

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday July 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

**Closed Session Minutes- May 16, 2023
Closed Session Minutes- June 20, 2023**

**APPROVAL OF PAYROLL AND CLAIMS
First Half - July 2023**

JEFF HARDOIN – 1021 CENTER ST. HANNIBAL MO.
Re: Safety Tax

APRIL AZOTEA – HANNIBAL MO.
Re: Questions for Council

MIKE DOBSON – MAYOR PRO TEMPORE
Re: Approval of Appointment

Library Board
Vickie Witthaus – Appointment for a term to expire June 2026

Re: Recommendation of Appointment

Historic Development District Commission Board (HDDC)
Greg Addison – Appointment for a term to expire May 2028

Re: Recommendation of Re-Appointments

Historic Development District Commission Board (HDDC)
Kristy Trevathan – Re-Appointment for a term to expire May 2028
Sara North – Re-Appointment for a term to expire May 2024
Steve Ayers – Re-Appointment for a term to expire May 2028
Roy Hark – Re-Appointment for a term to expire May 2026

Re: Swearing in of New Police Officers- Oath of Office
Mick Bramblett, Hannibal Police Department
Jacob Flachs, Hannibal Police Department

CHARLES PHILLIPS – 4TH WARD COUNCIL MEMBER
STEPHAN FRANKE – 3RD WARD COUNCIL MEMBER
Re: Monthly Management Report

LISA PECK - CITY MANAGER

Re: Recommendation of Re-Appointment

Board of Adjustment

Greg Lay – Re-Appointment for a term to expire May 2028

Re: Recommendation of Appointment

Hannibal Board of Public Works

Kellie Cookson– appointment for a term to expire July 2027

Mayor Pro Tempore – Oath of Office

Re: Missouri Highways & Transportation Commission Municipal Agreement

(Bill No. 23-023, to follow)

MELISSA COGDAL - CITY CLERK

Re: Conflict of Interest Ordinance Ratification & Reaffirmation

(Bill No. 23-024, to follow)

ANDY DORIAN - DIRECTOR – CENTRAL SERVICES

Re: Sale of Surplus City Owned Vehicle

Street Department – 1982 Ford

Bid Award \$1,000 – Paul Karner

Re: Acceptance of Donated Property

General Warranty Deed and Settlement Agreement & Release

Cynthia R. Ditch – 1803 Chestnut St.

(Resolution No. 2433-23, to follow)

Re: Acceptance of Donated Property

General Warranty Deed and Settlement Agreement & Release

Cynthia R. Ditch – 1106 Fulton Ave.

(Resolution No. 2435-23, to follow)

Re: Update on Rezoning of Ward Boundaries

PHYLLIS NELSON - CITY COLLECTOR
Re: Marion County Tax Collection Contract
(Resolution No. 2468-23, to follow)

Re: Ralls County Tax Collection Contract
(Resolution No. 2469-23, to follow)

JACOB NACKE, POLICE CHIEF - HANNIBAL POLICE DEPARTMENT
Re: 2023 ARPA State and LFRF Peace Officer Grant Purchase Approval
SHI Bid Award \$37,493.78 (City Obligation \$18,746.89)
Computer and Technology Equipment

BIANCA QUINN, - FINANCE DIRECTOR
Re: Audit Services Contract for FY23-FY25
(Resolution No. 2467-23, to follow)

Re: Request, Set Public Hearing
➤ **2023 AD Valorem Property Tax Levy**
Tuesday, August 15, 2023 – 6:15 p.m.

MIKE MCHARGUE - BUILDING INSPECTOR
Re: Request, Set Public Hearing, Code Amendments
Chapter 29 Article III, Section 29-114,
Chapter 9 Article II, Section 9-28
Chapter 9 Article IV, Section 9-186
Tuesday, August 1, 2023 – 6:15 p.m.

BILL NO. 23-020

**AN ORDINANCE OF THE CITY OF HANNIBAL VACATING A
SMALL CUL-DE-SAC WHICH IS A TRACT OF LAND BEING PART
OF HILLCREST DRIVE, WHICH IS PART OF HILLCREST
SUBDIVISION, CITY OF HANNIBAL, MARION COUNTY,
MISSOURI**

Second Reading

BILL NO. 23-021

AN ORDINANCE OF THE CITY OF HANNIBAL REZONING A TRACT OF LAND BEING ALL OF LOT THREE (3) IN BLOCK FIVE (5) IN INDIAN MOUND INVESTMENT COMPANY'S SECOND SUBDIVISION OF INDIAN MOUND PARK, IN THE CITY OF HANNIBAL, MARION COUNTY, MISSOURI FROM A – ONE- & TWO-FAMILY ZONING TO D – HIGHWAY BUSINESS ZONING DISTRICT AND AMENDING THE CITY'S ZONING MAP ACCORDING

Second Reading

BILL NO. 23-023

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AND EXECUTE ON BEHALF OF THE CITY, A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION OUTLINING THE PARTIES' RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION AND MAINTENANCE IMPROVEMENTS ASSOCIATED WITH THE REPLACEMENT OF THE ROUTE 79 OVERPASS OVER BEAR CREEK, NORFOLK SOUTHERN RAILROAD, WARREN BARRETT DRIVE AND LYON STREET WITH A NEW BRIDGE OVER BEAR CREEK, NORFOLK SOUTHERN RAILROAD, AND WARREN BARRETT DRIVE IN HANNIBAL

First Reading

BILL NO. 23-024

**AN ORDINANCE RATIFYING AND REAFFIRMING THE CITY OF
HANNIBAL'S, PROCEDURE TO DISCLOSE POTENTIAL
CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR
CERTAIN MUNICIPAL OFFICIALS AND EMPLOYEES AS
REQUIRED, BIENNIALLY, BY MISSOURI STATE STATUTES
105.483 & 105.485**

First Reading

RESOLUTION NO. 2433-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT AND
RELEASE AND GENERAL WARRANTY DEED FOR ACCEPTANCE
OF DONATED PROPERTY KNOWN AS 1803 CHESTNUT FROM
CYNTHIA R. DITCH**

RESOLUTION NO. 2435-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT
AND RELEASE AND GENERAL WARRANTY DEED FOR
ACCEPTANCE OF DONATED PROPERTY KNOWN AS 1106
FULTON AVENUE FROM CYNTHIA R. DITCH**

RESOLUTION NO. 2467-23

A RESOLUTION OF THE CITY OF HANNIBAL APPROVING A LETTER OF ENGAGEMENT BETWEEN THE CITY AND WILLIAMS KEEPERS, LLC, FURTHER AUTHORIZING THE MAYOR TO EXECUTE SAID DOCUMENT, FOR CITY AUDIT SERVICES INCLUDING THE LIBRARY AND BOARD OF PUBLIC WORKS IN THE TOTAL AMOUNT OF \$70,000 (WITH ADDITIONAL REQUIRED SINGLE AUDIT FEES) FOR THE FISCAL YEAR ENDING JUNE 30, 2023

RESOLUTION NO. 2468-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF HANNIBAL AND THE MARION COUNTY COMMISSION FOR THE PURPOSE OF COLLECTION OF CITY TAXES, WITHHOLDING 2% OF CURRENT TAXES AND DELINQUENT TAXES COLLECTED ALONG WITH ASSESSMENT FEE AS PROVIDED BY STATE
137.720 RSMo

RESOLUTION NO. 2469-23

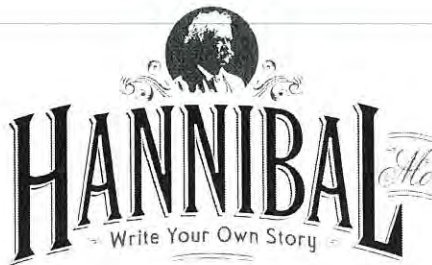
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF HANNIBAL AND THE RALLS COUNTY COMMISSION FOR THE PURPOSE OF COLLECTION OF CITY TAXES, WITHHOLDING 2% OF CURRENT TAXES AND DELINQUENT TAXES COLLECTED

CLOSED SESSION

In Accordance with RSMo 610.021 (1), (2), and (12)

ADJOURNMENT

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: 7/10/2023

Date you wish to be placed on Agenda: 7/18/2023

Name: Jeff Hardoin

Address: 1021 Center St.

Phone Number: (916) 600-7801

Subject Matter: Safety Tax

7/10/2023
Date

Jeffery T. Hardoin
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

✓Rec'd 07.11.2023 - BKD

Melissa Cogdal

From: laazotealounge@yahoo.com
Sent: Thursday, July 13, 2023 3:40 PM
To: Melissa Cogdal
Subject: Req to speak form

Office of

**Council Meeting
Deadline is
Speakers A**

Melissa Cogdal

From: Michael Dobson
Sent: Sunday, July 9, 2023 6:08 PM
To: Melissa Cogdal
Cc: Lisa Peck
Subject: HDDC appointment

Melissa,
Please submit to the council Gregory Addison for an appointment to the HDDC.

Sys

Thank you,
Michael J Dobson

Sent from my iPad

Britta Dooley

From: Melissa Cogdal
Sent: Wednesday, July 12, 2023 11:59 AM
To: Britta Dooley
Subject: Fwd: HDDC

Please print this out for me.

