

CITY OF HANNIBAL

OFFICIAL PUBLIC HEARING

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

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.

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The instructions to watch the meetings online follow:

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

CALL TO ORDER

MIKE MCHARGUE – BUILDING INSPECTOR

**Re: Vacation of Choteau Street
Buchanan's Addition**

PUBLIC COMMENTS

ADJOURNMENT

OFFICIAL PUBLIC COMMENTING

**Tuesday, November 7, 2023
Council Chambers
6:30 p.m.**

COUNCIL RULES REGARDING PUBLIC SPEAKING

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

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

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ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

**APPROVAL OF MINUTES
Regular Scheduled Council Meeting – October 17, 2023**

**APPROVAL OF PAYROLL AND CLAIMS
Second Half – October 2023**

BILL NO. 23-030

AN ORDINANCE OF THE CITY OF HANNIBAL REZONING A TRACT OF LAND ALL OF THAT PART OF OUT LOT SIXTY-SIX (66) IN THE CITY OF HANNIBAL, MARION COUNTY, MISSOURI FROM THE E-COMMERCIAL TO A-ONE AND TWO FAMILY, AMENDING THE CITY'S ZONING MAP ACCORDING

Second & Final Reading

BILL NO. 23-032

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ADOPT ON BEHALF OF THE CITY, ACCEPTANCE OF THE AREAS INDICATED ON THE ATTACHED MAP AND INDICATES SUCH ACCEPTANCE TO THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR THE FEDERAL HIGHWAY ADMINISTRATION OF THE AMENDED URBAN BOUNDARIES AS UPDATED BY THE 2020 CENSUS

Second & Final Reading

6th Ward Candidate Forum

- Nathan Munger
- Van W. Sorrels
- Greg Baugher
- Leonard Rosenkrans
- Paul Ewert

Re: Appointment, 6th Ward Council Member

ADJOURNMENT
Sine-Die

MIKE DOBSON – MAYOR PRO TEM

Re: Oath of Office

➤ *6th Ward Council Member*

ROLL CALL

CALL TO ORDER

JASON KRIGBAUM – HEARTLAND AUTO & TOWING

Re: Request, Street Closures – Hannibal Veterans Parade

Saturday, November 11, 2023 – 9:00 a.m. – 12:00 p.m.

JEFF ARP – MIRMA

Re: Risk Management Grant Award

\$8,027.75

MIKE DOBSON – MAYOR PRO TEM

Re: Proclamation of Appreciation

Ray Harvey Art

Re: Letter of Support for HERO Grant/ NECAC

JOHN LYNG – 625 GRAND AVE

Re: Police Department Management

APRIL AZOTEA – HANNIBAL, MO

Re: Questions, Concerns, and Suggestions for Council

MELISSA COGDAL – CITY CLERK

Re: Municipal Election April 2, 2024

(Bill No. 23-033-, to follow, First Reading)

ANDY DORIAN - DIRECTOR – CENTRAL SERVICES

Re: Approval of Bid
2426-28 Market Street to Chester Hill - \$1,001
(Resolution No. 2486-23, to follow)

Re: Sale of City Owned Property
1908 Gordon to Kathy L. Taylor & Samuel C. Smith - \$900
(Resolution No. 2485-23, to follow)

RYAN NEISEN, FIRE CHIEF - HANNIBAL FIRE DEPARTMENT
Re: Fire Truck Purchase Agreement

MIKE MCHARGUE – BUILDING INSPECTOR
Re: Request, Vacation of Choteau Street
(Bill No. 23-031-, to follow)

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**

First 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 (1st), THIRD (3rd) AND SIXTH (6TH) WARDS**

First Reading

RESOLUTION NO. 2485-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO
KATHY LAYNETTE TAYLOR AND SAMUEL CHRISTOPHER
SMITH FOR THE SALE OF CITY OWNED PROPERTY LOCATED
AT 1908 GORDON IN THE AMOUNT OF \$900.**

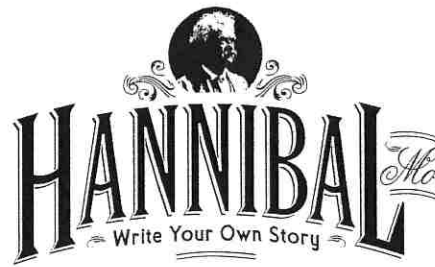
RESOLUTION NO. 2486-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO
CHESTER HILL FOR THE SALE OF CITY OWNED PROPERTY
LOCATED AT 2426-28 MARKET IN THE AMOUNT OF \$1,001.**

CLOSED SESSION

In Accordance with RSMo 610.021 (1), (2), and (18(a))

ADJOURNMENT



MEMORANDUM

To: Mayor and City Council

From: DONNA KLINGLER, DPW Management Assistant

Re: Choteau Street Vacation

Date: OCTOBER 9, 2023

Planning & Zoning has received an application to vacate an undeveloped street, previously dedicated to the public use, being all that part of Choteau Street lying between Valley Street and Union Street in Buchanan's Addition, per plat recorded in Plat Book 2, Page 8, Marion County Records. On the attached photo, the area outlined is what is being requested to vacate.



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

The Planning and Zoning Committee heard this request at their meeting on Thursday, September 21st, and there were no objections to this request. Mark Bross with Klingler and Associates also reviewed the request for the vacation prior to P&Z, he too has no objections to the vacation of the street.

BILL NO. 23-031

ORDINANCE NO.

FIRST READING 11.07.2023

SECOND READING

**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**

WHEREAS, a portion of Choteau Street was previously dedicated to the public use for street purposes, and such tract was accepted for such purpose by the City of Hannibal, at the time of platting Buchanan's Addition to the City of Hannibal, and

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

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

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

WHEREAS, the vacation request was heard at the Planning and Zoning meeting on September 21, 2023, and

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

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

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

SECTION ONE: The Council hereby vacates and abandons an undeveloped street, previously dedicated to the public use, being all that part of Choteau Street lying between Valley Street and Union Street in Buchanan's Addition, per plat recorded in Plat Book 2, Page 8, Marion County Records.

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

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

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

Adopted this ____ day of _____ 2023.

Approved this ____ day of _____ 2023.

Mike Dobson, Mayor Pro-Tem

ATTEST:

Melissa Cogdal, City Clerk

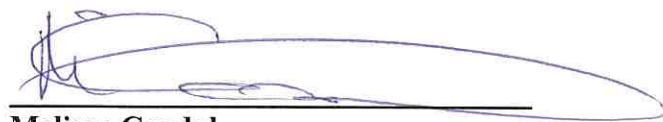
OFFICIAL PUBLIC COMMENTING

**1st & 3rd Tuesday of
Each month.
6:30 p.m.
Council Chambers**

The City of Hannibal will hold a public comment period from 6:30 p.m. until 6:55 p.m. the first and third Tuesday of the month or on the rescheduled date of the regularly scheduled meeting.

