

## ***OFFICIAL PUBLIC COMMENTING***

**Tuesday, November 21, 2023  
Council Chambers  
6:30 p.m.**

### **COUNCIL RULES REGARDING PUBLIC SPEAKING**

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

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

*City of Hannibal*  
**OFFICIAL COUNCIL AGENDA**

**Tuesday, November 21, 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](http://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  
Regular Scheduled Council Meeting – November 7, 2023**

**APPROVAL OF PAYROLL AND CLAIMS  
First Half – November 2023**

**BILL NO. 23-031**

**AN ORDINANCE OF THE CITY OF HANNIBAL VACATING A  
TRACT OF LAND KNOWN AS CHOTEAU STREET, WHICH IS  
PART OF BUCHANAN'S ADDITION, CITY OF HANNIBAL,  
MARION COUNTY, MISSOURI**

**Second & Final Reading**

**BILL NO. 23-033**

**AN ORDINANCE OF THE CITY OF HANNIBAL PROVIDING FOR  
A MUNICIPAL ELECTION TO BE HELD, TUESDAY, APRIL 2, 2024,  
FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS OF THE  
FIRST (1<sup>st</sup>), THIRD (3<sup>rd</sup>) AND SIXTH (6<sup>TH</sup>) WARDS**

**Second & Final Reading**

**MELISSA COGDAL – CITY CLERK  
Re: Certification of Election, November 2023**

**I, Melissa Cogdal, City Clerk of Hannibal, Missouri, do hereby certify that the following is  
a complete and true copy of the Certification of Election, held on November 7, 2023, as  
certified to me by the Marion and Ralls County Clerks.**

**Witness my Hand and the Seal  
Of the City of Hannibal. Done  
This 17<sup>th</sup> day of November 2023.**

**CERTIFICATION OF ELECTION  
Results of the Municipal Election of  
November 7, 2023**

For Mayor:

**Barry E. Louderman**  
**Kristy Kay Trevathan**  
**Steve Colyer**

Total  
**1,487**  
**1,247**  
**25**

**Declaring Barry E. Louderman winner of the Mayor seat.**

**Proposition R**

**Shall the City of Hannibal enact an ordinance which mandates a Management Report be compiled in writing monthly including reports from the City Manager, City Clerk, and City department heads.**

	<u>Yes</u>	<u>No</u>
Marion County	2,409	296
Ralls County	<u>19</u>	<u>2</u>
<b>TOTAL VOTES</b>	<b>2,428</b>	<b>298</b>

**Showing a total vote of 2,726 for Proposition R for the City of Hannibal: 2,428- YES and 298 - NO votes; declaring Proposition R having passed by 298 votes.**

**ADJOURNMENT**

*Sine-Die*

**Re: Oath of Office**

➤ *Mayor- Barry E. Louderman*

**ROLL CALL**

**CALL TO ORDER**

**KATY WELCH - HISTORIC HANNIBAL MARKETING COUNCIL**

**Re: Request, Street Closures – Christmas Living Windows**

*Saturday, December 9, 2023 – 3:00 p.m. – 8:00 p.m.*

**KEVIN KRUSE – LOAFERS CAR CLUB**

**Re: Request, Street Closures – Loafers 28<sup>TH</sup> Annual Car Show**

*Saturday, May 11, 2024 – 6:00 a.m. – 5:00 p.m.*

**LARRY CRAIG – STORMWATER ACTION COMMITTEE MEMBER**

**Re: Hannibal Stormwater Fee Ordinance**

**STEPHAN FRANKE – 3<sup>RD</sup> WARD COUNCIL MEMBER**

**Re: Public Comment Period**

**JAMES LEMON – CITY ATTORNEY**

**Re: Hannibal Business and Technology Park Covenants**

*(Resolution No. 2498-23, to follow)*

**ANDY DORIAN - DIRECTOR – CENTRAL SERVICES**

**Re: Approval of TAP Grant Agreement**

**Transportation Alternatives Program Grant- \$292,165.60**

*(Bill No. 23-035, to follow first reading)*

**Re: Sale of City Owned Property**

**1512 Guernsey Street- River Peak Property L.L.C. - \$575.00**

*(Resolution No. 2487-23, to follow)*

**JACOB NACKE, POLICE CHIEF - HANNIBAL POLICE DEPARTMENT**

**Re: Engineering Service Agreement- MECO Engineering - \$37,400**

*(Resolution No. 2488-23, to follow)*

**Re: LEPTA Grant Award Agreement**

**US Department of Homeland Security- Mobile Video Traylor- \$43,900**

**Re: EMPG Grant – FEMA Grant Award Agreement  
Emergency Management Performance Grant- \$2,750**

**MIKE MCHARGUE – BUILDING INSPECTOR**

**Re: Request, to Set Public Hearing  
Code Amendment Revising Chapter 29 & 32**

**DARRIN GORDON – GENERAL MANAGER, BOPW**

**Re: Stormwater Funding Ballot Initiative  
(Bill No. 23-034, to follow, first reading)**

**RESOLUTION NO. 2487-23**

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING  
THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO  
RIVER PEAK PROPERTIES LLC FOR THE SALE OF CITY  
OWNED PROEPRTY LOCATED AT 1512 GUERNSEY IN THE  
AMOUNT OF \$575.**

**RESOLUTION NO. 2488-23**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
\$37,400 ENGINEERING SERVICE AGREEMENT BETWEEN THE  
CITY OF HANNIBAL AND MECO ENGINEERING FOR THE  
DESIGN, AND REPLACEMENT OF THE ROOF AT THE  
HANNIBAL POLICE DEPARTMENT.**

**RESOLUTION NO. 2489-23**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN  
COVENANTS AND RESTRICTIONS IN REGARD TO THE  
HANNIBAL BUSINESS AND TECHNOLOGY PARK**

**BILL NO. 23-034**

**AN ORDINANCE OF THE CITY OF HANNIBAL CALLING  
A MUNICIPAL ELECTION TO BE HELD TUESDAY,  
APRIL 2, 2024, TO ALLOW HANNIBAL VOTERS TO  
CONSIDER THE IMPLEMENTATION OF A FEE FOR THE  
PURPOSE OF MAINTAINING AND IMPROVING THE  
CITY'S UNDERGROUND STORMWATER CONVEYANCE  
SYSTEM, *PROPOSITION S***

**First Reading**

**BILL NO. 23-035**

**AN ORDINANCE OF THE CITY OF HANNIBAL AUTHORIZING  
THE MAYOR TO EXECUTE A PROGRAM AGREEMENT WITH  
THE MISSOURI HIGHWAYS AND TRANSPORTATION  
COMMISSION FOR THE TRANSPORTATION ALTERNATIVE  
PROGRAM (TAP) GRANT RELATIVE TO CONSTRUCTION OF  
NEW SIDEWALKS AND ADA IMPROVEMENTS ON MARKET  
STREET FROM**

**SOUTH ARCH TO GRAND.**

**First Reading**

**CLOSED SESSION**

*In Accordance with RSMo 610.021 (1) & (2)*

**ADJOURNMENT**





Return to:  
Office of the City Clerk  
Attn: Britta Dooley  
320 Broadway Hannibal, MO 63401  
Ph. (573) 221-0111 ext. 221  
Fax (573) 221-8191  
Email to: bdooley@hannibal-mo.gov

### SPECIAL EVENT APPLICATION

(Council Meetings are the 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays of each month)

**Deadline for Submission: Wednesday, Prior to Council Meeting**

Today's Date: 11/14/23 Date you wish to be placed on Agenda: 11/21/23  
Your Organization: H+MC Special Event: Christmas Living Windows  
Date(s) of Event: 12/9/23 Requested Times (from-to): 3pm - 8pm  
Description of Activity: Requesting street closure on Main Street for pedestrians during Living Windows. Also some food booths will be set up in the 400 block of main.  
Primary Contact Person(s): Katy Welch Home Phone: \_\_\_\_\_  
Work Phone: 573-221-1017 Cell Phone: 573-719-0252 E-mail: \_\_\_\_\_  
Assistance Needed (location, etc.): Police assistance clearing cars at 3:00pm. Temporary barricades placed at intersections, and No Parking after 3pm Sandwich boards placed by street department.

#### DEPARTMENTAL COMMENTS (office Use)

Police: This will be at no extra cost to HPD. Dept. Cost: Ø  
-Chief J. Nacke  
Fire: No issue with this event. Dept. Cost: Ø  
-Chief Ryan Neisen  
BPW: The HBPW has no issues. Dept. Cost: Ø  
-Darrin Gordon  
Building Inspector: No comments or concerns with this event. Dept. Cost: Ø  
-B. Inspector's Office

Parks: Parks has no objections.

Dept. Cost: Ø

- Andy Dorian

Street: Streets has no objections.

Dept. Cost: Ø

- Andy Dorian

Tourism: Looking forward to this event.

Dept. Cost: Ø

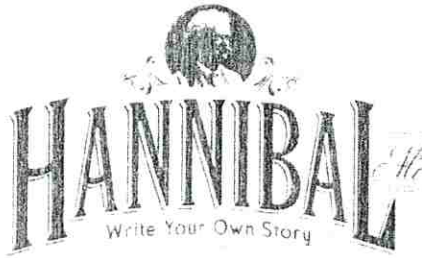
- T. O'Cheltree

Administration: Approval upon certificate of insurance.