Thanks!

Get [Outlook for iOS](#)

From: Michael Dobson <MDobson@hannibal-mo.gov>
Sent: Wednesday, July 12, 2023 9:05:57 AM
To: Melissa Cogdal <MCogdal@hannibal-mo.gov>
Subject: HDDC

Melissa,

Please place the following appointments to the Historic Development District Commission on the agenda:

Kristy Trevathan for a term to expire May 2028
Sara North for a term to expire May 2024
Steve Ayers for a term to expire May 2028
Roy Hark for a term to expire May 2026

Thank you,
Michael J Dobson

Sent from my iPad

Police Officer – Oath of Office

"I do solemnly swear that I will protect, defend and preserve the Constitution of the United States and the Constitution of the State of Missouri, and that I will, to the best of my ability, enforce the laws of the United States and of the State of Missouri, and the ordinances of the City of Hannibal, and that I will constantly strive to cooperate with and promote cooperation with all regularly constituted law enforcement agencies and officers in the performance of duties of mutual interest and obligation. I will obey all lawful orders of my superior and, to the best of my ability, perform all of my duties as a police officer."



MEMORANDUM

To: Melissa Cogdal - City Clerk

From: Lisa Peck - City Manager

Re: Board of Adjustment

Date: July 12, 2023

Please submit Greg Lay's name to the next Council agenda for reappointment to serve on the Board of Adjustment. The term will expire in May 2028.

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 12/21 (BDG)
Modified: 05/23 (JDS)

Municipal Agreement
Route: 79
County: Marion
Job No.: J2P3357

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Hannibal, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

WHEREAS: On October 18, 1960 the parties entered into an agreement to construct Route 79, including Bridge A1044; and

WHEREAS: On September 18, 1964 the parties executed a supplemental agreement to the aforementioned agreement; and

WHEREAS: Both parties presently desire the replacement of Bridge A1044 with a new structure to convey Route 79 traffic;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 79, Marion County, Job No. J2P3357 shall consist of replacement of existing Bridge A1044 over Bear Creek, Norfolk Southern Railroad, and Warren Barrett Drive, and Lyon Street with new Bridge A9126 over Bear Creek, Norfolk Southern Railroad, and Warren Barrett Drive.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at Station 18+56.75, a point 331.54' feet southwest of the northeast corner of Block 14 of the original Hannibal plat, run in a generally southerly direction along existing Route 79 to Station 33+63.35. Length of improvement within city is 0.285 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on

an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J2P3357.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. When the Commission deems it necessary to close Lyon Street permanently during construction, the City shall be advised in time to make provisions for the diversion and rerouting of traffic.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal,

adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE: Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain the state highway improvements constructed pursuant to this Agreement. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, with the exception of the shared use path attached to new Bridge A9126, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(16) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(17) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(18) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are reasonably necessary to enforce this Section.

(19) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(20) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(21) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom

being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(23) COMMISSION REPRESENTATIVE: The Commission's Northeast District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(24) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(25) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Mayor James R. Hark
320 Broadway
Hannibal, MO 63401

- (B) To the Commission:
Paula Gough, Northeast District Engineer
1711 South Highway 61
Hannibal, MO 63401

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(26) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(27) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(28) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(29) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(30) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(31) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____ (Date).

Executed by the Commission on _____ (Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF HANNIBAL, MISSOURI

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

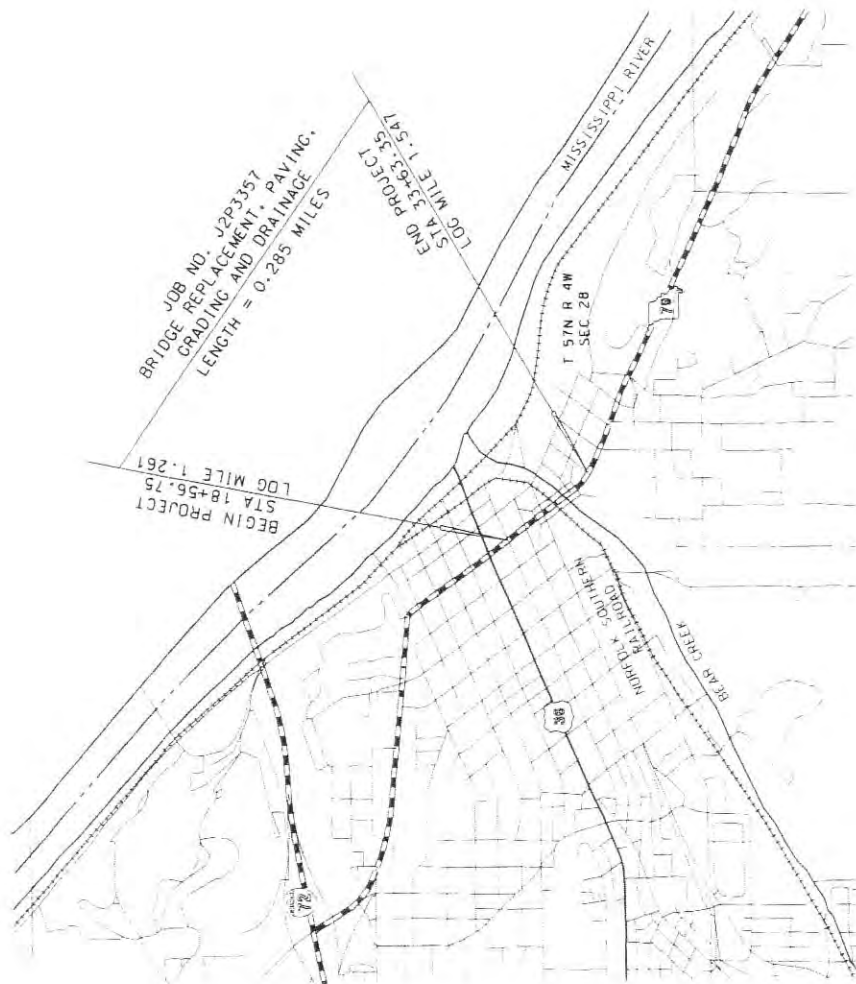
Commission Counsel

By: _____

Title: _____

Ordinance Number _____

EXHIBIT A
MO 79
MARION COUNTY
JOB NO: J2P3357



SCALE
0 400 800 1200 1600 2000



Bill No. **23-023**
FIRST READING: **07.18.2023**

ORDINANCE NO.
SECOND READING:

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AND EXECUTE ON BEHALF OF THE CITY, A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION OUTLINING THE PARTIES' RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION AND MAINTENANCE IMPROVEMENTS ASSOCIATED WITH THE REPLACEMENT OF THE ROUTE 79 OVERPASS OVER BEAR CREEK, NORFOLK SOUTHERN RAILROAD, WARREN BARRETT DRIVE AND LYON STREET WITH A NEW BRIDGE OVER BEAR CREEK, NORFOLK SOUTHERN RAILROAD, AND WARREN BARRETT DRIVE IN HANNIBAL

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

SECTION 1. The City of Hannibal hereby enters into a municipal agreement with Missouri Highways and Transportation Commission outlining maintenance and construction responsibilities of the Route 79 overpass replacement project. The Mayor of the of the City of Hannibal is hereby authorized to execute the contract on behalf of the City. The terms of the agreement are attached to this Ordinance.

SECTION 2. Effective Upon Passage

This ordinance shall be in full force and effect from and after the date of its passage.

Michael J. Dobson, Mayor Pro Tem

ATTEST:

Melissa Cogdal, City Clerk

Office of the City



Clerk, Melissa Cogdal

MEMORANDUM

TO: MAYOR PRO TEM DOBSON AND CITY COUNCIL MEMBERS
FROM: CITY CLERK, MELISSA COGDAL
DATE: JULY 18, 2023
SUBJECT: CONFLICT OF INTEREST ORDINANCE RATIFICATION & REAFFIRMATION

To comply with statutory requirements, RSMO 105.483 & 105.485.4, the City of Hannibal is required, biennially, to adopt an Ordinance ratifying and reaffirming our procedure to disclose potential conflicts of interest and substantial interest for certain municipal officials and employees.

All Candidates must file a **Financial Interest Statement for Political Subdivision** if they have any transactions over \$500 with the City of Hannibal, even if candidates are not listed, specifically in the Ordinance. Otherwise, filing of the **Statements** only applies to the City Manager and City Clerk.

For your consideration and first reading is Bill No. 23-024 that will meet the requirements set forth by the Missouri Ethics Commission adhering to the policy, as adopted originally by City Council August 20, 1991, by Ordinance No. 3760. Slight modifications to the original Ordinance have been made to incorporate the City Manager form of government, versus the original Mayoral form, which I have attached.

Furthermore, the Missouri Ethics Commission requires this process to be completed no later than September 15, 2023.

Should you have questions or wish to review the original procedure, please contact me directly.

Your support in this process is greatly appreciated.

City of Hannibal 320 Broadway, Hannibal, MO 63401
Ph: (573) 221.0111 Fax: (573) 221.8191
Mcogdal@hannibal-mo.gov
www.hannibal-mo.gov

BILL NO. 23-024

ORDINANCE NO.