Sign-up sheet available at podium in Council Chambers until 6:20 p.m. on the regularly scheduled meeting dates.

Please review all public speaking rules prior to signing up.

A handwritten signature in blue ink, appearing to read 'Melissa Cogdal', is written over a horizontal line.

**Melissa Cogdal
Deputy City Clerk**

COUNCIL RULES REGARDING PUBLIC SPEAKING

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Office of City Clerk



Melissa Cogdal
City Clerk

MEMORANDUM

TO: Mayor Pro Tem Dobson & Members of the City Council

FROM: Melissa Cogdal
City Clerk

DATE: November 1, 2023

SUBJECT: 6th Ward Council Member – Letters of Interest

Below are the **five (5)** interested parties who have submitted letters of interest for the 6th Ward Council Member position, listed in the order received:

<i>Name</i>	<i>Address</i>	<i>25 years of age</i>	<i>US Citizen</i>	<i>Registered Voter</i>	<i>Inhabitant City – 1 yr.</i>	<i>Resident 6th Ward – 6 mos.</i>	<i>City Taxes Paid</i>
Nathan Munger	23 Settlers Trail	✓	✓	✓	✓	✓	✓
Van Sorrels	115 Shepherd Place	✓	✓	✓	✓	✓	✓
Greg Baugher	14 Pioneer Trail	✓	✓	✓	✓	✓	✓
Leonard Rosenkrans	12 Coachlight	✓	✓	✓	✓	✓	✓
Paul Ewert	12 Fair Oaks	✓	✓	✓	✓	✓	✓

6th Ward Council - Letter of Interest Memorandum
Page 2

I have verified at least **five (5)** of the interested parties meet the minimum, advertised qualifications of:

- At least 25 years of age
- Citizen of the United States
- Registered voter of the City of Hannibal
- Inhabitant of the City for at least one (1) year
- Resident of the 6th Ward for at least six (6) months preceding appointment
- No City tax arrearage or are not listed in the County's tax collection system.

The candidates have been advised they are to appear at the November 7th Council meeting to participate in the interview process. Attached you will find the letter of interest submitted by each candidate; all other documentation is on file in my office if you wish to review.

Should you require additional information or I can be of further assistance in 6th Ward Council Member selection process, please let me know.

FROM THE DESK OF

Nathan Munger

October 19, 2023

Hannibal City Council
c/o Office of City Clerk
320 Broadway
Hannibal, MO 63401

ref: Request for Interest SIXTH WARD COUNCIL MEMBER

Dear Council Members,

This letter is intended to express my interest in being considered for the vacant Sixth Ward Council Member position. I have been a resident of Hannibal for nearly my entire life and have currently resided in the Sixth Ward for just over nine years. I meet all resident qualifications for this position and I am also over the age of twenty-five, a citizen of the United States and a registered voter of the city of Hannibal.

I am currently the president of our neighborhood association and very active within the Sixth Ward. This is the area that I grew up but also been able to raise my children in as well. I also am employed at Tabernacle of Praise as an Associate Pastor and have a passion to see our community grow and flourish. I believe I would be a good fit for this position in representing the City of Hannibal and the Sixth Ward and would appreciate consideration.

Sincerely yours,



Nathan Munger
23 Settlers Trl
Hannibal, MO 63401
573-541-9600

VAN W. SORRELS
115 Shepherd Place
Hannibal, MO 63401

piratevan@earthlink.net
Cell: 714-745-8498

10/23/2023

City of Hannibal
City Clerk
Melissa Cogdal

My name is Van Sorrels. I would like to put my name in consideration to replace Jeff Veach as 6th Ward City Councilman until a special election can be held.

I moved to Hannibal in 2011 and have lived in the 6th Ward since 2012. I have known Jeff Veach for several years and appreciate the job he has done for the City of Hannibal, and would like, in my way, to try to continue his work.

I moved here from California, in 2011, after retiring as an Applications Engineer for a Manufacturing company in Tulsa, OK and Palmdale, Ca. for over 30 years. Most of my responsibilities were to designing Pump and Generator controls for State, County, and Municipalities, in the 13 Western States and the South Eastern States. I also worked for a time as a Realtor for Goodhart Realty and Ravenscraft Realty here in Hannibal.

I also served 4 years, 5 Months in the US Navy, achieving the Rank of Petty Officer, Second Class and receive a Good Conduct Medal.

Over the past few years, living in Hannibal, I have seen some issues that I would like to be a part of the solutions. I have seen some Traffic Issues, the pot hole problems, and Tourism that seems to be declining. I am impressed with the Murals throughout this town, and would like to see them continued.

Thank you for your Consideration.



Van W Sorrels

Greg Baugher
14 Pioneer Trail
Hannibal MO 63401
217-257-4403

October 27, 2023

To the Hannibal City Clerk / City Council,

I'm writing to you today to express my interest in serving the interim term of 6th ward council representative.

My qualifications and passion for our community stem from my birth in Hannibal, as well as living within the 6th ward for 20+ years. I've long been registered as a voter of the 6th ward, and I have nearly a decade of active participation supporting local government via my membership on the airport advisory board. My family has made the Hannibal area home for several generations.

I've regularly attended Council meetings this year to observe and educate myself on local government operations and the topics of concern to the citizens and local officials. I have approached several of the Council to communicate my opinion and insights in order to assist and support our representatives because I appreciate the responsibilities and integrity of the Council, as well the critical role it serves in our city.

I would appreciate the ability to contribute to our community, and offer myself to represent the fellow residents of the 6th ward. I've lived in this ward all of my adult life, my home is here and my commitment to this community is strengthened by years of friendships and neighbors I've connected with.

If selected, I would use my opportunity to assist representation of the 6th ward citizens that have challenges with water drainage issues, bringing awareness to some of the challenges of the road systems in the ward for signage and traffic light concerns, seek additional safety for our residents with requests for traffic patrols in key areas, and outreach to the ward's businesses to review what can be done to help develop jobs and economic growth. City wide, my key focus is attention on the importance of growing our industries as well as enabling our myriad of community events.

Thank you for your consideration,
Greg Baugher



10/30/23

To: Hannibal City Council

From: Leonard Rosenkrans

Re: Intent to Apply for the Vacant 6th Ward Council Seat

I am writing to officially submit my name for consideration as the temporary replacement council person for the sixth ward seat vacated by Jeff Veach. I am 61 years old, a citizen of the United States, a registered voter and city resident for the last thirty years, and a taxpaying resident of the sixth ward for the last eighteen years.

My qualifications include:

- >Hannibal native, 1980 graduate of HHS
- >BS-Ag in Biochemistry from UMC
- >25 year career at Continental Cement as chemist, environmental specialist and environmental manager
- >two years as president of the HBPW

I desire to follow in my father's footsteps and participate in the governance of my hometown, and to represent the diverse needs of the residents and businesses of the sixth ward. I retired a few years ago and have the time to dedicate to the position and the issues that come before the council. I know some of the current council members and city employees, and I believe I could be an effective member of the team for this interim period.