Dept. Cost: Ø


- Clerk's Office

STAFF RECOMMENDS: \_\_\_\_\_



## Hold Harmless and Insurance Requirements

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

  
By

HHC President

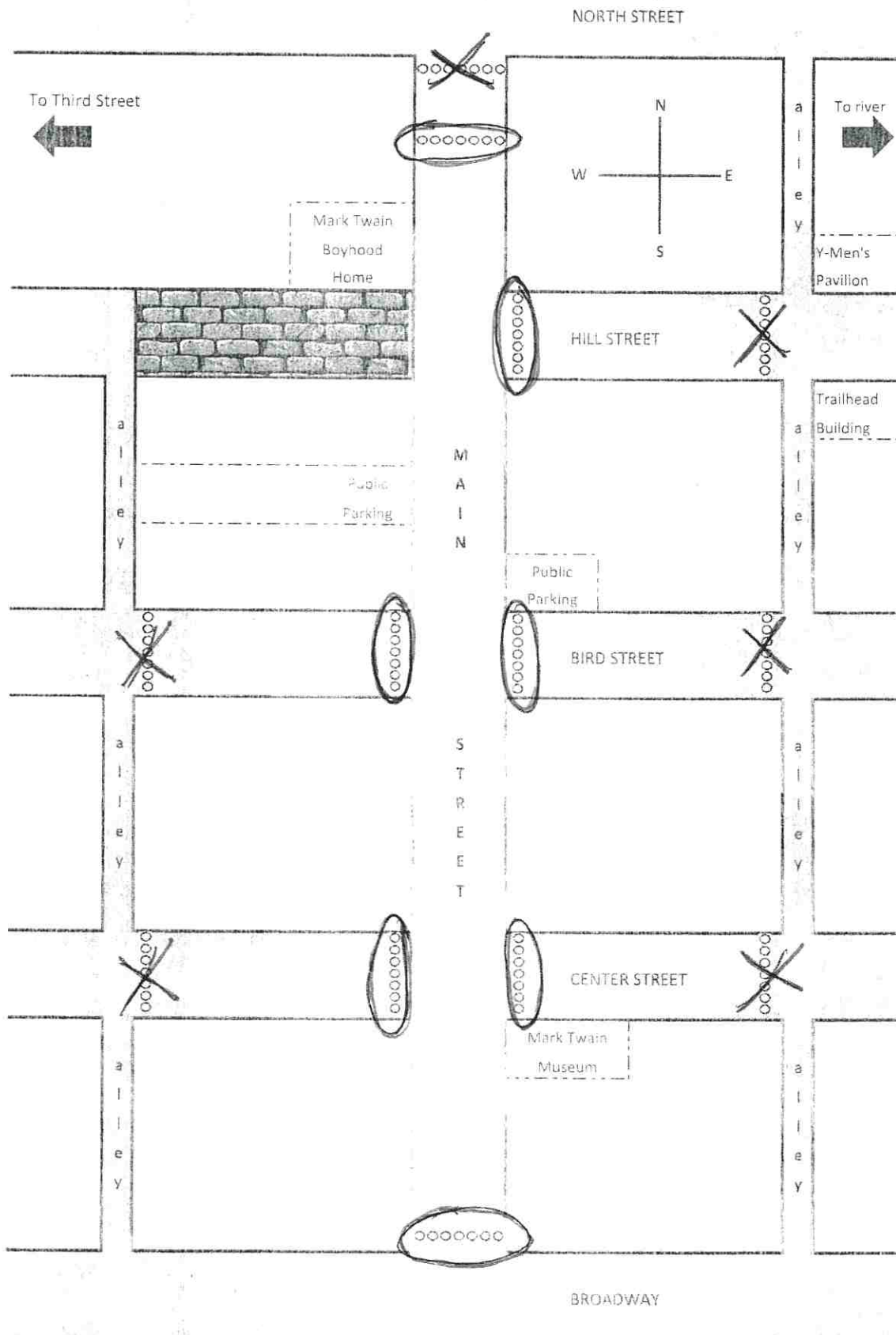
Title

11/14/23

Date

For temporary barricades  
HISTORIC DISTRICT - PROPOSED STREET CLOSURES (Bollard Placement)

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







# CITY OF HANNIBAL

## Special Event Safety Plan

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

### I. GENERAL

Event Name Christmas Living Windows Date of Event 12/9/23  
Location/Address/Facility Name Main Street from Broadway to North  
Expected Number of Attendees: 1000+

### II. PURPOSE

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

### III. ASSUMPTIONS

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

### IV. BASIC PLAN

#### A. EAP Event Representative

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

Primary Contact: Katy Welch

Cell Phone: 573-719-0252

## B. Emergency Notification

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

2. Will on-site EMS be provided?

☐ Yes ☒ No

If yes, contact name and phone \_\_\_\_\_

3. Will on-site security be provided?

☐ Yes ☒ No

If yes, contact name and phone \_\_\_\_\_

## C. Severe Weather

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

## D. Fire

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

☐ Yes ☒ No

If yes, what has been identified? \_\_\_\_\_

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

#### E. Medical Emergencies

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

#### F. Law Enforcement

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

#### G. Emergency Vehicle Access

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

#### V. CONTACT INFORMATION

Primary Contact: Katy Welch Cell Phone: 573-719-0252  
Secondary Contact: McKenzie Disselhorst Cell Phone: 573-239-2251

*Dial 911 in case of emergency*

**Return to:**

Office of the City Clerk

Attn: Britta Dooley

320 Broadway Hannibal, MO 63401

Ph. (573) 221-0111 ext. 221

Fax (573) 221-8191

Email to: bdooley@hannibal-mo.gov

**SPECIAL EVENT APPLICATION**(Council Meetings are the 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays of each month)**Deadline for Submission: Wednesday, Prior to Council Meeting**Today's Date: 11.06.2023 Date you wish to be placed on Agenda: 11.21.2023Your Organization: Loafers Car Club Special Event: Loafers 28<sup>th</sup> Annual Car ShowDate(s) of Event: May 11<sup>th</sup> 2024 Requested Times (from-to): 6:00am - 5:00pmDescription of Activity: a car show down main street.Primary Contact Person(s): Kevin Kruse Cell Phone: 217.430.1268Work Phone: — E-mail: 98emeraldsg@gmail.comAssistance Needed (location, etc.): the Loafers are requesting road closures from the corner of Broadway and Main Street down to the corner of Main and Hill Street as well as closures of all alley's off Main Street from Broadway to the corner of Main & Hill (center, Bird & Hill).**DEPARTMENTAL COMMENTS** (office Use)Police: No problem or extra cost for HPD. Dept. Cost: Ø-Chief J. NackeFire: No issue with this event. Dept. Cost: Ø-Chief Ryan NeisenBPW: The HBPW has no issues. Dept. Cost: Ø-Darrin Gordon



Building Inspector: No comments or concerns with Dept. Cost: Ø  
this event. -B. Inspector's Office

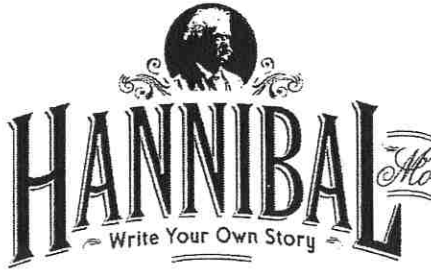
Parks: Parks has no objections. Dept. Cost: Ø  
-Andy Dorian

Streets: Streets has no objections. Dept. Cost: Ø  
-Andy Dorian

Tourism: No concerns with this event. Dept. Cost: Ø  
-Trisha O'Cheltree

Administration: All documents have been obtained Dept. Cost: Ø  
& are on file in the Clerk's Office. -Clerk's Office

STAFF RECOMMENDS:



