined at 2 C.F.R. § 200.1.

⁷ "Federal financial assistance" is defined at 2 C.F.R. § 200.1

⁸ "Subrecipient" is defined at 2 C.F.R. § 200.1.

⁹ "Pass-through entity" is defined at 2 C.F.R. § 200.1.

government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: **Maggie Glick**
 - Phone Number: **(573) 526-3510**
 - Email Address: maggie.glick@dps.mo.gov
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: **N/A.**
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: **N/A**

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not

more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.¹⁰

Signature of Grantee's Authorized Representative

Date

Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹¹

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (see Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–327. These sections address Grantee's interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. See 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420–476. Subpart F is dedicated to the topic of audits. See 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. See n.12 above, and the authorities there cited.

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* See also 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.

MEMORANDUM

TO: Mayor, City Council, and City Manager

FROM: Melissa Cogdal, Deputy City Clerk

DATE: April 14, 2023

SUBJECT: *Approval of Website Upgrade*

Recently the Council directed the City Clerk's office to seek a proposal to upgrade the City Website. The current website is grossly out of date and often inoperable.

Vervocity has created and retains a template for websites currently used by Hannibal Parks, Hannibal Police Department, and Board of Public Works. Using the same template Vervocity submitted a project investment cost of \$7,900.00 for the upgrade of the City's Website. The project timeline for upgrading will be approximately 22 weeks, during a 5-phase approach.

The Clerk's office is asking the Council's approval for the Mayor to enter in a contract with Vervocity in the amount of \$7,900.00 for the upgrade of the City of Hannibal's website.

PROJECT INVESTMENT

This contract is limited to a set number of hours. Should additional requirements or unknown factors occur during the completion of a request, scope/price could be affected. Vervocity reserves the right to review any additional information upon receipt of customer materials for compliance to specifications. Customer requests negatively impacting the scope could be charged additional time and material.

Billing for the Website Hosting & Security Plan begins prior to project start and will be billed with the initial 50% of the project investment. The Professional Plan is required for all website projects. If you would like to upgrade to the Premium Plan, please check the box below next to "Premium Plan".

| SERVICE DESCRIPTION | PRICE | QTY | INVESTMENT |
|--|-------------------|----------|-------------------|
| ONE-TIME FEES | | | |
| WEBSITE DESIGN & DEVELOPMENT (one-time fee) | | | |
| INITIAL INVESTMENT - 50% of project investment due to start the project | | | \$3,950 |
| DESIGN APPROVAL - 25% due upon approval of design | | | \$1,975 |
| FINAL PAYMENT - 25% due upon completion of project before launch | | | \$1,975 |
| MONTHLY FEES | | | |
| WEBSITE HOSTING & SECURITY PLAN | | | |
| PROFESSIONAL PLAN (REQUIRED) | \$79/month | 1 | \$79/month |
| <input type="checkbox"/> PREMIUM PLAN (OPTIONAL UPGRADE) <i>Includes all services in the Professional Plan - Total Premium Plan monthly fee \$139</i> | \$60/month | 1 | \$60/month |
| <input type="checkbox"/> ADVANCED SPEED OPTIMIZATION (OPTIONAL UPGRADE) ONE TIME SETUP FEE <i>With Professional or Premium Plan - Please select both boxes</i> | | | \$250 |
| <input type="checkbox"/> ADVANCED SPEED OPTIMIZATION (OPTIONAL UPGRADE) <i>With Professional or Premium Plan - Please select both boxes</i> | \$39/month | 1 | \$39/month |
| YEARLY FEES | | | |
| THIRD PARTY WORDPRESS PLUGIN LICENSING FEE (Please see details above) | \$200/year | 1 | \$200/year |
| TOTAL MONTHLY INVESTMENT | | | \$79 |
| TOTAL YEARLY INVESTMENT | | | \$200 |
| TOTAL ONE-TIME INVESTMENT | | | \$7,900 |

Please add your digital signature on the final page to accept this proposal.

PRICES VALID UNTIL 5/3/23.



STANDARD TERMS & CONDITIONS

ADDITIONAL MAINTENANCE & HOURLY RATE -- Each project includes a set number of hours. Any other maintenance required for a project that is outside of the included hours will be charged at an hourly rate of \$125 per hour, or the current rate if after twelve months from the date of this agreement. Hourly time is charged in 15-minute blocks.

RELEASES -- Vervocity assumes Client has permission, for use by the owner, to use any images, logos, or any other design elements that are provided for inclusion in the project, and will hold harmless, protect, and defend Vervocity from any claim or lawsuit arising from the use of such elements.

ABANDONMENT -- If CLIENT fails to respond to information request, or there is no communication with Vervocity, either by in-person, phone, or email, for a period of two (2) weeks, the project is then deemed abandoned and will be closed.

All fees collected are non-refundable. The additional time that has been incurred on the project will be billed to the CLIENT. If the project is re-opened at the request of the CLIENT a \$200 office fee will be charged.

CANCELLATION -- If CLIENT cancels the project at any point in the process, at their own discretion, work will immediately stop. Any payments made up to that point are non-refundable. Any outstanding payments will be due at the time of cancellation, all work performed on the project will then become the property of the CLIENT.

WHAT'S NEXT?

- #1** Add your digital signature below or print the PDF version of the contract, sign, and return to your account rep or to sales@vervocity.io.
- #2** After adding your digital signature below you will be prompted to make your first payment. The initial investment/setup fee can either be paid online after signing or if it isn't paid online we will automatically email you an invoice.
- #3** Once we receive your initial investment/setup fee, our team will contact you to schedule a Google Meet kick-off meeting where we will finalize the details outlined above and make sure that our team and your team are all on the same page.