Thanks in advance for your consideration for this position. I'd also thank Mr. Veach for effectively representing my ward for the last several years.

Sincerely,
Leonard Rosenkrans
12 Coachlight Drive
Hannibal, Mo 63401
573-629-7476



Paul Ewert
12 Fair Oaks Dr.
Hannibal, MO 63401

Mayor Pro Tem, Council Members;

I am sending this letter to request to be considered for the 6th ward Council position.

My wife and I moved to Hannibal in 1985 for me to be the Administrator of Beth Haven Nursing Home, in 1994 I became CEO of all Beth Haven operations. In addition to managing the Nursing Home and Terrace Apartments I created the Beth Haven Group Homes and built Pleasant View Assisted Living. I retired in 2020 and my wife and I spend most of our time taking care of 2 of our grandsons while their parents work. My other preoccupation is being a part of the Mark Twain Area Habitat for Humanity, currently I am the Chair. During my working time I was a part of the Hannibal Rotary Club. Some of the Boards I have served on Include: Hannibal Chamber, Hannibal Regional Health Systems Board, and state and national health care boards. I have recently worked with a couple of different advisory groups assisting the City in raising taxes for infrastructure.

My wife and I have raised our 5 children in Hannibal and she was a teacher in the Hannibal Public schools, spending most of her time in the Stowell School.

I am interested in serving on the City Council as a way of paying back for how good Hannibal has been to us and to help lead the community into the future. My wife and I have enjoyed living in Hannibal and being a part of the community. Raising our kids in the Hannibal School system and Hannibal community has been our choice because of the values of the community and the sense of community that is here. We chose to remain here because several of our children are here and we value the friends and opportunities we have here. I have always felt that when given an opportunity to serve and be a part of something I should step up and do what I can. That is why I am a part of Habitat and why I would like to be the 6th ward Council member.

I believe I would be an asset to the Council because of my work back ground. I am use to fund accounting and segregating funds for specific purposes and from specific sources. I understand State and Federal Government grants and funding. I am a strong believer in the need to maintain the infrastructure, and to plan ahead for future needs. Having worked for a board and on boards I understand the need to work together and toward consensus of the greater good. I understand the need to balance the needs of different employees and meet the needs of our community members. I believe all council members need to keep an open mind to finding ways we can improve our community. I believe we can learn from how things are done in other communities while not ignoring the uniqueness of our community.

I look forward to visiting with you about the opportunity to serve the citizens of the 6th ward.

Thank you,
Paul Ewert

A handwritten signature in dark ink, appearing to read 'P. Ewert', is written below the typed name.

Office of the



City Clerk

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

Today's Date: OCT 20, 23

Date you wish to be placed on Agenda: November 7, 2023

Name: JAMES HARVEY; Heartland Towing & Recovery

Address: 2642 MARKET, Hannibal, MO 63401

Phone Number: 573-221-5856

Subject Matter: Request Street Closures - Veterans

Day Parade - November 11, 2023 (see attachment)

10-20-23

Date


Speaker's Signature

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

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

City of Hannibal 320 Broadway, Hannibal, MO 63401
P 573.221.0111 F 573.221.8191

www.hannibal-mo.gov
mcogdal@hannibal-mo.gov



Return to:

Office of the City Clerk

Attn: Britta Dooley

320 Broadway Hannibal, MO 63401 Ph.

(573) 221-0111

Fax (573) 221-8191

Email to: bdooley@hannibal-mo.gov

SPECIAL EVENT APPLICATION

(Council Meetings are the 1st & 3rd Tuesdays of each month)

Deadline for Submission: Wednesday, Prior to Council Meeting

Today's Date: OCT 20, 23 Date you wish to be placed on Agenda: Nov 7, 2023

Your Organization: Heartland Towing ? Recovery Special Event: VETERANS DAY PARADE

Date(s) of Event: Nov 11, 2023 Requested Times (from-to): 9am - noon

Description of Activity: Parade to stage at 10th & Broadway, proceed EAST on Broadway to Main, TURN LEFT on North Main & end on North Street at Statue where there will then be a Memorial service @ Cardiffhill.

Primary Contact Person(s): JAMES HARK Home Phone: 573-822-8988

Work Phone: 573-221-5856 Cell Phone: _____ E-mail: jameshark@yahoo.com

Assistance Needed (location, etc.): Intersections controlled by traffic devices or personnel, Parks & Rec awareness of visits to Memorial at River, Assistance with traffic at North & Third as parade entries leave downtown

DEPARTMENTAL COMMENTS (office Use)

Police: This would take eight officers to man at \$45.00/hr. The rest of the intersections would be covered by barricades. Dept. Cost: \$360.00
-Chief Nacke

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

BPW: The HBPW has no issues. Dept. Cost: 0
-Darrin Gordon

Building Inspector: No objections or concerns with this event. Dept. Cost: 0
-Building Inspector's Office

✓ Rec'd 10.23.2023-BKB

Parks: Parks has no issues.

Dept. Cost: 0

-Andy Dorian

Street: Streets has no issues.

Dept. Cost: 0

-Andy Dorian

Tourism: No concerns.

Dept. Cost: 0

-Trisha O'Cheltree

Administration: No objections as long as insurance is submitted.

Dept. Cost: 0

-Clerk's Office

STAFF RECOMMENDS:


✓ Rec'd 10.23.2023: BKD



Hold Harmless and Insurance Requirements

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


By


Title

10-20-23
Date



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name VETERANS DAY PARADE Date of Event November 11, 2023