## Hold Harmless and Insurance Requirements

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

John G. Buckman  
By

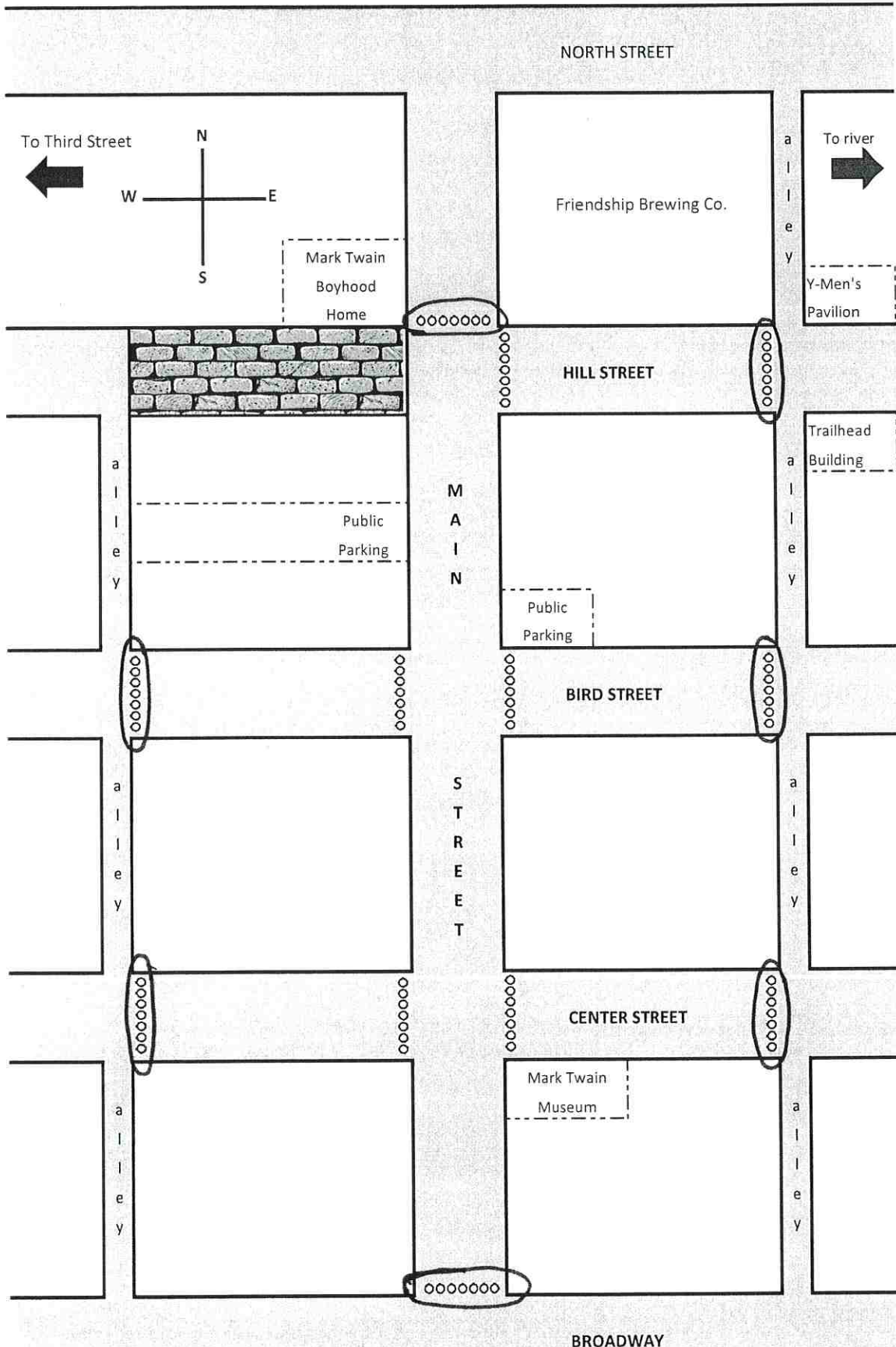
Title

Secretary

11-6-23

Date

# HISTORIC DISTRICT - REQUESTED STREET CLOSURES



○ ○ ○ ○ ○ ○ Indicates the optional road closures, ONLY circle those where you request to have the road closed.  
If you wish to have bollards in place rather than barricades please specify.



# CITY OF HANNIBAL

## Special Event Safety Plan

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

### I. GENERAL

Event Name Loafers Car Show Date of Event May 11<sup>th</sup>, 2024  
(All of main)  
Location/Address/Facility Name Corner of Broadway & Main St. to Corner of Main & Hill St.  
All alley's off Main St. (center, Bird & Hill).  
Expected Number of Attendees: 350-400 Vehicles

### II. PURPOSE

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

### III. ASSUMPTIONS

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

### IV. BASIC PLAN

#### A. EAP Event Representative

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

Primary Contact: Kevin Kruse

Cell Phone: 217.430.1268

## B. Emergency Notification

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

2. Will on-sight EMS be provided?

☐ Yes ☒ No

If yes, contact name and phone \_\_\_\_\_

3. Will on-site security be provided?

☐ Yes ☒ No

If yes, contact name and phone \_\_\_\_\_

## C. Severe Weather

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

## D. Fire

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

☐ Yes ☒ No

If yes, what has been identified? \_\_\_\_\_

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

E. Medical Emergencies

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

F. Law Enforcement

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

G. Emergency Vehicle Access

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

V. CONTACT INFORMATION

Primary Contact: Kevin Kruse Cell Phone: 217.430.1268  
Secondary Contact: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

*Dial 911 in case of emergency*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2023

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

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

<b>PRODUCER</b> Trust GDC Ins. Svcs. a Division of First State Ins. 123 N. 6th Street  Hannibal MO 63401	<b>CONTACT NAME:</b> Ruth Heffner <b>PHONE (A/C, No, Ext):</b> (573) 324-9848 <b>FAX (A/C, No):</b> (573) 324-9844 <b>E-MAIL ADDRESS:</b> rheffner@fsia.bz																					
<b>INSURED</b> Loafers Car Club 409 E Second St.  New London MO 63459	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>The Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	The Cincinnati Insurance Company	10677	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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**COVERAGES****CERTIFICATE NUMBER:** 2023 Certificate**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:  <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0168068	10/15/2023	10/15/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E L EACH ACCIDENT</td><td>\$</td></tr><tr><td>E L DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E L DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E L EACH ACCIDENT	\$	E L DISEASE - EA EMPLOYEE	\$	E L DISEASE - POLICY LIMIT	\$																
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E L DISEASE - POLICY LIMIT	\$																														

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

C2026 04 13 Additional Insured-Designated Person or Organization

**CERTIFICATE HOLDER****CANCELLATION**

City of Hannibal

320 Broadway

Hannibal

MO 63401

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

CITY OF HANNIBAL CITY HALL  
320 BROADWAY  
HANNIBAL, MO 63401

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

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

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

However:

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

that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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



STATE OF MISSOURI       )  
County of Marion       )  
City of Hannibal       )


I, Melissa Cogdal, City Clerk of Hannibal, Missouri, do hereby certify that the attached is a complete and true copy of the Certification of Election, held on November 7, 2023, as certified to me by the Marion and Ralls County Clerks.

Witness my Hand and the Seal  
Of the City of Hannibal. Done  
the 17th day of November 2023.

(SEAL)

  
\_\_\_\_\_  
Melissa Cogdal, City Clerk

ATTEST:

  
\_\_\_\_\_  
Candy Golian, Deputy City Clerk

**CERTIFICATION OF ELECTION**  
**Results of the Special Election held.**  
**November 7, 2023**

The City Clerk gave the following results from the election:

For Mayor	:	<u>Total</u>
Barry E. Louderman		1,487
Kristy Kay Trevathan		1,247
Steve Colyer		25
<b>Total Votes</b>		<b>2,759</b>

**Declaring Barry Louderman winner of the Mayor election.**

**Proposition R**

**Shall: "the City of Hannibal, enact an ordinance which mandates a Management Report be compiled in writing monthly including reports from the City Manager, City Clerk, and City department heads."**

	<u>Yes</u>	<u>No</u>
Marion County	2,409	296
Ralls County	19	2
<b>TOTAL VOTES</b>	<b>2,428</b>	<b>298</b>

**Showing a total vote of 2,726 for Proposition R for the City of Hannibal: 2,428 - YES and 298 - NO votes; declaring Proposition R having passed by 298 votes.**

**We the undersigned Council Members hereby certify that the attached Certification of Election is correct as taken from the tally sheets provided by the Marion County and Ralls County Clerks for the Special Election held on November 7, 2023.**

---

Darrell McCoy, Council Member First Ward

---

Michael J. Dobson, Council Member Second Ward

---

Stephan Franke, Council Member Third Ward

---

Charles Phillips, Council Member Fourth Ward

---

Colin Welch, Council Member Fifth Ward

---

Nathan Munger, Council Member Sixth Ward

CERTIFICATION OF ELECTION RESULTS  
BY COUNTY CLERK

To BRANDY FLYNN Clerk of RALLS COUNTY District

The following is an Official Certificate of Election Results of the **Special** Election held at **Clay** Precinct, **All Twp. Ralls County, Missouri**, on **November 7<sup>th</sup>, 2023**. We hereby certify that:


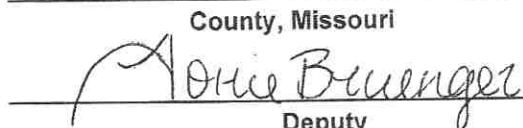
**City of Hannibal - Mayor**

BARRY E. LOUDERMAN:6  
KRISTY KAY TREVATHAN:14  
STEVE COLYAR:1

CERTIFICATE OF ELECTION RESULTS

I, **Brandy Flynn**, County Clerk/Election Authority of **Ralls** County, Missouri, do hereby certify that the foregoing is a full and accurate return of all votes cast for the above-named Election for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.



  
\_\_\_\_\_  
County Clerk/Election Authority  
**RALLS**  
\_\_\_\_\_  
County, Missouri  
  
\_\_\_\_\_  
Deputy

CERTIFICATION OF ELECTION RESULTS  
BY COUNTY CLERK

To BRANDY FLYNN Clerk of RALLS COUNTY District

The following is an Official Certificate of Election Results of the **Special Election** held at **Clay Precinct, All Twp. Ralls County, Missouri**, on **November 7<sup>th</sup>, 2023**. We hereby certify that:

**City of Hannibal – Proposition R**

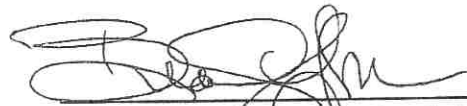
YES:19

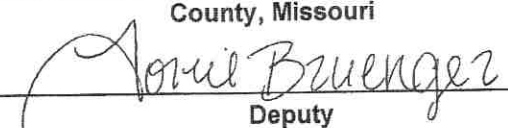
NO:2

CERTIFICATE OF ELECTION RESULTS

I, **Brandy Flynn**, County Clerk/Election Authority of **Ralls County, Missouri**, do hereby certify that the foregoing is a full and accurate return of all votes cast for the above-named Election for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.



  
\_\_\_\_\_  
County Clerk/Election Authority  
**RALLS**

\_\_\_\_\_  
County, Missouri  
  
\_\_\_\_\_  
Deputy

# CERTIFICATION

OF ELECTION RESULTS  
AT THE SPECIAL ELECTION OF  
NOVEMBER 7, 2023  
SPECIAL ELECTION

## City of Hannibal

FOR MAYOR THREE (3) YEAR TERM TO EXPIRE APRIL 2025

Vote for One

BARRY E. LOUDERMAN	1481
KRISTY KAY TREVATHAN	1233
STEVE COLYAR	24


## PROPOSITION R

Shall the City of Hannibal enact an ordinance which mandates a Management Report be compiled in writing monthly including reports from the City Manager, City Clerk, and City departments heads.