FIRST READING 07.18.2023

SECOND READING

AN ORDINANCE RATIFYING AND REAFFIRMING THE CITY OF HANNIBAL'S, PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS AND EMPLOYEES AS REQUIRED, BIENNIALY, BY MISSOURI STATE STATUTES 105.483 & 105.485

WHEREAS, Statutory requirements, RSMo 105.483 & 105.485 relating to personal financial disclosure statements and conflicts of interest, require the adoption of an Ordinance biennially by political subdivisions, and

WHEREAS, August 20, 1991, the Hannibal City Council adopted Ordinance Number 3760 establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials and employees, and

WHEREAS, the Missouri Ethics Commission requires the ratification and reaffirmation of the City's intent via Ordinance at an open meeting of the Hannibal City Council no later than September 15, 2023.

NOW THEREFORE BE IT RETAFIED AND REAFFIRMED BY THE COUNCIL OF THE CITY OF HANNIBAL, MISSOURI AS FOLLOWS:

SECTION ONE: Declaration of Policy: The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby reaffirmed and ratified a procedure for disclosure by certain officials and employees of private or other interests in matters affecting the City.

SECTION TWO: Conflicts of Interest: The Mayor or any member of the City Council who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the City Council the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

SECTION THREE: Disclosure Reports: Each elected official, the chief administrative officer (City Manager), the chief purchasing officer (City Clerk) and the general counsel (only if employed full-time) shall disclose the following information by May 1st if any such transaction were engaged in during the previous calendar year.

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative office (City Manager) and the chief purchasing officer (City Clerk) shall also disclose by May 1st for the previous calendar year the following information:
 - 1) The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement.

- 2) The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
- 3) The name and address if each corporation for which such person serves in the capacity of a director, officer or receiver.

SECTION FOUR: Filing of Reports: The reports in the attached format, shall be filed with the City Clerk and with the secretary of state prior to January 1, 1993 and thereafter with the ethics commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION FIVE: When Filed: The financial interest statements shall be filled at the following times, but no persona is required to file more than one financial interest statement in one calendar year.

- a. Each person appointed to office shall file the statement within thirty days of such appointment of employment.
- b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1st and the statement shall cover the calendar year ending the immediately preceding December 31st; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31st of the covered year until the date of filing of the financial interest statement.

SECTION SIX: Filing of Ordinance: If an Ordinance is originally adopted prior to January 1, 1993, then the City Clerk shall send a certified copy of this Ordinance to the Secretary of State's office within ten days of its adoption. If an Ordinance is adopted on or after January 1, 1993, then the City Clerk shall send a certified copy of the Ordinance to the Missouri Ethics Commission within ten days of its adoption; reaffirmation and ratification.

SECTION SEVEN: That this Ordinance shall be in full force and effect from and after its adoption and approval.

Adopted this ____ day of _____, 2023.

Approved this ____ day of _____, 2023.

Michael J. Dobson, Mayor Pro Tem

ATTEST:

Melissa Cogdal, City Clerk

THOMAS PETER DANIELSONS
ATTORNEY AT LAW
500 BROADWAY
HANNIBAL, MISSOURI 63401

Phone (314) 231-6140

July 18, 1991

Marge Deline
Mayor Yancey
Councilmembers

Re: Ethics Ordinance

Ladies and Gentlemen:

Attached you will find an ordinance which I have drafted with the cooperation of the Missouri Municipal League.

As you are no doubt aware, the State Legislature has enacted a rather burdensome ethics and financial interest reporting statute. In order to avoid the stringent requirements of the state bill and in order to prevent requiring unpaid commission members to file financial statements, the City must adopt the attached ordinance and have it on file with the Secretary of State by September 15, 1991.

While the ordinance may seem to require a great deal of paperwork, the only major reporting requirements will fall on the Mayor and the City Clerk. Other elected officials will only be required to file financial statements in the event that they, or a business they own, does business with the City of Hannibal.


Perhaps the most important item, members of the various boards and commissions will not be required to file reports.

I hope that this has answered the major questions in regard to this bill. If not, I will be happy to answer any questions that you may have. Please give me a call at my office at your convenience.

I will not be in the office the first two weeks of August as I will be taking my family on vacation. Please call before or after this time.

Thank you for your cooperation in this regard.

Sincerely



Peter Danielsons
City Attorney

BILL NO. 91-334

ORDINANCE NO. 3760

FIRST READING 8-6-91

SECOND READING 8-20-91

AN ORDINANCE OF THE CITY OF HANNIBAL, MISSOURI, ESTABLISHING A
PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND
SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS

Now Therefore be it Ordained by the City Council of the City of
Hannibal,

OK
SECTION ONE: Declaration of Policy. The proper operation of
municipal government requires that public officials and employees
be independent, impartial and responsible to the people; that
government decisions and policy be made in the proper channels of
the governmental structure; that public office not be used for
personal gain; and that the public have confidence in the
integrity of its government. In recognition of these goals,
there is hereby established a procedure for disclosure by certain
officials and employees of of private financial or other
interests in matters affecting the City.

SECTION TWO: Conflicts of Interest The Mayor or any member of the
City Council who has a substantial personal or private interest,
as defined by state law, in any bill shall disclose on the
records of the City Council the nature of his or her interest and
shall disqualify himself from voting on any matters relating to
this interest.

SECTION THREE: Disclosure Reports Each elected official, and
the chief purchasing officer shall disclose the following
information by May 1 if any such transaction were engaged in
during the previous calendar year:

a. For such person, and all persons within the first
degree of consanguinity or affinity of such person, the date and
the identities of the parties to each transaction with a total
value in excess of five hundred dollars, if any, that such person
had with the political subdivision, other than compensation,
received as an employee or payment of any tax, fee or penalty due
to the political subdivision, and other than transfers for no
consideration to the political subdivision; and

b. the date and the identities of the parties to each
transaction known to the person with a total value in excess of
five hundred dollars, if any, that any business entity in which
such person had a substantial interest, had with the political
subdivision, other than payment of any tax, fee or penalty due to
the political subdivision or transactions involving payment for
providing utility services to the political subdivision, and
other than transfers for no consideration to the political
subdivision.

The Mayor and the chief purchasing officer shall also disclose by May 1 for the previous calendar year the following information:

1. The name and address of each employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

2. The name and address of each, sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address, and general nature of the business conducted of any closely held corporation of limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

SECTION FOUR: Filing of Reports The reports, in the attached format, shall be filed with the City Clerk and with the secretary of state prior to January 1, 1993, and thereafter with the ethics commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION FIVE: When Filed The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year.

a. Each person appointed to office shall file the statement within thirty days of such appointment of employment

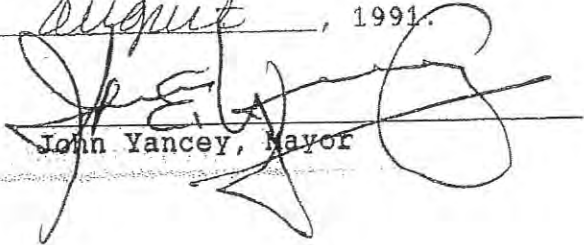
b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year immediately preceding December, 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing the financial interest statement.

SECTION SIX: Filing of Ordinance If this ordinance is adopted prior to January 1 1993, then the city clerk shall send a certified copy of this ordinance to the Secretary of State's office within ten days of its adoption.

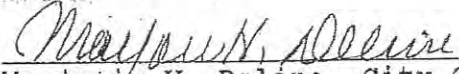
SECTION SEVEN: Effective Date This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the City Council of the City of Hannibal.

Adopted this 20 day of August, 1991.

Approved this 20 day of August, 1991.


John Yancey, Mayor

ATTEST:


Marjorie H. Deline, 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: 6/30/2023

RE: Sale of a 1982 Ford Truck

The Hannibal Street Department recently opened bids for the sale of a 1982 Ford Truck that we no longer used. We received 3 bids with the high bid of \$1,000 from Paul Karner.

The Hannibal Street Department recommends approving the bid of \$1,000 from Paul Karner for the sale of a 1982 Ford Truck.



CITY OF HANNIBAL, MISSOURI
BID TABULATIONS



BID Number: Ford CC82

DEPT: STREET


BID Description: 1982 Ford Cab & Chassis Vin#- 1FDPF7OH9DVA20263 81,297 Miles

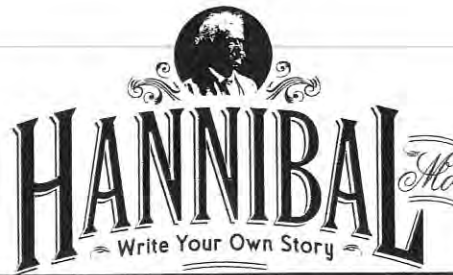
BID Opening Date: 06/29/2023

BID Opening Time: 2:00 P.M.

Bidder	Bid Amount	Addendum No. 1 & 2
John Mack	\$ 376.00	
Paul Karner	\$ 1000.00	
Euhlan Leeders	\$ 500.00	

6/29/23 2:07pm
Date/Time


Signature



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

From: Andy Dorian, Director of Central Services

Re: Donation of Property to the City

Date: June 20, 2023

The empty lot located at 1803 Chestnut Street was purchased by Cynthia R. Ditch from the City. However, due to unforeseen circumstances she is unable to adequately maintain the lot. Ms. Ditch has agreed to donate the property to the City of Hannibal. A title search was conducted showing no liens or indebtedness to the property.