Location/Address/Facility Name BROADWAY / NORTH MAID

Expected Number of Attendees: UNK

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: JAMES HARK

Cell Phone: 573-822-8988

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 John News

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: JAMES HARRIS

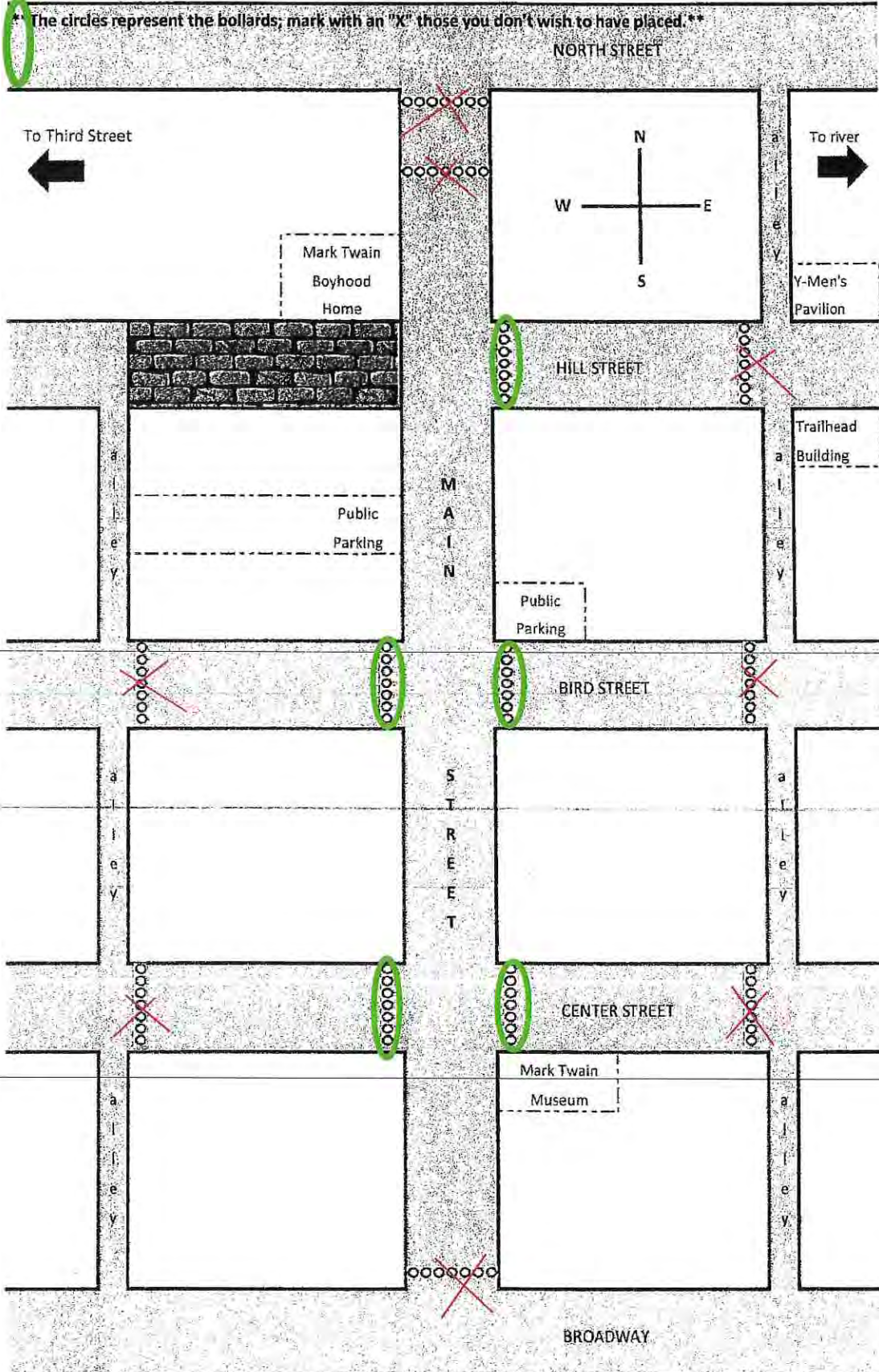
Cell Phone: 822-8488

Secondary Contact: JASON KRIGBAUM

Cell Phone: 795-0782

Dial 911 in case of emergency

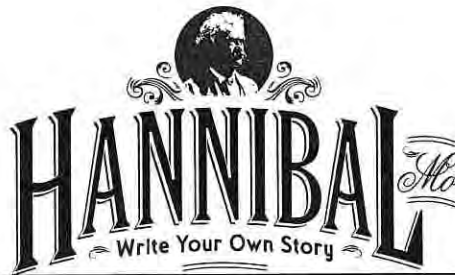
HISTORIC DISTRICT - PROPOSED STREET CLOSURES (Bollard Placement)



For assistance in determining the bollard placement/openings, contact Mike McHargue, Street Supervisor at (573) 822-6950



Office of City Clerk



Melissa Cogdal

FROM: Melissa Cogdal/ City Clerk
DATE: October 31, 2023
SUBJECT: MIRMA Risk Management Grant

Jeff Arp from MIRMA will be attending Tuesday, November 7, 2023, Council meeting to present a grant application award to Hannibal Police Department for Wearable Video Recorders (Body Camaras) and Non-Lethel Rounds (Bean Bag Rounds).

Lieutenant Karen Porter on behalf of Hannibal Police Department applied for the Risk Management Grant to help curve the cost of the new equipment and ammunition.

MIRMA awarded \$7,500 towards the cost of the Wearable Video Recorders and \$527.75 towards the purchase of Bean Bag Rounds for a total of \$8,027.75.

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



Melissa Cogdal

From: Michael Dobson
Sent: Wednesday, November 1, 2023 10:08 AM
To: Melissa Cogdal
Cc: Lisa Peck
Subject: Proclamation

Melissa,

Would you place on the Nov. 7 agenda a proclamation of appreciation to Ray Harvey for his contribution to Hannibal. His murals have become another tourist draw and I want to recognize him for his contribution.

Thank you,
Michael J Dobson

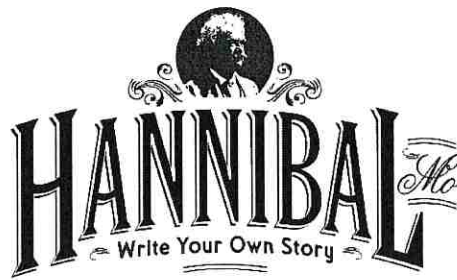
Sent from my iPad



MEMORANDUM

TO: Mayor and Members of the City Council
FROM: Lisa Peck, City Manager
DATE: November 1, 2023
SUBJECT: NECAC Support Letter Request

NECAC has requested a support letter from the City of Hannibal for the 2024 HeRO Grant cycle. The HeRO program provides assistance to low- and moderate-income homeowners who lack the resources to make necessary repairs to their homes located in non-metropolitan and disaster areas of Missouri. The requested support letter is attached.



Michael J. Dobson
Mayor Pro Temp

November 7, 2023

To whom it may concern:

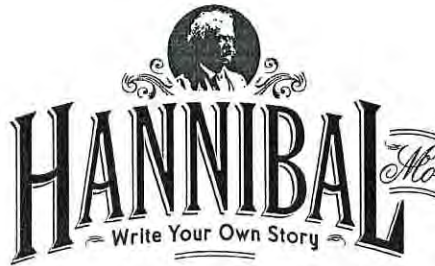
The City of Hannibal would like to express our support for the HERO grant being submitted by North East Community Action Corporation (NECAC).

This grant will be of great benefit to our area and will help improve the quality of people's lives in our City by improving the quality of the housing stock.