YES	2,409
NO	296

I, Marla Meyers, County Clerk and Election Authority for and within the County of Marion, Missouri, do hereby certify the foregoing to be a true and accurate accounting of the votes cast at the election held in said county on Tuesday, November 7, 2023.

Whereupon, I have set my hand and affixed the seal of this Office in Palmyra, Missouri, on the 14<sup>th</sup> day of November 2023.



Marla Meyers  
County Clerk and Election Authority

## Melissa Cogdal

---

**From:** Darrin Gordon <dgordon@hannibalbpw.org>  
**Sent:** Monday, November 13, 2023 4:22 PM  
**To:** charris@hannibalbpw.org; Melissa Cogdal  
**Cc:** Larry Craig  
**Subject:** Hannibal Stormwater Fee Ordinance Final 11.3.23  
**Attachments:** Hannibal Stormwater Fee Ordinance Final 11.3.23.pdf; MEMO - Stormwater Ballot Memo to City Council November 2023-FINAL.pdf

Melissa- would you please put the attached on the Mayor and City Council agenda for the 21st. It will be contingent on it being approved by the HBPW Board at the November 20<sup>th</sup> meeting.

I will present the information and Larry Craig- member of the Stormwater Action Committee (SWAC) would also like to speak.

Thank you,  
Darrin

**MEMO**  
**Public Comment Period**

**TO: Hannibal City Council**

We ask that City Council agree to move the public comment section from the 6:30 time slot into the actual 7:00 City Council meeting that requires a quorum and is video recorded for the public to view.

In our opinion it would be best to put the public comment period after the standard public speaking portion where folks come to ask for street closures, etc and BEFORE City Staff come to present items, that way members of the public who attend meeting specifically for street closure types of request are not held at the meetings for longer than is necessary.

Changing the structure of the public comment period would require a simple majority vote to alter the rules Council adopted on January 17th, 2023. Updating the rules in our suggested way would bring us more closely in line with the HBPW and School Board and streamline the process in which the public can seek transparency and accountability from us, the Council, who are here to serve them.

In closing, to reiterate again, we ask that City Council alter the rules we passed on January 17th, 2023 to shift the public comment period from 6:30 into the actual 7:00 meeting as the ordinance passed on December 6th, 2022 called for in the first place.

**FROM:**

**Charles Phillips, Councilperson for Hannibal's 4th Ward**

**Stephan Franke, Councilperson for Hannibal's 3rd Ward**



RESOLUTION NO. 2489-23

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN  
COVENANTS AND RESTRICTIONS IN REGARD TO THE  
HANNIBAL BUSINESS AND TECHNOLOGY PARK**

**WHEREAS**, the City of Hannibal, a Municipal Corporation of the State of Missouri is the owner of certain real property located in Marion County Missouri.

**AND WHEREAS**, the City Council of said City of Hannibal wishes to develop said property as a Business and Technology Park in order to encourage business and growth within the confines of the City of Hannibal.

**AND WHEREAS**, as a part of such development, the Council has determined that it is reasonable, appropriate and in the best interests of the Citizens of Hannibal that such Business and Technology Park be governed by Covenants and Restrictions.

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

**SECTION ONE:** That the Mayor is hereby authorized to sign on behalf of the City of Hannibal the attached Covenants and Restrictions, and record same in the land records of Marion County, Missouri.

**SECTION TWO:** That upon signature the City clerk is directed to record the Covenants and Restrictions in the Land Records of Marion County, Missouri.

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
HON. BARRY LOUDERMAN  
MAYOR, CITY OF HANNIBAL, MO

ATTEST:

\_\_\_\_\_  
Melissa Cogdal, City Clerk

## **HANNIBAL BUSINESS AND TECHNOLOGY PARK COVENANTS AND RESTRICTIONS**

**I. INTRODUCTION:** The City of Hannibal, Missouri, a Missouri municipal corporation, GRANTOR, is the owner of a tract of land which is intended to be utilized as The Hannibal Business and Technology Park, said park described as follows, to wit:

### **LEGAL DESCRIPTION**

The purpose of these restrictions and covenants is to promote the orderly development of said real estate as an industrial park for the benefit of the citizens of Hannibal, and further then to impose on it mutual and beneficial restrictions, covenants, and conditions, under a general plan or scheme of improvement for the benefit of the Real Estate and the future Owners of the Real Estate. Land sold in the business and technology park is intended to be used to provide employment for the citizens of Hannibal and the surrounding area. These restrictions and covenants are intended to touch and concern and run with the land.

**II. DEFINITIONS:** The following terms as used in these restrictions and covenants shall be defined as follows:

A. "Business or commercial uses": any calling, occupation, trade, or undertaking for the purpose of a livelihood or profit, including, but not limited to, any commercial retail, professional, repair, outlet, service or supply activity; the term does not include an industrial use.

B. "Industrial use": any manufacturing, production, processing, cleaning, treating, storage and distribution activities; the term does not include manufacturing, production, processing, cleaning, treating, storage and distribution activities in connection with on premise retail sales of goods or services.

**III. SITE USE LIMITATIONS:** All persons, firms or corporations owning or using land within said industrial park shall observe and comply with the Code of Ordinances for the City of Hannibal, Missouri, in addition to complying with these restrictions and covenants.

A. The Hannibal Business and Technology Park shall be used for business or commercial uses and industrial uses only, except as otherwise provided herein. Owners may provide one cafeteria or food court for the use of its employees and visitors only. Gambling, gaming or betting parlors; high traffic retail sales or retail service businesses; or residential occupancy, are all specifically prohibited.

B. Use of property located within The Hannibal Business and Technology Park for the purpose of junk yards, creosote treatment or creosote manufacturing operations, animal penning or slaughtering operations, is further prohibited.

**IV. LOADING AREAS:** All loading and unloading operations and vehicle maneuvering shall be off-street. All loading and maneuvering areas shall be paved with Portland Cement and heavy-duty asphaltic concrete in accordance with the City Code of Ordinance.

**V. STORAGE AREAS:** Outside storage in any required setback is prohibited. All outside storage areas visible from any point along a street within the subdivision shall be screened with fences, buildings, walls, landscaping or any combination of such.

**VI. MAINTENANCE AND LANDSCAPING:** The owner of any lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition. Each lot owner will be responsible for maintenance of the property up to the edge of the pavement on streets abutting the lot, including all lawn and landscaped areas, walks, driveways and building exterior. That portion of each lot which is not improved through the construction of buildings, parking facilities, loading facilities, storage areas and lawn areas shall be appropriately landscaped consisting of grass, trees, shrubs, flowers, and other normal organic lawn materials where possible. All landscaping shall be maintained alive and in good condition at all time. The owner shall remove at owner's expense any rubbish or debris of any character whatsoever which may accumulate on said lot. All trash, liter and debris shall be kept in appropriate closed receptacles at all time and all trash receptacles shall be screened with fences, walls, landscaping or any combination of which eliminates visibility of such receptacle from all public streets and adjacent lots.

**VIII. PARKING FACILITIES:** All vehicular parking whether customer, visitor, or employee shall be off-street. There shall be maintained on each lot facilities for parking, loading and unloading sufficient to serve the normal requirements for the business or industry conducted thereon without using adjacent streets; and no regular use shall be made of any lot which will attract parking in excess of the parking spaces then available. All parking areas shall be hard surfaced with either Portland Cement or asphaltic concrete.

**IX. LIGHTING:** All lights that are mounted on buildings or on poles or fixtures anywhere in the park shall be designed and installed with proper shielding and downward orientation so as to minimize light pollution and light trespass.

**X. CONSTRUCTION STANDARDS:** All buildings erected shall meet the following standards:

(1) The finished exterior sidewalls of every building built in the Hannibal Lakeside Technology Campus shall be of standard construction materials, and shall consist of either brick (which may include dryvit), stone, metal, reinforced concrete, glass, equivalent masonry construction, painted steel or aluminum panels, or a combination of these materials.

(2) All buildings and/or other structures shall meet prevailing building codes, as amended, of the City of Hannibal, Missouri.

(3) All buildings shall be constructed with a substantial quantity of new materials and no used structure shall be located or placed on any Lot. In addition, no trailer, tent, shack, garage or barn or other similar outbuilding shall be constructed on any Lot or used by the Owner or any tenant (except that a trailer, temporarily, may be placed on a Lot in connection with building construction), nor shall any structure of a temporary character be maintained upon any Lot, except during periods of construction or special public relations events.

(4) All outbuildings shall be constructed of similar architectural style and materials to the primary building structure. Buildings, including accessory buildings, shall not be constructed of unfinished galvanized steel or sheet aluminum for exterior walls or roof. All appurtenant equipment, including roof mounted units, shall be screened from ground level view from any public street or any lot.

(5) All persons, firms or corporations owning or using land within the park, and all buildings or structures located within the industrial park, shall comply and conform with the Code of Ordinances for the City of Hannibal, Missouri.

**XI. SIGHT LINES:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain within the triangle formed by the street property lines and a line connecting them to points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded property corners, from the intersection of the street lines extended, the same sight line limitations shall apply on any lot within (10) feet of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height of prevent any such obstruction of such sight lines.

**XII. COMPLIANCE WITH GOVERNMENT REGULATIONS:** The owner of any lot shall at all times and in all respects comply with all government, health, fire and police requirements and regulations, and shall require all employees to do so while on the property.

**XIII. HAZARDOUS AND TOXIC SUBSTANCES:** The storage, use or disposal of any hazardous or toxic substance on any Lot or building located thereon by any Owner or occupant thereof shall be strictly prohibited unless such storage, use or disposal is in strict compliance with all laws, statutes, rules and regulations related thereto.