SIGNATURE

James Hark

CLIENT SIGNATURE



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

TO: Hannibal City Council

For the last six consecutive meetings, starting in early February, we have brought to Council a proposal to increase transparency and accountability by updating the ordinances to require a monthly report from the City Manager to the Public we serve.

We anticipated that such a suggestion, considered a common-sense best practice in organizations of all shapes and sizes across Hannibal and the world, would be passed without much, if any, fanfare.

In the time since then we have been shocked by Council's opposition, personal attacks, and blaming secretarial staff, and grateful for the encouragement from Hannibilians to keep working for transparency.

As members of City Council, we 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, we would create an even better informed City Council, which would then result in an even more effective working relationship with the City Manager in achieving the goals we as a Council ought to be setting for the City in response to the feedback from the citizens.

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 absent and as an unfortunate result, the Council and citizens are left in the dark.

This ordinance update will increase transparency by informing both Council and the Public to all of the **good work** of the City Staff that goes on behind the scenes to keep Hannibal running. Additionally, it will increase Council's opportunity to offer input and feedback to the City Manager and enhance the Public's ability to hold this Council accountable.

Council's opinions on this topic have covered nearly every spot on the spectrum from:

- stating it was a good idea that needed to wait
- to removing from the agenda
- to not wanting to know where the Manager eats lunch
- to saying it was a good idea that should not be presented to the Public in Public meetings

We have addressed Council's ever-changing concerns, correspondingly amended our proposal, and will continue to address whatever concerns arise until our ordinance update is passed.

In service to the misunderstandings from the most recent meeting:

- this is not a proposal for a new ordinance. As it has been at each of the five previous meetings, it is a proposal to update the pre-existing ordinance in Sec. 2-172
- we agree with Mr. McCoy that a report from the City Manager to the Public would be appropriate to share on the City's website the Friday before Tuesday meetings. Conveniently

4.18.2023

enough, our ordinance update would require just that as the report would be part of the agenda packet posted to the City's website the Friday before Tuesday meetings.

We are all here to be responsive to constituent needs, in this instance through transparency and accountability to those we serve. Let the Council move forward as a **team** to communicate with evidence the good works staff perform on a daily basis, and which provides information to help us acquire the tools to build on this community's historic past and to put in place the public infrastructure for this community that our citizens desire and deserve.

FROM:

Charles Phillips, Councilperson for Hannibal's 4th Ward

Stephan Franke, Councilperson for Hannibal's 3rd Ward

MEMO
Proposal to Promote Accountability and Transparency

TO: Hannibal City Council

We are sharing our observations related to the City of Hannibal's website in an effort to make Council aware of easy opportunities to promote transparency and accountability.

After trying and failing to get in contact with City Hall electronically, former Councilman Jim VanHoose teamed up with Deputy City Clerk Melissa Cogdal to uncover that emails sent from the City of Hannibal's website weren't being delivered. Despite being short staffed Cogdal immediately embarked on rectifying the specific issue plus the antiquity of the website in general. We are grateful to them plus any and all other staff and citizens who helped in this quest.

When the time comes, we hope that Council finds the website update worth the cost compared to some other and somewhat bizarre "urgent needs".

Since then we've tooled around the website and found other opportunities to increase transparency:

- the "City Council" page contains a link to a list containing all of Hannibal's "City Boards and Commissions" plus their members. The page is at least 4 years old as former City Manager Jeff LaGarce, who resigned in March of 2019, is listed.
- the "Public Meetings" page currently contains up to date City Council agendas and minutes but not those of other boards and commissions. While some such boards and commissions have their own websites the others, in the least, should live on this page. Searching an internet archiving site shows that some agendas used to be kept up to date here.
- the "City Council Meeting Minutes" page only contains minutes but no past agenda packets with corresponding relevant information.

Improving upon these topics is a quick and easy way to increase transparency to the Public in their right to hold Council accountable.

We request that the Office of City Clerk, in conjunction with any other relevant offices:

- Add resolving these topics to their pre-existing and ongoing plan to update the website
 - the plan ought to create some sort of recurring checkups to ensure lapses don't occur
- update Council at the appropriate time.

Finally, on a somewhat related note, we've come to learn that a number of our boards and commissions have multiple vacancies and/or are populated with folks who have moved out of city limits or even have passed away. In some instances it has been going on for years.

Council cannot appoint members but we hope those in leadership positions who have that authority look into the issue and devise a game plan to stay on top of it.

FROM:

Charles Phillips, Councilperson for Hannibal's 4th Ward

Stephan Franke, Councilperson for Hannibal's 3rd Ward

BILL NO. 23-009

ORDINANCE NO. _____

FIRST READING 04.18.2023

SECOND READING _____

AN ORDINANCE REVISING CHAPTER 2 OF THE REVISED ORDINANCES OF THE CITY OF HANNIBAL BY REVOKING AND ENACTING IN IT'S PLACE A NEW CHAPTER 2, ARTICLE III – CITY COUNCIL, DIVISION 2, RULES AND ORDER OF BUSINESS, SECTION 2-172

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

Section 1. WHEREAS, the City Council has determined that in order to encourage transparency and to provide information to the general public that it is appropriate for a report of the City Manager to be a part of the public record;

AND WHEREAS, the City Council has determined that they wish to add a provision for a report by the City Manager during the one regularly scheduled meeting per month of the City Council of the City of Hannibal;

NOW THEREFORE, the City Council makes the following amendments to Chapter 2 of the ordinances of the City of Hannibal:

Section 2. CHAPTER 2, ARTICLE III – City Council, Division 2, Rules and Order of Business, Section 2-172 is hereby revoked and replaced as follows:

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

At the hour appointed for the meeting, the clerk or someone appointed to serve in his 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.