Sincerely,

Michael J. Dobson
Mayor Pro Tem

Office of the



City Clerk

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

Today's Date: 11-1-23

Date you wish to be placed on Agenda: 11-7-23

Name: JOHN LYWA

Address: 625 GRAND CITY

Phone Number: 221-6921

Subject Matter: Police Dept. Management

11-1-23

Date

Speaker's Signature

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

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

City of Hannibal 320 Broadway, Hannibal, MO 63401

P 573.221.0111 F 573.221.8191

www.hannibal-mo.gov

mcogdal@hannibal-mo.gov

✓rec'd 11.01.2023 @ 9:38 BKD

Office of the



City Clerk

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

Today's Date: 11-2-23

Date you wish to be placed on Agenda: 11-7-23

Name: April Azotea

Address: Hannibal MO

Phone Number: 217-316-0004

Subject Matter: _____

Questions, Concerns And Suggestions For Council

11-2-23

Date

April Azotea

Speaker's Signature

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

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

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www.hannibal-mo.gov

mcogdal@hannibal-mo.gov

MEMORANDUM

**TO: MAYOR PRO TEM
CITY COUNCIL MEMBERS**

FROM: MELISSA COGDAL - CITY CLERK

DATE: OCTOBER 19, 2023

SUBJECT: APRIL 2, 2024, MUNICIPAL ELECTION

In accordance with the provisions of Section 17.01 Charter of the City of Hannibal, a general election may be held for the purpose *of electing a mayor, councilmen, and other elective officers of the city, and for the purpose of deciding any question which may lawfully be submitted to the electors.*

At this time, I hereby request Council approval to give a first reading of *Bill No. 23-033* which authorizes a Municipal Election to be held, **Tuesday, April 2, 2024**. The City of Hannibal Municipal Election schedule provides for the election of a First (1st) & Third (3rd) Councilmembers for a term to expire April 2027 and a Special Election for the Sixth (6th) Ward Councilmember for a term to expire April 2026. These positions are currently held by Darrell McCoy (1st Ward), Stephan Franke (3rd Ward), with the 6th Ward seat vacated by Jeffrey Veach.

Candidate filing for the above-mentioned positions will commence Tuesday, December 5, 2023, at 8:00 a.m., concluding Tuesday, December 26, 2023, at 5:00 p.m.

Should you have additional questions, please contact me directly. Your consideration and approval are greatly appreciated.

BILL NO. 23-033

ORDINANCE NO.

FIRST READING:

SECOND READING:

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 (1st), THIRD (3rd) AND SIXTH (6th) WARDS

WHEREAS, in accordance with the provisions of Charter of the City of Hannibal; *Section 17.01*, *there shall be a general municipal election for the purpose of electing a mayor, councilmen and other elective officers of the City and for the purpose of deciding any question which may lawfully be submitted to the electors*, and

WHEREAS the City of Hannibal 2024 election schedule provides for the election of Council Members of the First (1st), Third (3rd), and Sixth (6th) Wards, for the City of Hannibal.

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

SECTION ONE: That a Municipal Election for certain ballot proposals shall be held on Tuesday, the 2nd day of April 2024. Said election shall be held at such places in each ward and precinct as the county election authority may direct and as contained in the Election notice made a part of this Ordinance.

The City Clerk shall cause to be given ten (10) days notice of said Election by publication in the newspaper doing the official printing of the City of Hannibal, said notice to be signed by the Mayor and attested by the City Clerk, said notice to be printed in substantively the following form, to wit:

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

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

Tuesday, the 2nd day of April 2024

Council Member First (1st) Ward – three (3) year term to expire April 2027

Council Member Third (3rd) Ward – three (3) year term to expire April 2027

Council Member Sixth (6th) Ward – three (3) year term to expire April 2026

Michael Dobson, Mayor Pro Tem

ATTEST:

Melissa Cogdal - City Clerk

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

SECTION THREE: 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 Charter of the City of Hannibal.

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

Adopted this ____ day of _____, 2023.

Approved this ____ day of _____, 2023.

Michael Dobson, Mayor Pro Tem

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



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

FROM: Andrew Dorian

DATE: 10/24/2023

RE: 2426-28 Market Lot Purchase

The City recently opened bids for the sale of the empty City owned lot at 2426-28 Market. Due to multiple interested buyers the city elected to advertise this property for sale. The minimum bid requirement was \$750.

Two people submitted bids with Chester Hill submitting the high bid of \$1,001 for the lot.

A title report was completed showing no deed restrictions or liens.

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 for 2426-28 Market with the sale price of \$1,001 to Chester Hill.

AGREEMENT FOR TRANSFER OF REAL ESTATE

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between, **The City of Hannibal, a Missouri Municipal Corporation**, the Seller, and, Chester Hill of the County of Marion, the State of Missouri, the Buyer. The terms Seller and Buyer may be either singular or plural according to whichever is evidenced by the signatures below.

WITNESSETH: For and in consideration of the mutual obligations of the parties hereto, the Seller hereby agrees to sell and convey unto the Buyer and the Buyer agrees to purchase from the Seller, upon the terms and conditions hereinafter set forth, the following described real estate situated in the County of Marion, State of Missouri, to-wit:

LEGAL DESCRIPTION:

All that pml of Lot one hundred (100) in Lindell's Addition, Hannibal, Marion County, Missouri, described as follows, to wit: Begin at a point on the n011herly line of Market Street forty (40) feet southwesterly from the southeast corner of said Lot One Hundred (100), thence northwesterly parallel with the northeasterly line of said Lot One Hundred (100) to the southerly line of Willow Street; thence southwesterly along the southerly line of Willow Street fifty-three and seven tenths (53.7) feet, more or less, to a point on the said southerly line of Willow Street seventy-eight (78) feet northeasterly from the easterly line of Haydon Street; thence southeasterly parallel with the easterly line of Haydon Street, sixty-four (64) feet to a point; thence southwesterly parallel with the southerly line of Willow Street forty-eight (48) feet to the n011heasterly corner of a tract of land heretofore conveyed to John William Norfolk and wife by Warranty Deed dated July 18, 1945, recorded in Book 383, Page 617, Land Records Marion County, Missouri; thence southwesterly along the northeasterly line of said tract heretofore conveyed to said John William Norfolk and wife to the 11011herly line of Market Street; thence northeasterly along the northerly line of Market Street sixty-two and five tenths (62.5) feet, more or less, to the point of beginning, the tract of land hereby conveyed being all that part of Lot One Hundred (100) in Lindell's Addition not heretofore conveyed by Grantor C. E. Cousins.

being also described as: 2426-28 Market Hannibal, Mo 63401

TERMS OF SALE

1. The price for said property shall be **One Thousand and One Dollars (\$1,001.00)**, to be paid by Buyer in cash on the date of closing.
2. The parties acknowledge that the property was acquired by the City in a program intended to return blighted property to the tax rolls. The City has no specific knowledge regarding the conditions of this property. With full knowledge of this fact, the Buyer wishes to purchase this property in it's current or "as is" condition. Buyer Warrants that they have inspected the property to their satisfaction, that they have had sufficient time to insure that the property is appropriate for its intended use and that they are willing and capable of taking such action and expending such funds as may be necessary to bring this property into legal compliance with all federal, state,

county and municipal laws, regulations and rule.