**XIV. DURATION AND ENFORCEMENT:** These restrictions and covenants shall touch and concern, and shall further run with the land and shall be binding upon the present and future owners of the property for a period of thirty (30) years from the date these restrictions and covenants are recorded in the plat records of Marion County, Missouri, and shall be automatically extended and renewed for successive periods of ten (10) years each, unless the City of Hannibal by resolution either terminates or modifies said restrictions and covenants as provided herein. If any person, firm or corporation violates or attempts to violate the terms of these restrictions and covenants, then the City of Hannibal or alternatively any owner of property covered by these restrictions and covenants may prosecute any proceedings at law or in equity against the person, firm or corporation so violating or attempting to violate these restrictions and covenants.

**XV. MODIFICATION:** These Covenants and Restrictions may be modified by a vote of 2/3 of the owners of the property, provided however that such modification shall be required to be approved by the City of Hannibal, Missouri, by resolution of the City Council of the City of Hannibal, Missouri, and any such modification of these restrictions and improvements shall be effective from the date a certified copy of said resolution is recorded in the Deed Records of Marion County, Missouri. Any improvements, buildings or uses of property within The Hannibal Lakeside Business and Technology Park that are in existence, or under construction, in compliance with these restrictions and covenants, shall be exempt from any modified restrictions and covenants but subject to these original restrictions and covenants. Any new improvements, buildings or uses of property within The Hannibal Lakeside Business and Technology Park subsequent to the filing of a certified copy of a resolution modifying the restrictions and covenants shall be governed by the modified restrictions and covenants. In the event an existing improvement or building which is exempt from the modified restrictions and covenants as provided herein, becomes more than 50% destroyed or damaged, then the repair, rebuilding and subsequent use of such improvement, building and property shall be subject to and comply with the modified restrictions and covenants. In the event an existing building or improvement, which is exempt from the modified restrictions and covenants as provided herein, shall become less than 50% destroyed or damaged, then, provided the repairs are completed within 6 months, said existing improvement or building or use shall continue to be exempt from said modified restrictions and covenants but subject to these original restrictions and covenants.

**XVI. SEVERABILITY:** If any one or more provisions of these restrictions and covenants shall be invalid, illegal, inoperative or unenforceable by judgment or Court Order, or otherwise, the remaining provisions shall remain in full force and effect.

The foregoing restrictions and covenants of The Hannibal Lakeside Business and Technology Park are hereby adopted and approved by resolution of the City Council of the City of Hannibal, who have directed the signature of this instrument by the mayor.

In witness whereof, we have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**HON. BARRY LOUDERMAN**  
**MAYOR, CITY OF HANNIBAL, MO**

**ATTEST:**

\_\_\_\_\_  
**Melissa Cogdal, City Clerk**



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



---

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

FROM: Andrew Dorian

DATE: 11/15/2023

RE: 2023 TAP Grant Program Agreement Ordinance

The City of Hannibal was notified that we were awarded a Transportation Alternatives Program Grant through the Missouri Highways and Transportation Commission for the replacement of sidewalk on Market Street in front of Eugene Field and St. John's Lutheran School.

The City has been awarded \$292,165.60 which is 80% of the proposed \$365,207 project estimate.

The Department of Public Works recommends that the Mayor be authorized to execute a Program Agreement with the Missouri Highways and Transportation Commission for the Transportation Alternative Program (TAP) Grant to construct sidewalks along Market Street from South Arch Street to Grand Avenue in front of Eugene Field School and St. John's Lutheran School.

BILL NO. 23-035

ORDINANCE NO. \_\_\_\_\_

FIRST READING \_\_\_\_\_

SECOND READING \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE TRANSPORTATION ALTERNATIVE PROGRAM (TAP) GRANT RELATIVE TO CONSTRUCTION OF NEW SIDEWALKS AND ADA IMPROVEMENTS ON MARKET STREET FROM SOUTH ARCH TO GRAND.**

**WHEREAS**, the City of Hannibal has received grant approval for a Transportation Alternative Program (TAP) Grant to construct sidewalks along Market Street from South Arch Street to Grand Avenue in front of Eugene Field School and St. John's Lutheran School, and

**WHEREAS**, execution of a Program Agreement with the Missouri Highways and Transportation Commission is a required first step.

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

**SECTION 1.** The Mayor is authorized to execute a Program Agreement with the Missouri Highways and Transportation Commission for the Transportation Alternative Program (TAP) Grant to construct sidewalks along Market Street from South Arch Street to Grand Avenue in front of Eugene Field School and St. John's Lutheran School,

**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and approval.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Barry Louderman, Mayor

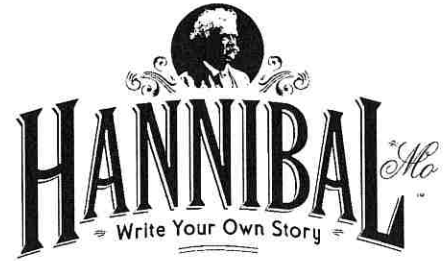


**ATTEST:**

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**Melissa Cogdal, - City Clerk**

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



---

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

FROM: Andrew Dorian

DATE: 10/9/2023

RE: 1512 Guernsey Lot Purchase

River Peak Properties LLC would like to purchase 1512 Guernsey from the City. A title report was completed showing no deed restrictions or liens.

The recommended sale price for this property is \$575 which covers all closing costs.

In addition, the following covenants will be placed on the property.

#### COVENANTS AND RESTRICTIONS

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

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

**This resolution would authorize the Mayor to execute the Transfer of Real Estate Contract and Special Warranty Deed with the sale price of \$575 to River Peak Properties LLC.**

RESOLUTION NO. 2487-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR  
TO EXECUTE A SPECIAL WARRANTY DEED TO RIVER PEAK  
PROPERTIES LLC FOR THE SALE OF CITY OWNED PROEPRTY LOCATED  
AT 1512 GUERNSEY IN THE AMOUNT OF \$575.**

**WHEREAS**, the City of Hannibal is the owner of a vacant lot at 1512 Guernsey,  
and

**WHEREAS**, River Peak Properties LLC would like to purchase this property,  
and

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

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

**SECTION ONE:** That the Mayor is hereby authorized to execute a contract on behalf of  
the City of Hannibal for the sale of a vacant lot at 1512 Guernsey in the amount of \$575  
to River Peak Properties LLC.

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

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

**APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

\_\_\_\_\_  
**MIKE DOBSON, MAYOR PRO TEM**

**ATTEST:**

\_\_\_\_\_  
**MELISSA COGDAL, CITY CLERK**

RESOLUTION NO. 2488-23

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$37,400  
ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF  
HANNIBAL AND MECO ENGINEERING FOR THE DESIGN, AND  
REPLACEMENT OF THE ROOF AT THE HANNIBAL POLICE  
DEPARTMENT.**

**WHEREAS,** The Hannibal Police Department's Roof has exceeded its useful life and has began failing causing leaks, and

**WHEREAS,** The Hannibal Police Department building is essential to public safety, and

**WHEREAS,** MECO Engineering submitted a engineering/architectural/construction management service agreement totaling \$37,400.00 for the design of this project, and

**WHEREAS,** the Police Department has budgeted for this project with funds to be allocated from the infrastructure fund.

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

**SECTION ONE:** That the Mayor is hereby authorized to execute an engineering/architectural management service agreement between the City of Hannibal and MECO ENGINEERING for a lump sum not to exceed amount of \$37,400.00 for the design, and construction management for the roof replacement at the Hannibal Police Department.

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

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

**APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

\_\_\_\_\_  
**Barry Louderman, Mayor**

**ATTEST:** \_\_\_\_\_  
**Melissa Cogdal, City Clerk**



3120 Palmyra Road  
Hannibal, MO 63401  
Phone: 573-221-4048

# CONTRACT

## AUTHORIZATION AGREEMENT

Job Number 208-135 Date 10/31/2023 Requested Commencement Date 10/31/2023  
Client City of Hannibal Order By Andy Dorian  
Address 320 Broadway Telephone 573-221-0111  
Hannibal, MO 63401 Email adorian@hannibal-mo.gov

MECO ENGINEERING COMPANY, INC. (Consultant) is pleased to provide the services described below. The purpose of this document is to obtain your authorization for the work requested and confirm the terms under which these services are provided and the conditions of agreement.

Compensation for services will be as indicated below. If we are required to modify the scope of work at your request or determine during the execution of the work that a modification of scope is required, we will promptly seek a mutually agreeable revision of the scope of work and associated fees or estimate.

Please note the "Standard Provisions of Agreement" on the reverse side of this page.

### SCOPE OF WORK:

Provide engineering/architectural preliminary study phase, design phase, and construction phase services for a proposed roof replacement at the City of Hannibal Police Department building located at 777 Broadway, Hannibal, MO 63401. Scope of services will in general include completing preliminary inspection and report of existing roof, design of waterproofing, membrane or other appropriate roof replacement system, meetings, preparation of construction drawings and technical specifications, bid proposal documents, construction bidding and award documentation, completion of executed construction documents, construction management including contractor pay applications and change order submittals and technical communications with contractor, 40 hours of periodic construction observation, and completion of record drawings and closeout documentation. Services will be provided for a lump sum fee of \$37,400. Additional services, if required and requested by the City of Hannibal, can be provided at published charge out rates.

HOURLY	<u>N/A</u> (as shown on the back of this Agreement)
LUMP SUM	<u>\$37,400.00</u>
OTHER	<u>N/A</u>

To the fullest extent permitted by law, ENGINEER's total liability, for any and all injuries, claims, losses, expenses, or damages arising out of or resulting in any way from the performance of services under this Agreement shall not exceed the total compensation received by the ENGINEER under this agreement.