The Department of Public Works recommends the acquisition of 1803 Chestnut Street and requests the Council to authorize the Mayor Pro Tem to sign the Settlement Agreement and Release as well as the General Warranty Deed.



RESOLUTION NO. 2433-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR
TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE AND
GENERAL WARRANTY DEED FOR ACCEPTANCE OF DONATED
PROPERTY KNOWN AS 1803 CHESTNUT FROM CYNTHIA R. DITCH**

WHEREAS, the lot located at 1803 Chestnut is not being maintained and

WHEREAS, the owner of the property, Cynthia R. Ditch, has agreed to donate the property to the City of Hannibal.

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

SECTION ONE: That the Mayor is hereby authorized to execute a Settlement Agreement & Release, and General Warranty Deed for the acceptance of donated property known as 1803 Chestnut from Cynthia R. Ditch to the City of Hannibal.

SECTION TWO: This resolution shall be effective immediately upon its adoption and approval.

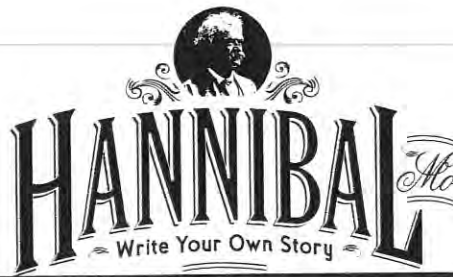
ADOPTED THIS ____ DAY OF _____, 2023.

APPROVED THIS ____ DAY OF _____, 2023.

MICHAEL J DOBSON, MAYOR PRO TEM

ATTEST:

MELISSA COGDAL, CITY CLERK



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

From: Andy Dorian, Director of Central Services

Re: Donation of Property to the City

Date: June 20, 2023

The empty lot located at 1106 Fulton Avenue was purchased by Cynthia R. Ditch from the City. However, due to unforeseen circumstances she is unable to adequately maintain the lot. Ms. Ditch has agreed to donate the property to the City of Hannibal. A title search was conducted showing no liens or indebtedness to the property.

The Department of Public Works recommends the acquisition of 1106 Fulton Avenue and requests the Council to authorize the Mayor Pro Tem to sign the Settlement Agreement and Release as well as the General Warranty Deed.



RESOLUTION NO. 2435-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR
TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE AND
GENERAL WARRANTY DEED FOR ACCEPTANCE OF DONATED
PROPERTY KNOWN AS 1106 FULTON AVENUE FROM CYNTHIA R. DITCH**

WHEREAS, the lot located at 1106 Fulton Avenue is not being maintained and

WHEREAS, the owner of the property, Cynthia R. Ditch, has agreed to donate the property to the City of Hannibal.

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

SECTION ONE: That the Mayor is hereby authorized to execute a Settlement Agreement & Release, and General Warranty Deed for the acceptance of donated property known as 1106 Fulton Avenue from Cynthia R. Ditch to the City of Hannibal.

SECTION TWO: This resolution shall be effective immediately upon its adoption and approval.

ADOPTED THIS ____ DAY OF _____, 2023.

APPROVED THIS ____ DAY OF _____, 2023.

MICHAEL J DOBSON, MAYOR PRO TEM

ATTEST:

MELISSA COGDAL, CITY CLERK

Britta Dooley

From: Melissa Cogdal
Sent: Wednesday, July 12, 2023 4:48 PM
To: Britta Dooley
Subject: Fwd: Updated ward maps
Attachments: Citywide_Proposed_Ward_Map_36x48.pdf; Hannibal_Ward_1_proposed_070623.pdf; Hannibal_Ward_2_proposed_070623.pdf; Hannibal_Ward_3_proposed_070623.pdf; Hannibal_Ward_4_proposed_070623.pdf; Hannibal_Ward_5_proposed_070623.pdf; Hannibal_Ward_6_proposed_070623.pdf

Britta,

Could you please print this email out, I won't need the maps. Just the email to place it on the agenda.

Thanks!!!

Melissa
[Get Outlook for iOS](#)

From: Andy Dorian <ADorian@hannibal-mo.gov>
Sent: Tuesday, July 11, 2023 12:50:03 PM
To: Melissa Cogdal <MCogdal@hannibal-mo.gov>; Lisa Peck <LPeck@hannibal-rno.gov>; 1stWard <1stward@hannibal-mo.gov>; 2ndWard <2ndward@hannibal-mo.gov>; 3rdWard <3rdward@hannibal-mo.gov>; 4thWard <4thward@hannibal-mo.gov>; 5thWard <5thward@hannibal-mo.gov>; 6thWard <6thward@hannibal-mo.gov>
Subject: FW: Updated ward maps

Council,

Attached are the updated ward maps. These will be presented to the full council on Tuesday, July 18th.

We wanted to get them out to you as early as possible so you have a chance to review.

What we did was send the GIS Company a copy of all your home addresses and asked them to make sure on the new map modification that you were all included in your wards.

What you see is what they proposed.

Please let us know if you have any questions,
Thanks,

From: Matt Sorensen <Matt.Sorensen@sam.biz>
Sent: Monday, July 10, 2023 1:35 PM
To: Andy Dorian <ADorian@hannibal-mo.gov>; Matthew Jones <mjones@hannibalbpw.org>; Melissa Cogdal <MCogdal@hannibal-mo.gov>
Cc: Russ Wetzel <Russ.Wetzel@sam.biz>
Subject: Updated ward maps

Donna Goodin
Marion County Collector

906 Broadway - P.O. Box 853
Hannibal, MO 63401
573-221-0727
880-870-5943 Fax

100 S. Main, Ste. 105
Palmyra, MO 63461
573-769-3282
573-769-6182 Fax

June 16, 2023

Melissa Cogdal
City of Hannibal
320 Broadway
Hannibal, MO 63401

Melissa,

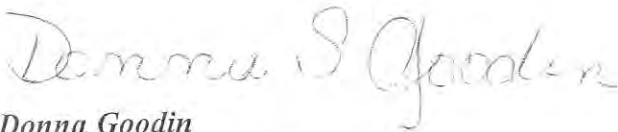
Attached is a copy of the old contract between the City of Hannibal and the Marion County Collector along with a copy of a new contract for collection of City taxes. I have also attached the state statutes that are referred to in the contract.

Lisa Peck was sent a copy of the contract on the 8th of June with her name listed as a signer. I am not sure who to put.

There are some changes that have been made to keep up with the increase in wages, postage, paper, envelopes, etc. in the past 10 years. The changes are an additional 1.5% going to the county's general revenue fund and .5% going to the collector.

Please review. If you have any questions, please contact me at either phone number listed above otherwise I will look forward to receiving a signed contract.

Sincerely,



Donna Goodin
Marion County Collector

CITY PROPERTY TAX COLLECTION AGREEMENT

MARION COUNTY, MISSOURI

THIS AGREEMENT is made and entered into this ____ day of ____, 2023, by and between the City of Hannibal, Missouri, hereinafter called the "CITY" and Donna Goodin, Collector of Revenue for Marion County, Missouri, hereinafter referred to as "COLLECTOR" and the County Commission of Marion County, Missouri, hereinafter referred to as "COUNTY COMMISSION"

WHEREAS, the City and Collector are empowered, under Article VI, Section 16 of the Missouri Constitution and Section 70.220 RSMo. to enter into certain cooperative agreements; and

WHEREAS, it is deemed by the City and Collector hereto to be mutually advantageous to all parties, for the Collector, by use of electronic data processing equipment, to prepare and collect tax bills for the City for an agreed compensation; and

WHEREAS, the County Commission is the governing body of Marion County, and therefore is required by law to approve such cooperative agreement between City and Collector.

WHEREAS, the Collector has expressed a willingness to cooperate and provide the mechanics for the collection of the City real and personal property taxes, and the surtax on commercial property.

NOW THEREFORE, in consideration for the mutual promises and covenants herein contained, the parties agree as follows:

1. The City agrees to provide all assistance, documentation and other information as may be needed by the Collector to carry out the purposes of this agreement.
2. The Collector agrees to send out, on behalf of the City, tax bills relating to all real and personal property, including surtax on commercial property located within the City boundaries to be included with in the same mailing with the County tax statements and shall not require additional envelopes, postage and related supplies. In the event, however, that separate mailings for the City tax statements shall become necessary, it shall not be the responsibility of the Collector or the County Commission to pay the expense necessitated by said mailings.
3. The Collector hereby agrees to collect, on behalf of the City, all taxes due and owing the City as are collectible for taxable property within the boundaries of the City.
4. The City will furnish to the Collector its annual tax levy for each tax year by the time the City is required by law to supply said levy information to the County Clerk of Marion County, Missouri.
5. The Collector agrees that the City shall have access, at all reasonable times and under the supervision of the Collector, to all data accumulated under the data processing system, including, but not limited to the following, which shall be provided annually or as otherwise requested to the City in printed form. However, the City shall not request said information more frequently than once per month.
 - A. Alphabetical listing for real estate and personal property tax rolls.
 - B. A delinquent listing file upon request.
 - C. Numerical listing of real estate.
6. The Collector agrees to publish any tax sales involving property within the boundaries of the City.