TITLE AND CONDITION OF PROPERTY. It is understood and agreed that this property is conveyed as is and where is, without any warranty or guaranty as to the condition of the property or as to the status of title. Seller does not agree to provide title insurance or any assurance of title, and Buyer is solely responsible for obtaining any such insurance.

SELLER TO CONVEY BY SPECIAL WARRANTY DEED. The Seller shall deliver for the Buyers a SPECIAL warranty deed free and clear from all liens and encumbrances occasioned by the Seller, but no other. The cost of recording the deed, or any other required document shall be borne by the Buyer. The Buyers acknowledge that the said deed will contain restrictions which will bind the Buyers to certain requirements. The Buyers state and agree that they have reviewed such restrictions and agree to be bound by them. Buyers further agree that the inclusion of such terms in the deed is part of the consideration for the transaction.

EFFECTIVE DATE. The parties agree that this contract shall be effective upon signature by all parties. The parties further agree that the provisions of this agreement shall remain in force and effect after the date of closing, and that the terms herein may be enforced at any time within the applicable statute of limitations.

APPLICABLE LAW. In the event that there should be any dispute as to the interpretation of the terms of this agreement in regard to the rules of conflicts of laws, then this agreement shall be interpreted and governed by the laws of the State of Missouri. The parties specifically waive any right to trial by jury and consent to venue in Marion County, Missouri. In the event that Seller is required to enforce this agreement, Buyer shall bear the reasonable expenses of such enforcement, including the attorneys fees of Seller.

IN WITNESS whereof the parties have executed these presents the day and year as shown below.

Seller:

CITY OF HANNIBAL

BY: _____ Date _____

Mike Dobson, Mayor Pro Tem

Attest: Melissa Cogdal, City Clerk _____

Buyer

BY: Chester A Hill Date 10 24 23
Chester Hill

BY: _____ Date _____

RESOLUTION NO. 2486-23

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO CHESTER HILL FOR THE SALE OF CITY OWNED PROPERTY LOCATED AT 2426-28 MARKET IN THE AMOUNT OF \$1,001.

WHEREAS, the City of Hannibal is the owner of a vacant lot at 2426-28 Market, and

WHEREAS, Chester Hill would like to purchase this property, and

WHEREAS, \$1,001 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 2426-28 Market in the amount of \$1,001 to Chester Hill.

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

ADOPTED THIS 7th DAY OF November, 2023.

APPROVED THIS 7th DAY OF November, 2023.

MIKE DOBSON, MAYOR PRO TEM

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



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

FROM: Andrew Dorian

DATE: 10/17/2023

RE: 1908 Gordon Lot Purchase

Kathy Laynette Taylor and Samuel Christopher Smith would like to purchase 1908 Gordon from the City. A title report was completed showing no deed restrictions or liens.

Due to multiple interested parties, the City went out for bid for the sale of this property with Kathy Laynette Taylor and Samuel Christopher Smith submitting the high bid. The recommended sale price for this property is \$900 which covers all closing costs.

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

COVENANTS AND RESTRICTIONS

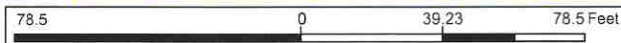
1. The property shall be kept maintained in accordance with the requirements of applicable laws and ordinances. The property shall be kept mowed at a minimum to the standards established by ordinance. Any structures on the home shall be maintained in such a manner as to comply with all applicable ordinances, 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 \$900 to Kathy Laynette Taylor and Samuel Christopher Smith

Marion County, MO



THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Road**
- <all other values>
- Interstate
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
- + Railroad**
- Parcel**
- Parcel Number/Acres
- Land Hook**
- DASHED LAND HOOK
 - SOLID LAND HOOK
- City Limit Line**
- Original Lot**
- Section**
- County Boundary**

Notes

RESOLUTION NO. 2485-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR
TO EXECUTE A SPECIAL WARRANTY DEED TO KATHY LAYNETTE
TAYLOR AND SAMUEL CHRISTOPHER SMITH FOR THE SALE OF CITY
OWNED PROPERTY LOCATED AT 1908 GORDON IN THE AMOUNT OF
\$900.**

WHEREAS, the City of Hannibal is the owner of a vacant lot at 1908 Gordon,
and

WHEREAS, Kathy Laynette Taylor and Samuel Christopher Smith would like to
purchase this property, and

WHEREAS, \$900 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 1908 Gordon in the amount of \$900 to
Kathy Laynette Taylor and Samuel Christopher Smith

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

ADOPTED THIS 7th DAY OF November 2023.

APPROVED THIS 7th DAY OF November 2023.

MIKE DOBSON, MAYOR PRO TEM

ATTEST:

MELISSA COGDAL, CITY CLERK



Hannibal Fire Department

Office of Fire Chief Ryan Neisen

2333 Palmyra Road O Hannibal, MO 63401

Phone: 573 221-0657 O Fax: 573 221-2431 O E-Mail: rneisen@hannibalfire.com

MEMORANDUM

Date: November 1, 2023

To: Mayor Pro Tem, City Manager and Council Members

From: Ryan Neisen, Fire Chief

Subject: Fire Truck Purchase Agreement

At the October 3rd, 2023, council meeting, approval was given to use Sourcewell in lieu of the normal bidding process and order the new fire truck up to \$865,000 due to emergency circumstances. We have worked closely with Banner Fire Equipment to create a spec for the new truck. Attached are the documents regarding the agreement to purchase the truck. We will not be responsible for any payments until the 2025-26 fiscal year.

I am asking for council approval to authorize the Mayor Pro Tem to execute the subsequent agreement and acceptance documents for the amount of \$864,825.00.



AGREEMENT

This Agreement ("Agreement") is made this 7th day of November 2023, by and between Banner Fire Equipment, Inc., 4289 Industrial Drive, Roxana, Illinois, 62084 (hereinafter "Company") and the City of Hannibal, Missouri (hereinafter "Buyer").

1.) Purchase: The Company agrees to sell, and the Buyer agrees to purchase, the fire apparatus and equipment described in the Company's Proposal and the Specifications attached hereto and hereby incorporated by reference (the "Apparatus"), all in accordance with the terms and conditions of this Agreement. Changes to the Specifications attached hereto will only be executed by the Company if documented by a Change Order signed by both parties. In the event of any conflict between the Company's Proposal and the Buyer's Specifications, the Company's proposal shall prevail.

2.) Price: Buyer agrees to pay a purchase price of **Eight Hundred sixty four thousand, eight hundred and twenty five dollars and no cents, (\$864,825.00)** Unless otherwise specified, this Purchase Price is exclusive of all Federal, State or local taxes of any nature. Any such taxes are the sole responsibility of the Buyer unless specifically added to the Purchase Price, at which time they will be paid by the Company; provided, however, if the Buyer claims the Order is exempt from any tax, Buyer agrees to furnish the applicable exemption certificate to the Company and to hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it.