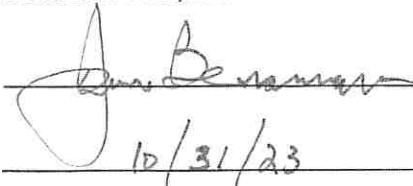
This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of client and consultant.  
Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.  
All fees and other charges will be billed bi-weekly or monthly and will be due within 10 days of billing unless otherwise specified in this agreement.

Client agrees to pay a late payment charge of 1-1/2% per month applied to any unpaid balance commencing thirty (30) days after the date of the original billing, which amounts to an annual interest rate of 19.58%. Client further agrees to pay Consultant's expenses, court costs, and reasonable attorney fees in the event that Consultant refers this agreement to it's attorney.

Accepted For:

MECO ENGINEERING CO., INC.

By

  
Date 10/31/23

Accepted For:

CLIENT

By

\_\_\_\_\_

Date

\_\_\_\_\_

For insurance purposes please sign both copies and return one (1) copy to our office for our files

JDB:ajg



# STANDARD PROVISION OF AGREEMENT

1. Client and consultant agree that the following provisions shall be part of their agreement:
2. Consultant is not responsible for delay caused by activities or factors beyond consultant's control.
3. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies. Consultant shall only act as an advisor in all governmental relations.
4. All original papers, documents, drawings, and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement, except documents which are required to be filed with public agencies shall remain the property of consultant.
5. All services provided pursuant to this agreement may be used by client only for the project described on the face hereof.
6. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only.
7. Consultant does not warrant his work except that it was performed pursuant to generally accepted standards of practice in effect at the time of performance.
8. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
9. In the event that changes are made in the plans and specifications by client or by any person other than consultant, which changes affect consultant's work, any and all liability arising out of or resulting from such changes is waived by client against consultant, and client assumes full responsibility and liability for such changes unless client gives consultant prior written notice of such changes and consultant consents in writing to such changes. Client agrees to indemnify consultant against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which consultant may sustain or incur as a result of such unconsented changes.
10. Client agrees that consultant will not perform on-site construction review for this project unless specifically provided for in the agreement, such services will be performed by others, and that the client will defend, indemnify, and hold consultant harmless for any and all liability arising from or resulting from the performance of construction review by other persons.
11. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify, and hold consultant harmless for any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of consultant.
12. Client agrees that if client requests incidental or additional services not specified, client agrees to pay for all such services as extra work. Any revisions to the project details, scope, or concept following client or governmental agency acceptance may result in additional work for the consultant. Client agrees to pay for such additional services.
13. Client shall pay the cost of governmental fees, advertisement cost, soils engineering fees, material testing fees, blueprints, and reproductions, and all other reimbursable charges to consultants on this project not specifically covered by the terms of this agreement.
14. The obligation to provide further services under this agreement may be terminated by either party upon five days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
15. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
16. If the Client is in breach of the payment terms or otherwise is in material breach of this agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
17. If so indicated in the agreement, the Client shall make an initial payment as stipulated as a retainer, upon execution of this Agreement. Upon receipt of this retainer payment the Consultant shall commence services as provided for under this Agreement. The retainer shall be held by the Consultant and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, the Consultant shall refund the balance with the final invoice. If the final invoice exceeds the retainer, the Client shall promptly remit the amount due. As services are performed, invoices will be submitted monthly by the Consultant to the Client, and are payable on receipt.
18. This agreement shall be governed in all respects by the laws of the State of Missouri.

## CHARGE OUT RATES AS APPLICABLE (GOOD THRU JULY 31, 2024)

Senior Principal Engineer	\$220.00 per hour	Inspector II	\$125.00 per hour	<u>Reimbursable Expenses:</u>	
Principal Engineer II	\$210.00 per hour	Inspector I	\$108.00 per hour	Mileage (Subject to Change)	\$ .75 per mile
Principal Engineer I	\$180.00 per hour	Land Surveyor II	\$130.00 per hour	Flow Meter	\$ 75.00 per day
Principal Architect	\$200.00 per hour	Land Surveyor I	\$120.00 per hour	Sewer Camera	\$225.00 per day
Architect III	\$210.00 per hour	Land Surveyor	\$100.00 per hour	Boat/Sounding Equipment	\$270.00 per day
Architect II	\$150.00 per hour	1-Man Survey Crew	\$130.00 per hour	UTV/ATV/Trailer Rental	\$250.00 per day
Architect I	\$140.00 per hour	2-Man Survey Crew	\$170.00 per hour	Drone Rental	\$250.00 per day
Engineer Manager II	\$200.00 per hour	3-Man Survey Crew	\$225.00 per hour	Per Diem (Surveyor/Tech)	\$135.00 per day
Engineer Manager	\$170.00 per hour	Field Man/Intern	\$ 70.00 per hour	Per Diem (PE, EM, AE)	\$180.00 per day
Senior Engineer III	\$165.00 per hour	Clerical	\$ 70.00 per hour	Laths & Hubs	\$ 1.00 each
Senior Engineer II	\$160.00 per hour	Administrative Manager	\$115.00 per hour	Rebar	\$ 2.00 each
Senior Engineer I	\$155.00 per hour	Administrative Assistant	\$ 85.00 per hour	Post	\$ 6.00 each
Engineer	\$130.00 per hour	Marketing Coordinator	\$ 85.00 per hour	Blackline 2x3 Paper	\$ 9.50 each
Technical Manager	\$150.00 per hour			Outside Service	1.15
Technician III	\$125.00 per hour			(Copies, Telephone, Postage and Misc. Items	
Technician II	\$110.00 per hour			AT COST)	
Technician I	\$100.00 per hour				

Charges are payable within 10 days of invoice for services performed. Charges not paid within 30 days of date of invoice shall be subject to a service charge of 1-1/2% per month on the unpaid balance which is an annual interest rate of 19.58%.





## **Hannibal Emergency Management**

**Jacob Nacke, Director**

3302 Arapaho St.  
Hannibal, MO 63401

Phone: 573-221-9210  
Email: [eoc@hannibal-mo.gov](mailto:eoc@hannibal-mo.gov)

11/14/2023

To: Mayor Pro Tem, City Manager, and Council Members

Subject: FY 2023 State Homeland Security Program Law Enforcement Terrorism Prevention Activities Grant subaward agreement.

This fall Hannibal Emergency Management sought funding for a mobile video trailer which could be deployed at large events or gatherings to provide emergency responders with real time information. The funding was originally sought under the Regional Homeland Security Committee for Region B, however due to sustainment projects with other agencies this project was not funded. This action allowed us to apply for the LETPA grant which we were subsequently awarded \$43,900 for the project. This grant does not require a match and is funded through the US Department of Homeland Security and administered by the Missouri Department of Public Safety.

I am requesting the council's approval for the Mayor Pro-Tem to sign the subaward agreement so we can move forward with the project.

Jacob Nacke  
Hannibal Emergency Management



Missouri Department of Public Safety  
Office of Homeland Security  
DPS Grants  
P.O. Box 749, Jefferson City, MO 65101  
Telephone: 573-522-6125 Fax: 573-526-9012

## SUBAWARD AGREEMENT

SUBRECIPIENT NAME		DATE	
Hannibal Emergency Management Agency		11/01/2023	
ADDRESS		FEDERAL IDENTIFICATION NUMBER	OHS CONTROL NUMBER
320 Broadway		EMW-2023-SS-00085	38
CITY	STATE	ZIP CODE	
Hannibal	MO	63401	
TOTAL AMOUNT OF THE FEDERAL AWARD		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION	
\$43,900.00		\$43,900.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT		TOTAL APPROVED COST SHARING OR MATCHING	
\$43,900.00		\$0.00	
PROJECT PERIOD FROM	PROJECT PERIOD TO	FEDERAL AWARD DATE	
09/01/2023	08/31/2025	09/01/2023	
PROJECT TITLE		FUNDED BY	
FY23 - SHSP LETPA - Hannibal EMA		FY 2023 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY	PASS THROUGH ENTITY	IS THIS AWARD R&D	INDIRECT COST RATE
Department of Homeland Security	MO Department of Public Safety/Office of Homeland Security	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER		METHOD OF PAYMENT (Reimbursement -- Advanced)	
97.067		Reimbursement	

### CONTACT INFORMATION

DPS GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME	NAME	
Maggie Glick	Jacob Nacke, EMD	
E-MAIL ADDRESS	ADDRESS (If different from above)	
Maggie.Glick@dps.mo.gov	3302 Arapaho St.	
TELEPHONE	CITY, STATE AND ZIP CODE	
(573) 526-3510	Hannibal, MO 63401	
PROGRAM MANAGER	TELEPHONE	E-MAIL ADDRESS
Joni McCarter	573-221-0987	jnacke@hannibalpd.com

#### SUMMARY DESCRIPTION OF PROJECT

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. These funds are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. § 607.

### AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF DPS OFFICIAL		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL	
Sandra K. Karsten, Director		Mike Dobson, Mayor Pro Tem	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

### SUBRECIPIENT AUTHORIZED OFFICIAL

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**



## **Hannibal Emergency Management**

**Jacob Nacke, Director**

3302 Arapaho St.  
Hannibal, MO 63401

Phone: 573-221-9210  
Email: [eoc@hannibal-mo.gov](mailto:eoc@hannibal-mo.gov)

11/15/2023

To: Mayor Pro-Tem, City Manager, and Council Members


Subject: Subaward Agreement for FEMA FY 2023 Emergency Management Performance Grant

Each year the City of Hannibal submits requests for funding under the Emergency Management Performance Grant to help fund certain functions of emergency management. This grant is based on funding from FEMA and administered by Missouri State Emergency Management Agency. This year more requests were received than funding so the scope of the grant was greatly reduced only covering funding for one personnel line item. The City of Hannibal was awarded \$2,750.00 from the EMPG grant for this grant period.