7. The Collector further agrees that she shall have the responsibility for collection of all delinquent real and personal property taxes that are collectible for the last three (3) years, but said responsibility shall not apply to special assessments, mowing, nuisance, or other fees, and that such collections, including necessary tax sales, shall be conducted in accordance with applicable law.
8. The Collector agrees to remit to the City the receipts due to the City at the same time as the Collector deposits with the Treasurer of Marion County, Missouri, its own receipts; provided that there shall be a remittance to the City at least once per month, at which time the Collector shall provide a breakdown of taxes collected, in a form to be agreed upon.
9. The parties mutually agree that the Collector may withhold a sum equal to one half percent (.5%) on all current & all delinquent taxes, interest and penalties collected by Collector on behalf of the City, as compensation for the services herein provided by Collector, and Collector may deduct the amount of such compensation from each remittance to City. The Collector may deduct the amount of such compensation along with deductions of one and one half (1.5%) for County General Revenue Fund along with the deductions provided by 52.250 & 52.260 RSMo and Assessment Fund as provided by 137.720 RSMo. from each remittance to the City. Current taxes are those taxes collected in the same year in which the tax statement is mailed by the Collector and includes the taxes collected on said statements during January and February of the following year. Delinquent taxes are those taxes that do not fall within the definition of current taxes.
10. This agreement may be modified by written instrument executed by City and Collector, if approved by County Commission.
11. The parties hereto mutually agree that the term of the Agreement is for one year beginning _____, 2023, and ending _____, 2024. The parties hereto mutually agree that this Agreement will be automatically renewed on March 1, 2024, and will continue to renew on March 1 of each subsequent year unless either party serves written notice of termination no less than one hundred twenty (120) days prior to the renewal date.
12. That the City will NOT enter into any agreements with any PACE (Property Assessed Clean Energy) lender for any loans, including but not limited to residential, commercial, industrial or agricultural.

The County Commission has reviewed this agreement, and by the signing of this agreement by its Presiding Commissioner, and the affixed seal, and by the signature of its County Clerk, does hereby authorize the Collector to enter into this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first written above.

Mayor

Donna Goodin, County Collector

David Lomax, Presiding Commissioner

Melissa Cogdal, Deputy City Clerk
(SEAL)

Marla Myers, County Clerk (SEAL)

CONTRACT FOR COLLECTION OF TAXES

This Agreement is made and entered into this 6TH day of MARCH, 2012, by and between the City of Hannibal, Missouri, hereinafter called the "City", and the County of Marion County, Missouri, hereinafter called the "County", and Mary Ann Viorel, Marion County, Missouri, Collector, hereinafter called the "Collector", and the Marion County, Missouri, Commission, and the Marion County, Missouri, Clerk, Valerie A. Dornberger.

Whereas, the City and County are empowered under Article VI, Section 16 of the Missouri Constitution and Section 50.332, RSMo, and Section 70.220, RSMo and Section 137.720, RSMo, to enter into certain agreements; and

Whereas, it is deemed by the parties hereto to be mutually advantageous to all parties, for the County, by use of electronic data processing equipment, to prepare and collect tax bills for the City for an agreed compensation; and

Whereas, The County Commission is the governing body of Marion County, and therefore is required by law to approve such agreement between City and Collector; and

Whereas, the Collector of Marion County, Missouri, has expressed a willingness to cooperate and provide the mechanics for the collection of the City real and personal property taxes as accrued in the County of Marion, Missouri;

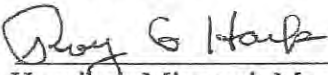
Now, Therefore, in consideration for the mutual promises and covenants herein contained, the parties agree as follows:

1. The County agrees to continue printing a City real estate and personal property book and the City agrees to provide all assistance, documentation and other information as may be needed by the County and the County Collector to carry out the purposes of this Contract;
2. The County, by and through the County Clerk and the County Collector, hereby agrees to send out, on behalf of the City, tax bills relating to all real and personal property located within the City boundaries, within Marion County, Missouri;
3. The County, by and through the County Collector, hereby agrees to collect, on behalf of the City, all taxes due and owing the City as are collectible for taxable property within the boundaries of the City, within Marion County;
4. The City will furnish to the County its annual tax levy for the tax year no later than September 15 of each calendar year during which this agreement remains in force;
5. The County agrees that the City shall have access, at all reasonable times and under the supervision of the County Collector, to all data accumulated under the data processing system, including, but not limited to the following, which shall be provided annually or as otherwise requested to the City in printed form:
 - A. Alphabetical listings for personal tax rolls;
 - B. A delinquent listing file;
 - C. Numerical listing of real estate properties;
6. The County agrees to notify the City of any tax sales involving property within the boundaries of the City, within Marion County, Missouri;

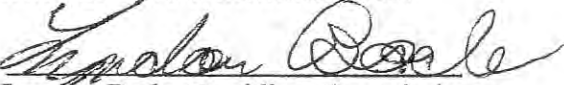
7. The County further agrees that the County shall have the responsibility for collection of all back real and personal property taxes that are collectible for the last (3) years, said responsibility to apply only to the delinquencies which occurred beginning with taxes due for the calendar year 2012, and that such collections, including necessary tax sales, shall be conducted in accordance with applicable law;
8. The County will remit to the City monthly all taxes collected by the County on behalf of the City pursuant to this agreement less those amounts set forth in paragraphs 9, 10 and 11 below;
9. Start up costs of \$2,000 to be paid by the City;
10. The parties mutually agree that one and seven tenths percent (1.7%) of all the above mentioned taxes collected by the County on behalf of the City shall be withheld as provided for in Section 137.720, RSMo, for the County Assessment Fund, or else the maximum percentage allowed by the Revised Statutes in effect at any time during the term of this contract, whichever sum is greater, (and, therefore, such an amount could change during the contract term);
11. The parties mutually agree that the Collector may withhold a sum equal to one and a half percent (1.5%) on all current taxes collected, and one percent (1%) on all delinquent taxes and interest collected by Collector on behalf of the City as compensation for the services herein provided by Collector, and Collector may deduct the amount of such compensation from each remittance to City. Current taxes are those taxes collected in the same year as the taxes collected on current year's tax statements and during January and February of the following year. Delinquent taxes are those taxes that do not fall within the definition of current taxes. The amount of compensation withheld from the City taxes will go into County General Revenue.
12. This agreement may be modified by written instrument executed by City and Collector, if approved by County Commission.
13. The parties hereto mutually agree that the term of the Agreement is for one year beginning March 1, 2012, and ending February 28, 2013. The parties hereto mutually agree that this Agreement will automatically renew on March 1, 2013, and will continue to renew on March 1, of each subsequent year unless either party serves written notice of termination no less than thirty (30) days prior to the renewal date.

In Witness Whereof, the parties have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year first above written.

CITY OF HANNIBAL

BY: 
Hannibal, Missouri, Mayor

MARION COUNTY COMMISSION

BY: 
Lyndon Bode, Presiding Commissioner

BY: Bobby Heiser
Bobby Heiser, Eastern District

BY: Randy Spratt
Randy Spratt, Western District

BY: Mary Ann Viorel
Mary Ann Viorel, Co. Collector

ATTEST:

BY: Angelina N. Vance
Hannibal, Missouri, City Clerk

BY: Valerie Dornberger
Valerie Dornberger, Co. Clerk

RESOLUTION NO. 2468-23

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
BETWEEN THE CITY OF HANNIBAL AND THE MARION COUNTY
COMMISSION FOR THE PURPOSE OF COLLECTION OF CITY TAXES,
WITHHOLDING 2% OF CURRENT TAXES AND DELINQUENT TAXES
COLLECTED ALONG WITH ASSESSMENT FEE AS PROVIDED BY STATE
137.720 RSMo**

WHEREAS, the City of Hannibal intends to enter into an agreement with the Marion County Commission for collection of real estate, personal and vehicle registration taxes, and

WHEREAS, the County has agreed to collect said taxes with the fees to be 2% of current taxes and delinquent taxes collected, along with the assessment fee as provided by State 137.720 RSMo, and

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

SECTION ONE: That the Mayor is hereby authorized to execute on behalf of the City of Hannibal the attached contract for the above stated services.

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

ADOPTED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

Mike Dobson, Mayor Pro Tem

ATTEST:

Melissa Cogdal, City Clerk

TARA COMER
RALLS COUNTY COLLECTOR
PO BOX 340
NEW LONDON MO 63459
573-985-5621

June 5, 2023

City of Hannibal
%James Hark
320 Broadway
Hannibal, MO 63401

Please see enclosed contract for collection of City Taxes. Sign the original form and return it by June 15, 2023.

If you have any questions, please contact me at 573-985-5621.

A handwritten signature in cursive script that reads "Tara Comer". The signature is fluid and stylized, with the first and last letters of each word being capitalized and prominent.