Buyer agrees that the terms of payment shall include 90% of the purchase price due upon arrival of the unit at the Roxana, IL facility, with the balance due upon final pick up.

3.) Pre-Build: A pre-build conference will be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Agreement. Pre-build will be conducted via video conference at a location determined by the customer.

4.) Delivery: The Apparatus shall be delivered F.O.B. Roxana, Illinois approximately 810-900 calendar days after receipt of the order, based on execution of this Agreement by Buyer and the receipt and execution of same by the Company at its offices in Ocala, Florida. It is agreed that such delivery is subject to delays caused by war, acts of God, hurricane, labor shortages or strikes, inability to obtain materials, and other causes reasonably beyond the control of the Company and that the Company will not be liable for, and this Agreement may not be terminated on account of, such delays. Buyer will be notified no less than fourteen (14) business days in advance of the delivery date.

5.) Customer Inspection: Customer will notified by the Buyer when the Apparatus is ready for final inspection ("Notice of Inspection") and Buyer will have up to ten (10) business days from the Notice of Inspection to conduct Buyer's inspection at the Banner Fire Equipment in Roxana, IL. In the event Buyer is unable to be physically present for the inspection, the Company shall provide Buyer with a virtual inspection of the Apparatus. After the inspection or in the event the Buyer fails to make inspection of the Apparatus within the ten (10) business day period after the Notice of Inspection, Company shall deliver the Apparatus to the Company's Roxana, Illinois facility plant. Company shall hold the apparatus at the Roxana, Illinois facility until such time as Buyer makes inspection, and/or takes delivery of the Apparatus. In the event Buyer fails to make inspection at the Roxana, Illinois facility and/or fails to take delivery of the Apparatus through no fault of the Company, Company shall charge Buyer a storage fee for each day the Apparatus remains at the Roxana, Illinois facility, calculated pro-rata for each day at an annual rate of 18% on the price specified in paragraph 2.



Buyer shall bear the risk of loss or damage to the Apparatus remaining in the possession of the Company after the ten (10) business day period following the delivery to the Roxana, Illinois facility.

6.) Buyer's Cancellation for Convenience. If Buyer tenders any cancellation hereunder, Buyer shall nevertheless accept delivery of all products which are completed at the time of cancellation. Those products which constitute work-in-process inventory at the time of cancellation shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price specified in Paragraph 2. Buyer also shall pay promptly to Company the costs of settling and paying claims arising out of the termination of work under Company's subcontracts or vendors, plus an additional 15% to defray Company's accounting, legal, and clerical costs arising out of the cancellation.

7.) Title: The Company and Buyer agree that the Manufacturer's Certificate of Origin shall remain with the Company until the Company has been paid in full. Provided that the Company has been paid in full, the Certificate of Origin shall remain with the Company until the Apparatus leaves Company premises in the physical custody of the Buyer. Certificate of Origin will be sent to customer within ten business days after pick up of vehicle. Upon pick up by Buyer, responsibility for title application, ownership and risk of loss shall pass from Company to Buyer.

8.) Warranty: The Company warrants each new Apparatus manufactured against defects in material and workmanship for a period of one year from the in-service date per the Warranty Registration Card. Warranties beyond one year may be applicable to certain components of the Apparatus as described in the Statements of Warranty attached hereto and incorporated herein. This warranty is in favor of the original user/purchaser, in accordance with the Company's preprinted Statements of Warranty which are attached to the Agreement. Buyer hereby acknowledges receipt of the Company's Statements of Warranty that are attached hereto.

9.) Notices: The parties to this Agreement designate **Chief Ryan Neisen** as representative of the Buyer and Jeff McReynolds as representative of the Company for purposes of all communications regarding this Agreement.

10.) Waiver of Jury Trial: The parties to this Agreement agree that any dispute arising hereunder, if brought before a court having proper jurisdiction, shall be adjudicated in a bench trial and the parties expressly waive any right to have such matter(s) tried before a jury.

11.) Entire Agreement: This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior discussions and Agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or Agreements not herein expressed and all modifications or amendments of this Agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties hereto.

12.) Acceptance by Company: This Agreement shall not constitute a valid and binding obligation of the Company until accepted in writing by an officer of the Company at its offices in Roxana, Illinois. When requested by the Company, the Buyer shall furnish a satisfactory written opinion of the Buyer's attorney that the Buyer has the power to make the Agreement, that the individual signing is authorized to sign on behalf of the Buyer, and that this Agreement is a valid, legal and enforceable obligation of the Buyer.



13.) **Mutual Attorneys' Fee Provision:** Should the Company or the Buyer bring any action against the other with respect to this Agreement, the party that does not prevail upon the action, as determined by the court, shall be liable to the other party for any reasonable attorneys' fees, costs and expenses (including expenses of litigation) incurred by such other party and as determined by the court. This provision shall survive payment and delivery of the Apparatus.

IN WITNESS WHEREOF, The Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

BUYER:

CITY OF HANNIBAL MISSOURI

By: _____

Title: _____

Date: _____

COMPANY:

BANNER FIRE EQUIPMENT, INC.

By: _____
Michael T. Benker

Title: Dealer Principal

Date: _____



FIRE APPARATUS PROPOSAL

DATE: October 30, 2023

This proposal has been prepared for:

**City of Hannibal Mo Fire Department
City Hall
320 Broadway
Hannibal, MO 63401**

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

UNIT QUANTITY	MODEL	PRICE
1	E-One Rescue Pumper, Side Mount E Max , 1500 GPM Pump, 530-gal poly tank, mounted on an E-One Typhoon Medium Custom Chassis equipped with a Cummins X12 455 hp engine per specs.	\$864,825.00

Banner Fire Equipment Quote # 127354

Customer Sourcewell ID # 18242 City of Hannibal , MO

Sourcewell Contract # 113021-REVG-1 Maturity Date 2/10/2026

Delivery will be FOB South Roxana, Il. and will be made approximately 810-900 calendar days after receipt of order at the Florida plant, based upon proper execution of the attached agreement by both parties. Terms of Payment are 90% of the purchase price due upon arrival of the unit at our South Roxana, Il facility with the balance due upon pick up.