I am requesting approval for the Mayor Pro-Tem to execute the subaward agreement.

Jacob Nacke  
Hannibal Emergency Management



 State Emergency Management Agency 2302 Militia Drive P.O. Box 116 Jefferson City, MO 65102 Phone: (573) 526-9100 Fax: (573) 634-7966		<b>SUBRECIPIENT AWARD</b>	
		DATE 9/29/2023	
		Award Number EMK-2023-EP-APP-0004-039	Amendment No. N/A
GRANTEE NAME Hannibal, City of, Emergency Management Agency		GRANTEE VENDOR NUMBER 43-6001552	
GRANTEE ADDRESS 3302 Araphao Hannibal, MO 63401		ISSUING AGENCY MO State Emergency Management Agency PO Box 116 Jefferson City, MO 65102	
<b>GRANT INFORMATION</b>			
PROJECT TITLE FY 2023 Emergency Management Performance Grant		FEDERAL AWARDING AGENCY Federal Emergency Management Agency	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO 97.042		PERFORMANCE PERIOD FROM: 07/01/2023 TO: 06/30/2024	
FEDERAL AWARD AMOUNT		\$2,750.00	
LOCAL COST SHARE		\$2,750.00	
TOTAL AWARD AMOUNT		\$5,500.00	
<b>CONTACT INFORMATION</b>			
<b>EMPG GRANT SPECIALIST</b>		<b>GRANTEE PROJECT DIRECTOR</b>	
NAME Krystal Barnes		NAME Jacob Nacke, EMD	
E-MAIL ADDRESS <a href="mailto:Krystal.Barnes@dps.mo.gov">Krystal.Barnes@dps.mo.gov</a>		E-MAIL ADDRESS <a href="mailto:jnacke@hannibalpd.com">jnacke@hannibalpd.com</a>	
TELEPHONE (573) 526-9256		TELEPHONE (573) 221-0987	
SUMMARY DESCRIPTION OF PROJECT  The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. This award is not for Research and Development. There is no indirect cost rate for this award.			
TYPED NAME AND TITLE OF OHS OFFICIAL  James Remillard, Deputy Director		TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL  Michael Dobson, Mayor Pro Tem	
SIGNATURE OF APPROVING OHS OFFICIAL	DATE	SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL	DATE
<b>THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIFIC CONDITIONS.</b>			



# **CITY OF HANNIBAL**

## **DEPARTMENT OF PUBLIC WORKS**

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### **INTEROFFICE MEMORANDUM**

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**TO:** CITY COUNCIL  
**FROM:** DONNA KLINGLER, DPW MANAGEMENT ASSISTANT  
**SUBJECT:** Code Amendment Revising Chapter 29 and Chapter 32  
**DATE:** November 17, 2023

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Code Changes Revising Chapter 29 and Chapter 32

The Planning and Zoning Commission held their public hearing on Thursday, November 16, 2023, at 4:00 P.M. The Department of Public Works is requesting Council to set their public hearing date for Tuesday, December 19, 2023 at 6:15 P.M.

- **Sec. 29-115. - Water system.**

Where a public water system is available, any water main extension shall be completed in accordance with the latest revision of the extension requirements of the **public water service provider** and the Missouri Department of Natural Resources. The water main shall be designed by a licensed engineer, reviewed by the **public water service provider** and shall comply with all **public water service provider** design guides and construction requirements.

**The water system shall be designed to meet the fire flow requirements for the intended occupancy based on the current building code of the city at the time of construction as well as be designed to maintain the current Insurance Services Office (ISO) rating for the city. Testing by the public water service provider with documentation of fire flows from each hydrant must be provided to the Fire Department prior to final acceptance of the subdivision by the city. Annual flow testing by the public water service provider shall be conducted with documentation of fire flows from each hydrant being provided to the Fire Department.**

(Ord. No. [4847](#), § 1, 10-20-2020)

- **Sec. 32-674. - Dimensional requirements.**

(a) *Minimum lot area.* The PDR district provides for a variety of dwelling unit styles and supports uses without restrictions to the lot area and yard requirements provided in other districts; therefore, no minimum lot area is specified.

(b) *Setback from streets.* No building shall be erected, reconstructed, altered or moved nearer to the property line along the street on which such building faces than is indicated in the following table:

Residential Density in PDR Tract (Dwelling units per acre)	Minimum Distance From Property Line Along Front Street (in feet)
1.0—4.0	8
4.1—8.0	15

(c) *Minimum side distance from street.* Ten feet.

(d) *Accessory buildings.* Accessory buildings shall neither be placed in the front yard nor closer than five feet to the side or rear property lines.

**(e) *Rear Setback or Setback from Adjacent Properties.* Rear setback or setback from adjacent properties shall be 25% of the average lot depth or 25 feet minimum.**

(Code 1988, § 32-1404; Ord. No. 4086, § 2, 12-15-1998)

## **Delete 32-678 – Transitional Use Areas**

### **Renumber the following:**

#### **32-678 – Additional Requirements**

#### **32-679 – Development Plan Requirements**

#### **32-680 – Standards for Retail Office**





## MEMO

**To:** Mayor and City Council  
**From:** Darrin Gordon, General Manager  
**Date:** November 7, 2023  
**Re:** Stormwater Funding Ballot Initiative

### Background:

The HBPW stormwater department was created in September 2017 and is still under development. Identifying and establishing a sustainable source of funding is a top priority for the department. We strive to provide the best service within our abilities, while we continue efforts in securing a reliable funding solution. It is the department's intent to keep the public educated and informed as this utility develops.

Since the 1960s the HBPW has been maintaining underground storm water systems- or storm sewers, and the Department of Public Works has been maintaining the above ground stormwater infrastructure. The city has funded repairs from the general fund and the HBPW used sanitary sewer funds to make essential infrastructure repairs. Neither funding mechanism provides enough dollars to maintain the system adequately or to meet existing quality regulations, which will likely continue to get more stringent. In the past, where we paid for stormwater needs with sewer funds – cross funding became illegal. The only way we can spend money on stormwater utilities is with stormwater collected fees or taxes.

The City Council passed a resolution in June of 2017, authorizing the HBPW to implement a stormwater utility and comprehensive stormwater repair program. Within the resolution, Section 1 reads: "the Hannibal Board of Public Works is hereby authorized and directed to establish a stormwater utility pursuant to the existing home rule charter provisions, and a comprehensive stormwater repair program and initiative thereof to repair structurally unsound stormwater infrastructure and address stormwater problems throughout the Hannibal community."

In April of 2019, the city and HBPW brought a stormwater funding ballot before the people. The methodology was based on a parcel's impervious surface. This vote failed.

In December of 2022, the HBPW brought to the City Council a proposed ballot for a stormwater funding mechanism based on parcel area. Gross flaws were found that would be detrimental to some Hannibal citizens. This ballot was pulled before reaching any vote.

In February of 2023, a Stormwater Action Committee (SWAC) was formed from a diverse mix of Hannibal citizens. These 15 people represented the City Council, industries, commercial businesses, and Hannibal residents. After more than 8 meetings where multiple funding methodologies were studied and explored, the SWAC is bringing the attached ballot resolution to the Hannibal Mayor and City Council for approval.

The SWAC has taken the following into consideration in its decisions:

**Fair-** all taxable properties that contribute runoff to the stormwater system will pay to fund the system. A relationship between electric usage and activity on roads is assumed.

**Safety-** this is an effort to provide safe and reliable roads. Sometimes we lose sight that everyone driving, riding, and walking the roads of Hannibal are relying on the safety of reliable stormwater systems.

**Transparent-** the fees collected will be used solely for HBPW underground stormwater activities and accounted for separately.

**Steady-** provides a dependable revenue stream to provide sufficient revenues for stormwater improvements and allow for proactive management of the system resulting in the lowest cost over time.

The tax/fee would first be collected in 2025. The SWAC has planned this date to provide all Hannibal parcel owners the ability to prepare for the tax well in advance.

The HBPW staff and Board are deeply grateful for the time and effort they have spent getting to this point. The SWAC is also committed to advancing this effort to the April 2024 election. Due to Missouri law, the HBPW can only educate the community on the result of passing or not passing the stormwater tax. The HBPW is grateful for all the efforts of the SWAC.

**Information Provided:**

I am providing you with the ballot language as it has been vetted and written by our solicitor Alex Riley of the Healy Law Office. This initiative will only be presented if it is approved on November 20, 2023, by the Board of Public Works Board.

**Action Requested:**

I'm requesting that the Mayor and City Council approve the ballot language as presented, for first reading at the November 21, 2023, City Council meeting and a second reading at the December 5, 2023, City Council meeting. This will then set up for the proposition to be voted on in the April 2024 election.