Tara Comer
Ralls County Collector

CITY PROPERTY TAX COLLECTION AGREEMENT RALLS COUNTY, MISSOURI

THIS AGREEMENT is made and entered into this 31ST day of May, 2023, by and between the City of Hannibal, Missouri, hereinafter called the "CITY" and Tara Comer, Collector of Revenue for Ralls County, Missouri, hereinafter referred to as "COLLECTOR" and the County Commission of Ralls County, Missouri, hereinafter referred to as "COUNTY COMMISSION"

WHEREAS, the City and Collector are empowered, under Article VI, Section 16 of the Missouri Constitution and Section 70.220 RSMo. to enter into certain cooperative agreements; and

WHEREAS, it is deemed by the City and Collector hereto to be mutually advantageous to all parties, for the Collector, by use of electronic data processing equipment, to prepare and collect tax bills for the City for an agreed compensation; and

WHEREAS, the County Commission is the governing body of Ralls County, and therefore is required by law to approve such cooperative agreement between City and Collector.

WHEREAS, the Collector has expressed a willingness to cooperate and provide the mechanics for the collection of the City real and personal property taxes, and the surtax on commercial property.

NOW THEREFORE, in consideration for the mutual promises and covenants herein contained, the parties agree as follows:


1. The City agrees to provide all assistance, documentation and other information as may be needed by the Collector to carry out the purposes of this agreement.
2. The Collector agrees to send out, on behalf of the City, tax bills relating to all real and personal property, including surtax on commercial property located within the City boundaries to be included with in the same mailing with the County tax statements and shall not require additional envelopes, postage and related supplies. In the event, however, that separate mailings for the City tax statements shall become necessary, it shall not be the responsibility of the Collector or the County Commission to pay the expense necessitated by said mailings.
3. The Collector hereby agrees to collect, on behalf of the City, all taxes due and owing the City as are collectible for taxable property within the boundaries of the City.
4. The City will furnish to the Collector its annual tax levy for each tax year by the time the City is required by law to supply said levy information to the County Clerk of Monroe County, Missouri.
5. The Collector agrees that the City shall have access, at all reasonable times and under the supervision of the Collector, to all data accumulated under the data processing system, including, but not limited to the following, which shall be provided annually or as otherwise requested to the City in printed form. However, the City shall not request said information more frequently than once per month.
 - A. Alphabetical listing for real estate and personal property tax rolls.
 - B. A delinquent listing file upon request.
 - C. Numerical listing of real estate.
6. The Collector agrees to publish any tax sales involving property within the boundaries of the City.

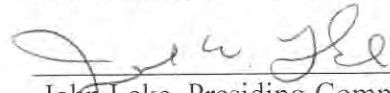
7. The Collector further agrees that she shall have the responsibility for collection of all delinquent real and personal property taxes that are collectible for the last three (3) years, but said responsibility shall not apply to special assessments, mowing, nuisance, or other fees, and that such collections, including necessary tax sales, shall be conducted in accordance with applicable law.
8. The Collector agrees to remit to the City the receipts due to the City at the same time as the Collector deposits with the Treasurer of Monroe County, Missouri, its own receipts; provided that there shall be a remittance to the City at least once per month, at which time the Collector shall provide a breakdown of taxes collected, in a form to be agreed upon.
9. The parties mutually agree that the Collector may withhold a sum equal to two percent (2%) on all current & all delinquent taxes, interest and penalties collected by Collector on behalf of the City, as compensation for the services herein provided by Collector, and Collector may deduct the amount of such compensation from each remittance to City. The Collector may deduct the amount of such compensation along with deductions for County General Revenue Fund provided by 52.250 & 52.260 RSMo and Assessment Fund as provided by 137.720 RSMo. from each remittance to the City. Current taxes are those taxes collected in the same year in which the tax statement is mailed by the Collector and includes the taxes collected on said statements during January and February of the following year. Delinquent taxes are those taxes that do not fall within the definition of current taxes.
10. This agreement may be modified by written instrument executed by City and Collector, if approved by County Commission.
11. The parties hereto mutually agree that the term of the Agreement is for one year beginning May 31st 2023, and ending February 29, 2024. The parties hereto mutually agree that this Agreement will be automatically renewed on March 1, 2024, and will continue to renew on March 1 of each subsequent year unless either party serves written notice of termination no less than one hundred twenty (120) days prior to the renewal date.
12. That the City will NOT enter into any agreements with any PACE (Property Assessed Clean Energy) lender for any loans, including but not limited to residential, commercial, industrial or agricultural.

The County Commission has reviewed this agreement, and by the signing of this agreement by its Presiding Commissioner, and the affixed seal, and by the signature of its County Clerk, does hereby authorize the Collector to enter into this agreement.


IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed by their duly authorized officers as of the day and year first written above.

James Hark, Mayor


Tara Comer, County Collector


John Lake, Presiding Commissioner

David Lomax, Presiding Commissioner


Brandy Flynn, County Clerk (SEAL)

RESOLUTION NO. 2469-23

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
BETWEEN THE CITY OF HANNIBAL AND THE RALLS COUNTY
COMMISSION FOR THE PURPOSE OF COLLECTION OF CITY TAXES,
WITHHOLDING 2% OF CURRENT TAXES AND DELINQUENT TAXES
COLLECTED**

WHEREAS, the City of Hannibal intends to enter into an agreement with the Ralls County Commission for collection of real estate and personal property taxes, and

WHEREAS, the County has agreed to collect said taxes with the fees to be 2% current taxes and delinquent taxes collected, and

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

SECTION ONE: That the Mayor is hereby authorized to execute on behalf of the City of Hannibal the attached contract for the above stated services.

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

ADOPTED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

Mike Dobson, Mayor Pro Tem

ATTEST:

Melissa Cogdal, City Clerk



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

07/13/2023

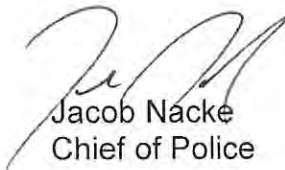
To: Mayor Pro Tem Dobson and City Council Members

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

Last November the Hannibal Police Department applied for funding under the ARPA Peace Officer Grant administered by the Missouri Department of Public Safety. The grant was for the purchase of new computers and technology equipment which the department has been needing for some time. The police department subsequently was awarded the grant with a total award of \$19,425.93 (Based on an estimated \$38,851.86 budget).

Vendor	Contract #	Quote
SHI	CT220337001 / 081419-SHI	\$37,493.78
CDW-G	081419-CDW	\$38,833.21

Both CDW-G and SHI provided quotes on the equipment with SHI being the lowest price and being a state contract holder. I am requesting approval to purchase the computer equipment from SHI for a total price of \$37,493.78 with the city's obligation being \$18,746.89 (50% match).


Jacob Nacke
Chief of Police

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



Pricing Proposal
Quotation #: 23674290
Reference #: MPSA #0005545152
Created On: 7/7/2023
Valid Until: 7/31/2023

MO-City of Hannibal Police Department

Inside Account Executive

Eric Graham

777 Broadway
Hannibal, MO 63401
United States
Phone: 573-221-0987 x 218
Fax:
Email: EGraham@hannibalpd.com

Andrew Sisler

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-507-1457
Fax:
Email: andrew_sisler@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office Standard Edition - License - 1 device - MPSA - Win Microsoft - Part#: AAA-03499 Contract Name: PC Prime Vendor Services Contract #: CT220337001	28	\$297.31	\$8,324.68

Subtotal	\$8,324.68
*Tax	\$0.00
Total	\$8,324.68

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 23596284
Created On: 6/15/2023
Valid Until: 7/14/2023

MO-City of Hannibal

Eric Graham

777 Broadway
Hannibal, MO 63401
United States
Phone: (573) 221-0987
Fax:
Email: egraham@hannibalpd.com

Inside Account Executive

Andrew Sisler

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-507-1457
Fax:
Email: andrew_sisler@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Kingston MobileLite Plus - Card reader (SD, SDHC, SDXC, SDHC UHS-I, SDXC UHS-I, SDHC UHS-II, SDHC UHS-II) - USB 3.2 Gen 1 Kingston Technology - Part#: MLP Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	25	\$9.99	\$249.75
2 SMART BUY PRODESK 400 G7 SFF SYST I5-10500 1TB 8GB W11P 64 DG W10Country of Origin HP, Inc. - Part#: 691Z3UT#ABA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	25	\$773.31	\$19,332.75
3 SMART BUY ELITEBOOK 650 G9 SYST I5-1235U 15.6 16GB 256 W11P64 DGW10Country of Origin HP, Inc. - Part#: 6C0Z5UT#ABA Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	3	\$1,179.72	\$3,539.16
4 Yealink CP935W - 1304016 Yealink - Part#: YEA-CP935W Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$432.78	\$432.78
5 70IN 4K INTERACTIVE DISPLAY MNTR 20 POINT TOUCH TAA COMPLIANT RS232 Sharp NEC Display Solutions - Part#: 4T-B70CT1U Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	2	\$1,736.33	\$3,472.66
6 HEWLETT PACKARD ENTERPRISE : Aruba AP-505 (US) Unified AP HPE - IMSourcing - Part#: R2H29A Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	5	\$414.35	\$2,071.75
7 HEWLETT PACKARD ENTERPRISE : AP-MNT-B AP mount bracket individual B	5	\$14.05	\$70.25