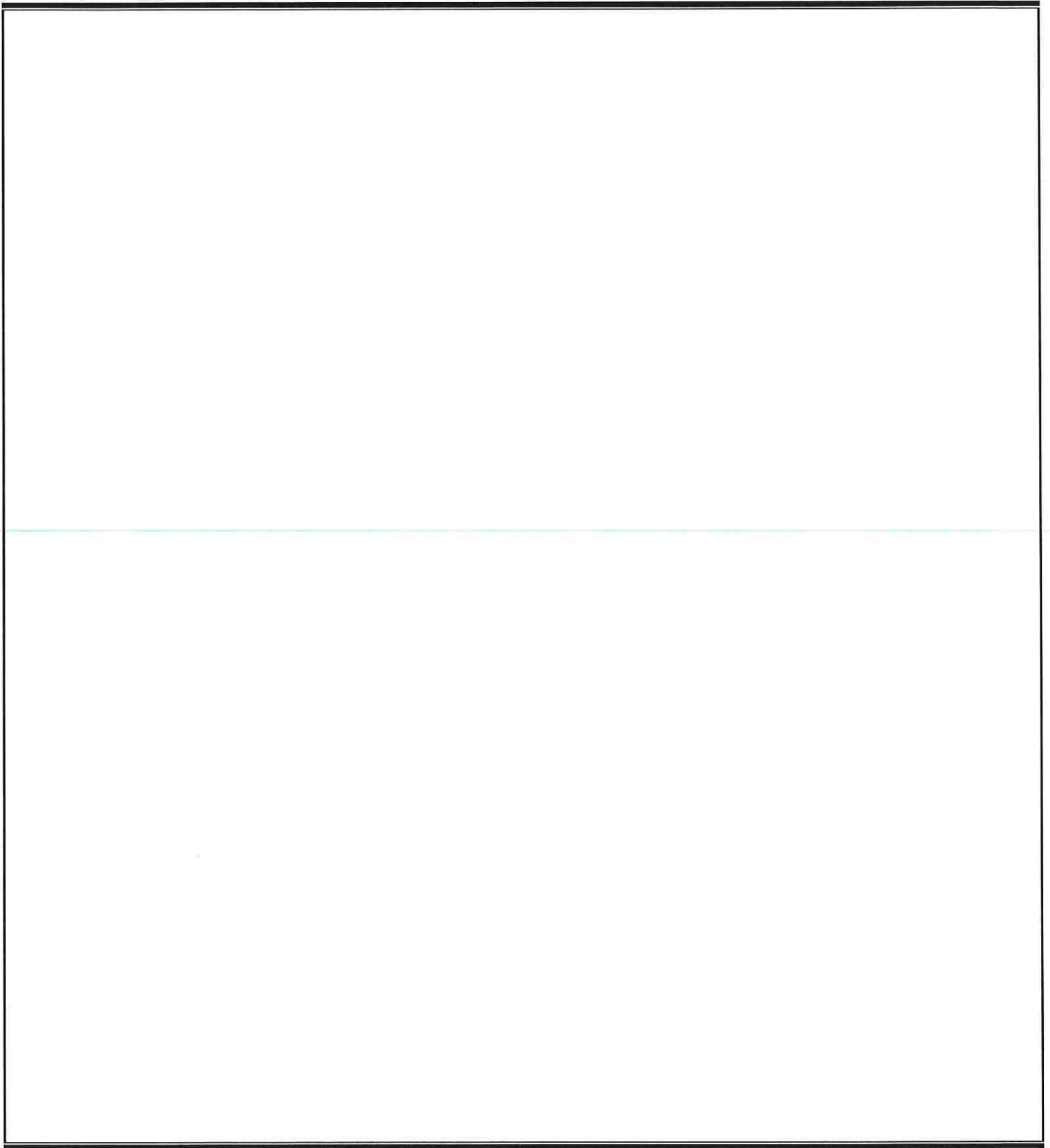
Price listed above is firm for 30 days. Price is subject to increase after that time.

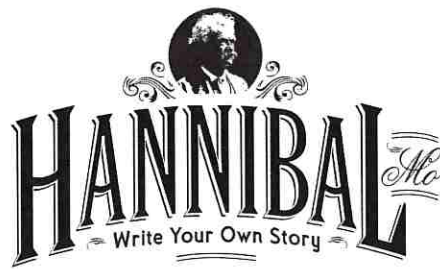
Company: BANNER FIRE EQUIPMENT, INC.

By: Jeff McReynolds

Jeff McReynolds

Title: NEMO Territory Manager





MEMORANDUM

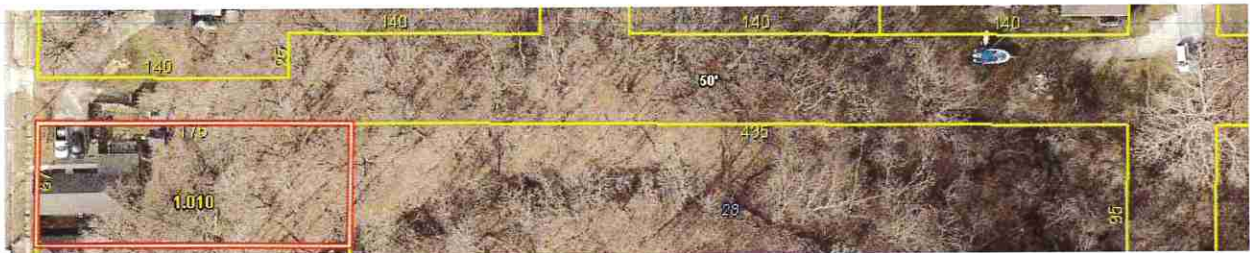
To: Mayor and City Council

From: DONNA KLINGLER, DPW Management Assistant

Re: Choteau Street Vacation

Date: OCTOBER 9, 2023

Planning & Zoning has received an application to vacate an undeveloped street, previously dedicated to the public use, being all that part of Choteau Street lying between Valley Street and Union Street in Buchanan's Addition, per plat recorded in Plat Book 2, Page 8, Marion County Records. On the attached photo, the area outlined is what is being requested to vacate.



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

The Planning and Zoning Committee heard this request at their meeting on Thursday, September 21st, and there were no objections to this request. Mark Bross with Klingler and Associates also reviewed the request for the vacation prior to P&Z, he too has no objections to the vacation of the street.

BILL NO. 23-031

ORDINANCE NO.

FIRST READING 11.07.2023

SECOND READING

**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**

WHEREAS, a portion of Choteau Street was previously dedicated to the public use for street purposes, and such tract was accepted for such purpose by the City of Hannibal, at the time of platting Buchanan's Addition to the City of Hannibal, and

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

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

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

WHEREAS, the vacation request was heard at the Planning and Zoning meeting on September 21, 2023, and

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

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

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

SECTION ONE: The Council hereby vacates and abandons an undeveloped street, previously dedicated to the public use, being all that part of Choteau Street lying between Valley Street and Union Street in Buchanan's Addition, per plat recorded in Plat Book 2, Page 8, Marion County Records.

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

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

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

Adopted this ____ day of _____ 2023.

Approved this ____ day of _____ 2023.

Mike Dobson, Mayor Pro-Tem

ATTEST:

Melissa Cogdal, City Clerk