BILL NO. 23.034

ORDINANCE NO. \_\_\_\_\_

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF HANNIBAL CALLING A MUNICIPAL ELECTION TO BE HELD TUESDAY, APRIL 2, 2024, TO ALLOW HANNIBAL VOTERS TO CONSIDER THE IMPLEMENTATION OF A FEE FOR THE PURPOSE OF MAINTAINING AND IMPROVING THE CITY'S UNDERGROUND STORMWATER CONVEYANCE SYSTEM, *PROPOSITION S***

**WHEREAS**, the City of Hannibal, Missouri (the "City"), is responsible for the management of the City's stormwater infrastructure, the operations and maintenance of the stormwater system, regulatory compliance associated with its Municipal Separate Storm Sewer System permit, and applicable State and Federal laws associated with the Clean Water Act, and stormwater program administration (collectively referred to herein as "stormwater services"), and

**WHEREAS**, the management and operation of the stormwater system serve a vital public purpose, and provide for the health, safety, and welfare of the citizens of the City, and

**WHEREAS**, the City has authorized the Hannibal Board of Public Works to provide underground stormwater services, and

**WHEREAS**, the Hannibal Board of Public Works needs funding adequacy to meet its underground stormwater management and service obligations, including investing in the acquisition, renewal, and rehabilitation of the underground stormwater infrastructure necessary to address underground stormwater management needs across the City, and maintaining adequate reserves, and

**WHEREAS**, the City Council of the City of Hannibal and Hannibal Board of Public Works have determined that they do not have sufficient funding from current sources for the City of Hannibal's Board of Public Works to meet its underground stormwater management and service obligations, and

**WHEREAS**, the City finds it necessary and hereby declares its intent to implement a fee structure for the purpose of obtaining revenue sufficient for maintaining and improving the City's underground stormwater system, and

**WHEREAS**, the Hannibal Board of Public Works established a Stormwater Advisory Committee in February of 2023, composed of a diverse membership from the Hannibal community, to determine the most fair, equitable, and appropriate manner to establish a fee structure sufficient to maintain and improve the City's underground stormwater system, and

**WHEREAS**, the Stormwater Advisory Committee held numerous meetings and discussions and concluded the most fair, equitable, and appropriate manner to establish such a fee structure is to implement a flat fee per parcel of land with the amount of the fee due based on a



property's electric meter classification and kilowatt hour usage per average annual month ("kWh"), on the following schedule:

### **Residential**

Properties with an active residential meter utilizing 0 kWh to 715 kWh per average annual monthly usage shall be assessed a fee of \$12 per month (\$144 per year).

Properties with an active residential meter utilizing 716 kWh to 1,260 kWh per average annual monthly usage shall be assessed a fee of \$16 per month (\$192 per year).

Properties with an active residential meter utilizing 1,261 kWh or more per average annual monthly usage shall be assessed a fee of \$20 per month (\$240 per year).

### **Commercial**

Properties with an active commercial meter utilizing 0 kWh to 1,015 kWh per average annual monthly usage shall be assessed a fee of \$110 per month (\$1,320 per year).

Properties with an active commercial meter utilizing 1,016 kWh to 6,000 kWh per average annual monthly usage shall be assessed a fee of \$150 per month (\$1,800 per year).

Properties with an active commercial meter utilizing 6,001 kWh to 21,600 kWh per average annual monthly usage shall be assessed a fee of \$190 per month (\$2,280 per year).

Properties with an active commercial meter utilizing 21,601 kWh or more per average annual monthly usage shall be assessed a fee of \$230 per month (\$2,760 per year).

### **Industrial**

Properties with an active industrial meter utilizing 0 kWh to 720,000 kWh per average annual monthly usage shall be assessed a fee of \$420 per month (\$5,040 per year).

Properties with an active industrial meter utilizing 720,001 kWh or more per average annual monthly usage shall be assessed a fee of \$570 per month (\$6,840 per year).

### **Non-Metered**

Non-metered properties shall be assessed a fee of \$8 per month (\$96 per year).

A fee shall not be levied on tax-exempt properties as identified under Missouri law including §137.100 RSMo.

The annual assessment of kWh usage will occur on July 1<sup>st</sup> of each year. The fee will be collected annually, beginning in 2025, by the county of jurisdiction during its customary property taxing schedule.

**WHEREAS**, pursuant to Missouri law, including Article X section 22(a) of the Missouri Constitution, the City wishes to submit this matter to the voters of the City for approval of the imposition of such fee pursuant to this ordinance.

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

**SECTION ONE:** Pursuant to Missouri law, including Article X, section 22(a) of the Missouri Constitution, the City has prepared a proposition for the imposition of a flat fee per parcel of land with the amount of the fee due based on a property's electric meter classification and kWh usage per average annual monthly usage, the proceeds of which are to be used for the sole purpose of paying costs associated with maintaining and improving the City's underground stormwater system. The fees shall be assessed as follows:

**Residential**

Properties with an active residential meter utilizing 0 kWh to 715 kWh per average annual monthly usage shall be assessed a fee of \$12 per month (\$144 per year).

Properties with an active residential meter utilizing 716 kWh to 1,260 kWh per average annual monthly usage shall be assessed a fee of \$16 per month (\$192 per year).

Properties with an active residential meter utilizing 1,261 kWh or more per average annual monthly usage shall be assessed a fee of \$20 per month (\$240 per year).

**Commercial**

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Non-metered properties shall be assessed a fee of \$8 per month (\$96 per year).

A fee shall not be levied on tax-exempt properties as identified under Missouri law including §137.100 RSMo.

The annual assessment of kWh usage will occur on July 1<sup>st</sup> of each year. The fee will be collected annually, beginning in 2025, by the county of jurisdiction during its customary property taxing schedule.

**SECTION TWO:** This proposition shall be submitted to the qualified voters of the City of Hannibal, Missouri, for their approval, at the election hereby called and to be held in the City of Hannibal on Tuesday, April 2, 2024. The ballot of submission shall contain substantially the following language:

**NOTICE OF  
MUNICIPAL ELECTION  
CITY OF HANNIBAL,  
MISSOURI**

Notice is hereby given that there will be a Municipal Election to be held in the City of Hannibal Missouri, on:

**TUESDAY, APRIL 2, 2024**

**PROPOSITION S**

**To pay costs associated with maintaining and improving the City of Hannibal's underground stormwater conveyance system, shall the City of Hannibal implement a flat fee of \$12 to \$20 per month for properties with residential electric meters, \$110 to \$230 per month for properties with commercial electric meters, \$420 to \$570 per month for properties with industrial electric meters, and \$8 per month for non-metered properties, with the amount due determined by average annual monthly kilowatt hour usage?**

YES ☐  
NO ☐

**INSTRUCTIONS TO VOTERS:**

If you are in favor of the question, place an X in the box opposite "YES"

If you are opposed to the question, place an X in the box opposite "NO"

**SECTION THREE:** If the ballot question set forth in Section (2) of this ordinance receives a majority of the votes cast in favor of the proposal, there shall thereafter be imposed within the confines of the corporate limits of the City of Hannibal, a flat fee per parcel of land with the amount of the fee due based on a property's electric meter classification and kWh usage per annual monthly average, the proceeds of which are to be used for the sole purpose of paying costs associated with maintaining and improving the City's underground stormwater system. The fees shall be assessed as follows:

**Residential**

Properties with an active residential meter utilizing 0 kWh to 715 kWh per average annual monthly usage shall be assessed a fee of \$12 per month (\$144 per year).

Properties with an active residential meter utilizing 716 kWh to 1,260 kWh per average annual monthly usage shall be assessed a fee of \$16 per month (\$192 per year).

Properties with an active residential meter utilizing 1,261 kWh or more per average annual monthly usage shall be assessed a fee of \$20 per month (\$240 per year).

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Properties with an active commercial meter utilizing 0 kWh to 1,015 kWh per average annual monthly usage shall be assessed a fee of \$110 per month (\$1,320 per year).

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Properties with an active commercial meter utilizing 6,001 kWh to 21,600 kWh per average annual monthly usage shall be assessed a fee of \$190 per month (\$2,280 per year).

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**Non-Metered**

Non-metered properties shall be assessed a fee of \$8 per month (\$96 per year).

A fee shall not be levied on tax-exempt properties as identified under Missouri law including §137.100 RSMo.



The annual assessment of kWh usage will occur on July 1<sup>st</sup> of each year. The fee will be collected annually, beginning in 2025, by the county of jurisdiction during its customary property taxing schedule.

The fees received shall be utilized solely to fund the City's underground stormwater system as operated and maintained by the Hannibal Board of Public Works and all moneys from the stormwater fee shall be conveyed to the Hannibal Board of Public Works. The Hannibal Board of Public Works will thereafter deposit as received all moneys from the stormwater fee into a special trust fund which will be used for the sole purpose of paying costs associated with maintaining and improving the City of Hannibal's underground stormwater conveyance system.

**SECTION FOUR:** Within ten (10) days after the approval or disapproval of the proposition by the qualified voters of the City of Hannibal, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

**SECTION FIVE: JUDGES.** The Election shall be conducted by several judges appointed to serve at the Election.

**SECTION SIX: POLLING PLACES.** The said polling places shall be open on the day of the Election at the hour of six o'clock a.m. and shall remain open until the hour of seven o'clock p.m. on said date. That said Election shall be held and conducted and the results thereof shall be certified, canvassed and declared in all respects in conformity with the Constitution and laws of the State of Missouri governing elections in the City of Hannibal and in accordance with the Home Rule Charter of the City of Hannibal.

**SECTION SEVEN:** The County Clerk is hereby authorized and directed to furnish the judges and clerks of said Election with all poll books, tally sheets, ballots, ballot boxes, and other supplies necessary for the conduct of said Election.

**SECTION EIGHT:** That the City Clerk shall be and is hereby directed to transmit a certified copy of this Ordinance to the Registrars of the City of Hannibal and that said Registrars are hereby requested to take such action as may be required of them by law in the premises.

**SECTION NINE:** The Mayor, the City Clerk and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the purpose and intent of this Ordinance.

**SECTION TEN:** That this ordinance shall be in full force and effect immediately upon its adoption and approval.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor of the City of Hannibal

ATTEST:

\_\_\_\_\_  
City Clerk