Total \$29,169.10

Additional Comments

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

ERIC GRAHAM,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NGZF521	3/16/2023	GRANT	8857352	\$38,833.21

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>HP ProDesk 400 G7 - Wolf Pro Security - SFF - Core i5 10500 3.1 GHz - 8 GB</u> Mfg. Part#: 691Z3UT#ABA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	25	6913420	\$763.99	\$19,099.75
<u>Kingston MobileLite Plus - card reader - USB 3.2 Gen 1</u> Mfg. Part#: MLP Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	25	6006117	\$11.42	\$285.50
<u>Microsoft Office Standard Edition - license - 1 device</u> Mfg. Part#: AAA-03499-CCF UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	28	3916633	\$319.45	\$8,944.60
<u>HP EliteBook 650 G9 Notebook - Wolf Pro Security - 15.6" - Core i5 1235U -</u> Mfg. Part#: 6C0Z5UT#ABA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	3	7003941	\$1,148.98	\$3,446.94
<u>Sharp 4T-B70CT1U Aquos Board - 70" Class (69.5" viewable) LED-backlit LCD d</u> Mfg. Part#: 4T-B70CT1U Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	2	6396222	\$1,815.45	\$3,630.90
<u>HPE Aruba AP-S05 (US) - Campus - Wireless Access Point</u> Mfg. Part#: R2H29A Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	5	5795028	\$564.66	\$2,823.30
<u>HPE Aruba AP-MNT-B Campus AP Type B Mount Bracket kit</u> Mfg. Part#: R3J16A UNSPSC: 31162313	5	5617107	\$21.60	\$108.00

QUOTE DETAILS (CONT.)

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

Yealink CP935W - conference VoIP phone - with Bluetooth interface - 5-way c

1

6822155

\$494.22

\$494.22

Mfg. Part#: CP935W

Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)

SUBTOTAL \$38,833.21**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** \$38,833.21**PURCHASER BILLING INFO****Billing Address:**HANNIBAL POLICE DEPT
ACCOUNTS PAYABL
777 BROADWAY
HANNIBAL, MO 63401-0793
Phone: (573) 221-0987

Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO**Shipping Address:**HANNIBAL POLICE DEPT
ERIC GRAHAM
777 BROADWAY
HANNIBAL, MO 63401-0793
Phone: (573) 221-0987

Shipping Method: UPS Ground (2- 3 Day)

Please remit payments to:CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Jack O'Connell** | (877) 693-4690 | jack.oconnell@cdw.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$38,833.21	\$1,050.44/Month	\$38,833.21	\$1,210.43/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

November 30, 2022

CONTRACT TITLE: PC PRIME VENDOR SERVICES

CURRENT CONTRACT PERIOD:	July 1, 2022 through June 30, 2024	
RENEWAL INFORMATION:	Original Contract Period:	July 1, 2022 through June 30, 2024
	Renewal Options Available:	Three (3) One-Year Periods
	Potential Final Expiration:	June 30, 2027
BUYER INFORMATION:	Kelsey Huwe 573-522-1308 kelsey.huwe@oa.mo.gov	

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL EXECUTIVE BRANCH AGENCIES SUBJECT TO SECTION 34 RSMo.

Local Purchase Authority shall not be used to purchase hardware, software, supplies, and services identified as included in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at <https://purch.oa.mo.gov/>

PRINTERS, PRINTER SUPPLIES, AND PRINTER MAINTENANCE KIT PURCHASES SHALL BE **NON-MANDATORY** FOR ALL STATE AGENCIES, BUT MUST BE PURCHASED THROUGH EITHER THE NASPO VALUEPOINT COPIERS AND MANAGED PRINT SERVICES CONTRACTS OR THE PC PRIME VENDOR SERVICES CONTRACT.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER / MissouriBUYS Number	VENDOR INFORMATION	Other Participating Organizations	COOP PROCUREMENT
CT220337001	MB00084470	SHI International Corp (SHI) P.O. Box 952121 Dallas, TX 75395-2121 Phone: (573) 220-4882 Web Address: www.shi.com Email: missouri@shi.com Phone: 888-711-2613	SHI (MBE/WBE)	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
/1/2022 through 6/30/2024	12/22/2022	• Added SHI Contact Information.
7/1/2022 through 6/30/2024	11/30/2022	• Updated SHI and buyer contact information.
7/1/2022 through 6/30/2024	10/12/2022	• Printers Purchase instructions added.
7/1/2022 through 6/30/2024	7/1/2022	• Statewide Notice established.

NOTICE: Determining what Cisco products can be ordered under the contract shall be determined by the following:

- **PC Prime Vendor Services Contract:** Only Cisco servers not used for network purposes, as defined in paragraph 2.3.2 a. 1) of the contract, shall be purchased under the PC Prime Vendor Services contract (CT220337001). Additionally, pursuant to paragraph 2.2.6 c. of contract CT220337001, networking products shall not be purchased through this contract.
- **Cisco Network, Related Products, Smartnet Maintenance, and Services Contract:** All products and services that have a Cisco SKU # and are a Cisco product or service shall be purchased off of the Cisco Network, Related Products, Smartnet Maintenance, and Services contract (CT160381001), with the exception of Cisco servers not used for network purposes.

PRINTER PURCHASES: Amendment 01 added printers, printer supplies, and printer maintenance kits back into the contract as non-mandatory items. printers, printer supplies, and printer maintenance kits may be purchased through the PC Prime Vendor Services contract, or through the NASPO ValuePoint Copier and MPS contracts.

**ADDITIONAL INFORMATION AND INSTRUCTIONS TO THE STATEWIDE NOTICE WILL BE
FORTHCOMING. (Contract CT220337001 replaces CT160910001)**

Contractual Requirements should be reviewed in Attachment 1, CT220337001 – Contract Part 2 (mandatory requirements start on p. 30 of 169).

1. PRICING INFORMATION

1.1 Acquisition Options/Pricing: SHI will apply the following percentages over SHI's documented acquisition cost:

Description	Percentage Over Acquisition Cost
Category 1: Desktop Computers, Portable Computers, and Peripherals	4 %
Category 2: Data Center Technologies	5 %
Category 3: Software and Software Maintenance (Excluding Microsoft)	4 %
Category 4: Microsoft Software and Maintenance	2 %
Category 5: Manufacturer-Provided Value Added Services (Including but not limited to warranty, warranty upgrades, critical systems hardware maintenance, fixed asset tracking, hardware imaging, installation, implementation, technical support, equipment disposal, and software training)	7 %
Category 6: Contractor-Provided Value Added Services (Including but not limited to installation, hardware imaging, implementation, warranty/service plans, technical support, equipment disposal, software training, and solution testing and research services)	5 %



MEMORANDUM

TO: Mayor Pro Tem Dobson and City Council Members

FROM: Bianca Quinn, Finance Director

DATE: July 13, 2023

SUBJECT: FY23 – FY25 Audit Services

In accordance with the US Office of Management and Budget, as well as other State and Federal entities, the City contracts to conduct an annual independent audit. In June, the City advertised for proposals for audit services, requesting a three- year contract with the option for at least three renewals.

The City received one proposal for consideration from Williams Keepers, LLC, with the following fee schedule:

FY 23- \$70,000

FY24- \$74,000

FY25- \$77,500

(Each year may also see additional costs if a Single Audit is required for qualifying federal grants and/or a MIRMA payroll audit. Total cost will be divided between the City entities and the Board of Public Works.)

The proposal was reviewed by myself, the City Manager and the Director of Finance at HBPW with no objections. Pending Council approval, the field work is scheduled to begin in September 2023, receipt of draft copies by end of November 2023, and final copies of all reports by end of December 2023.

We have been very satisfied with the services provided by Williams Keepers, LLC for the previous three audits and recommend Council approve and authorize the Mayor to execute the engagement letter for the City's fiscal year 2022/2023 audit.



PROUDLY SERVING
OUR CLIENTS AND
COMMUNITY

www.williamskeepers.com

July 12, 2023

City of Hannibal
Honorable Mayor and City Council
320 Broadway
Hannibal, MO 63401

We are pleased to confirm our understanding of the services we are to provide the City of Hannibal (the City) for the year ending June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ending June 30, 2023.

We will also audit the schedule of payroll reported to MIRMA for the year ended December 31, 2022.

U.S. generally accepted accounting standards provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with U.S. generally accepted auditing standards (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis
- 2) Pension and OPEB plans schedules
- 3) Budgetary comparison schedules

2005 West Broadway, Suite 100 | Columbia, MO 65203 | (573) 442-6171
3220 West Edgewood, Suite E | Jefferson City, MO 65109 | (573) 635-6196

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Non-major fund and other combining schedules
- 2) Schedule of expenditures of federal awards

Please note that references to *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance used throughout our engagement letter only apply if the City had expenditures of federal awards exceeding \$750,000 during the year ending June 30, 2023. Otherwise, those references do not apply.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether

from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will update our understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting

misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to

their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience (Bianca Quinn); evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Audit of the Financial Statements and Single Audit

Our audit will be conducted on the basis that management acknowledge and understand their responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Management responsibilities also include identifying significant contractor relationships in which one contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters. Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of management's knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards;

take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and prepare a summary schedule of prior audit findings and a separate corrective action plan.

Management is responsible identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. Management agrees to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Management's responsibilities include acknowledging to us in the written representation letter that (1) management is responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) that management believes the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Management's responsibilities include acknowledging to us in the written representation letter that (1) management is responsible for presentation of the supplementary information in accordance with GAAP; (2) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that City employees will prepare all confirmations we request and will locate any documents selected by us for testing. We will provide a list of information required for the audit and anticipate having all information ready when we start fieldwork.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Williams-Keepers LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Williams-Keepers LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Amanda Schultz, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our final audit fieldwork in September 2023, to issue draft copies of the reports by November 2023, and to issue final copies of the reports by December 2023.

Our fees for these services, including out-of-pocket expenses, will be as follows for the year ending June 30, 2023:

Financial statement audit	\$70,000
MIRMA audit	\$1,000
Single Audit, if required	\$4,000

Our fees are based on the following assumptions and representations:

- the books and records will be ready for audit by a mutually agreed upon date;
- the City will provide all information needed to record accrual entries for financial statement presentation and other adjusting entries needed to correct the books and records, if any, will be minimal;
- the books and records and requested supporting schedules will be prepared by the City's staff and will be ready for audit at prearranged dates, and the City's staff will be available and provide reasonable assistance during our audit fieldwork;
- the City maintains, and makes available to us, adequate records and supporting documentation to test financial transactions, assets, and liabilities; and

- there will be no significant or unusual changes in the City's size, federal programs, accounting and regulatory requirements or services to be performed. Any such changes will be discussed with the City in advance so that a renegotiated fee, if appropriate, can be mutually agreed upon.

Despite best intentions, unanticipated delays may arise in getting us information. If that should occur, see additional pricing in Appendix I.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and City Council of the City of Hannibal. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

Sincerely,

WILLIAMS-KEEPERS LLC



Amanda Schultz, CPA
Member Owner

ACCEPTANCE:

By: _____
Signature

Title

Date

APPENDIX I

RECONCILIATION ASSISTANCE	Williams-Keepers LLC assistance in reconciling accounts (unfinished PBC items)	Greater of \$250 per reconciliation or actual time incurred at our standard hourly rates
RESCHEDULING	Fieldwork schedule change with less than 10 business days' notice	Lesser of \$5,000 or 15% of fee estimate
FIELDWORK PREPAREDNESS	PBC items are not prepared and provided by due date indicated on the document workflow platform	Lesser of \$5,000 or 15% of fee estimate
COMPRESSED DELIVERY	Timeline for engagement completion is revised and compresses delivery time by 10 or more business days	Lesser of \$5,000 or 15% of fee estimate
SUBSEQUENT REVISIONS	Providing revised account balances or reconciliations after field work begins	Greater of \$250 per revised account or reconciliation or actual time incurred at our standard hourly rates
DOCUMENT WORKFLOW	PBC items not provided through Williams-Keepers LLC preferred document workflow platform	\$1,000

RESOLUTION NO. 2467-23

A RESOLUTION OF THE CITY OF HANNIBAL APPROVING A LETTER OF ENGAGEMENT BETWEEN THE CITY AND WILLIAMS KEEPERS, LLC, FURTHER AUTHORIZING THE MAYOR TO EXECUTE SAID DOCUMENT, FOR CITY AUDIT SERVICES INCLUDING THE LIBRARY AND BOARD OF PUBLIC WORKS IN THE TOTAL AMOUNT OF \$70,000 (WITH ADDITIONAL REQUIRED SINGLE AUDIT FEES) FOR THE FISCAL YEAR ENDING JUNE 30, 2023

WHEREAS, the City Charter requires an annual audit of the books, payments and encumbrances of the City of Hannibal and various State of Missouri and Federal Government grants with requirements of specific audit procedures outlined under the U.S. Office of Management and Budget and other governmental entities; and,

WHEREAS, the City Council recognizes the need and the public benefit derived from an audit of the City's finances; and,

WHEREAS, the City requests audit services for the fiscal year July 1, 2022 – June 30, 2023, from Williams Keepers LLC for all City entities, including the Library and Board of Public Works; and

WHEREAS, the City requests a continuing engagement of three years with the option to renew for at least three additional years at the following base fee schedule: FY2023- \$70,000, FY2024- \$74,000 and FY2025- \$77,500; and

WHEREAS, Williams Keepers LLC. agrees for consideration to perform this audit timely and without prejudice, as outlined in the attached letter of engagement.

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

SECTION ONE: The Mayor is hereby authorized to execute on behalf of the City of Hannibal the letter of engagement for audit services for fiscal year 2022-2023 with Williams Keepers LLC, in the amount of \$70,000 and any additional required audit fees.

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

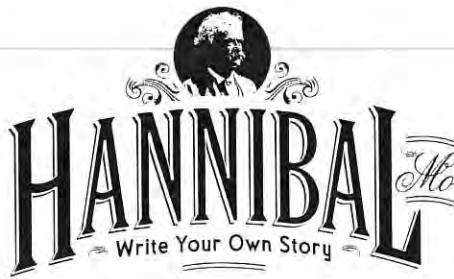
ADOPTED this _____ day of _____, 2023

APPROVED this _____ day of _____, 2023

Michael Dobson, Mayor Pro Tem

ATTEST:

Melissa Cogdal, City Clerk



MEMORANDUM

TO: Mayor Hark and City Council Members

FROM: Bianca Quinn, Finance Director

DATE: July 12, 2023

SUBJECT: Public Hearing Request- 2023 Ad Valorem Property Tax Levy

The Marion and Ralls County's 2023 aggregate assessed valuations should be received by the City no later than July 31, 2023. In order comply with the Missouri State Auditor requirements to set the 2023 ad valorem property tax rate, the City Council must first hold a public hearing.

Following the public hearing, an ordinance will be presented to adopt the proposed tax rate, as approved by the State Auditor, which is based upon prior year tax information and assessed valuations. The State Auditor's Office will prepare pro formas (tax rate forms) which authorize the 2023 tax rate ceiling.

I request Council approval to set a public hearing for the purpose of discussing the 2023 ad valorem property tax rates for the City's General, Police & Fire Retirement, and Library funds for Tuesday, August 15, 2023, at 6:15 p.m.

*Due to time constraints with State deadlines, the ordinance to adopt the proposed tax rate will require an emergency reading during the Council Meeting directly following the public hearing.



To: City Council
From: Candy Golian – DPW Management Assistant
Re: Code Amendments
Date: July 6, 2023

Planning and Zoning Commission held their public hearing on Thursday, June 15, 2023, to amend:

Chapter 29 Article III – Design and Development Standards
Section 29-114, Sidewalks - Subsection A

Chapter 9 Article II – Erosion Control and Cleanup
Section 9-28, Construction Site Waste

Chapter 9 Article IV – Stormwater Runoff Management
Section 9-186, Applicability – Subsection C

P & Z unanimously agreed upon these changes and are recommending the Council to set a public hearing for Tuesday, August 1, 2023 at 6:15 p.m.



MEMO
Proposal to Promote Transparency and Accountability with
Monthly Management Report

TO: City Council

We propose putting our request to mandate a monthly Management Report on the November ballot.

To make our proposal more palatable to our peers we have made a few tweaks:

- now called a Management report, not a City Manager's report
- would require and include a written report from the City Clerk
- would require and include written reports from department heads

Unchanged from our past eleven requests we still seek to mandate:

- that the highlights from the monthly Management Report be verbally presented by the City Manager at a regularly scheduled Council meeting

After the last meeting First Ward City Councilman Darrell McCoy came to us to broker a deal, offering his support in exchange for removing the requirement for verbal presentation. We much appreciate the outreach.

As far as we know, Mr. McCoy's proposal will only garner us one additional vote, which is still a losing effort. More importantly, even if the watered down request for a common sense best practice did pass, it does not matter.

Council has a recent and extensive track record of not enforcing directives and even ordinances we pass.

From our perspective, the only way to rectify this is to ask the voters for their direction. Council might act in bad faith with us, but we hope they have more respect for the will of Hannibal.

If Council agrees to put this on the November ballot we will in turn agree to no longer put our ordinance update request on the agenda at each meeting.

If Council does not agree to put a monthly Management Report on the November ballot we will put our request on every agenda until common sense prevails.

Additionally, if Council does not agree to put a monthly Management Report on the November ballot, we will collect signatures to do it ourselves for a future ballot, in fact, multiple citizens have already offered to help, without any solicitation.

We would like Council, to direct the City Attorney to draft ballot language for Council approval for the November 2023 special election, so that Council has time to call the requisite number of special meeting(s) for the requisite number of reading(s) before the August 1st deadline, to update Chapter 2, Article III - City Council, Division 2, Rules and Order of Business, Section 2-172, mandating a Management Report be compiled in writing monthly including reports from the City Manager, City Clerk, and City department heads, and be verbally presented with relevant highlights by the City Manager for Council approval at one regularly scheduled Council Meeting per Month.

FROM:

Charles Phillips, Councilperson for Hannibal's 4th Ward

Stephan Franke, Councilperson for Hannibal's 3rd Ward