### City of Hannibal

### OFFICIAL COUNCIL AGENDA

Tuesday May 17, 2022 Council Chambers 7:00 p.m.

**ROLL CALL** 

**CALL TO ORDER** 

**INVOCATION** 

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

Regularly Scheduled Council Meeting – May 3, 2022

APPROVAL OF PAYROLL AND CLAIMS

First Half – May 2022

### JIM CONIGLIO - HHS CROSS COUNTRY

Re: Request, Street Closures – Pirate Pride 5K Saturday, June 11, 2022- 9:00 am- 11:00 am

MELISSA CUMMINS- MARK TWAIN MUSEUM

Re: Request, Street Closures – Music Under The Stars Thursdays June 2- August 25, 2022- 5:00 pm- 9:15 pm

**COREY MEHAFFY- MRRPA** 

### Re: Funding for MRRPA Development

#### **JACOB W. NACKE**

Re: Purchase of Portable Radios, Extended Warranties, Batteries and Chargers A&W Communications, \$10,746.18

### **MEGAN RAPP - DIRECTOR, HCVB**

Re: PMF Grant Application-Matching Marketing Funds Convention Visitors Bureau- \$120,000

#### MIKE MURPHY - BUILDING INSPECTOR

Re: Timber View Terrace Subdivision (Bill No. 22-13, to follow)

### ANDY DORIAN, DIRECTOR - CENTRAL SERVICES

Re: Drum Mulcher Bid Award Woody's Municipal Supply Company- \$32,985

> Re: Approval of Annual Materials Various

Re: Land Conservation Partnership Grant Agreement Missouri Department of Conservation- \$100, 000 (Resolution No. 2410-22, to follow)

> Re: 1906 Irwin Lot Purchase Shawn and Billie Frick (Resolution No. 2411-22, to follow)

#### JAMES LEMON – CITY ATTORNEY

Re: Acquisition of Right of Way Missouri Department of Transportation- Highway 79 Overpass

> Re: Amendment of Proposed Franchise Agreement Midstates Gas Company (Bill No. 22-006, to follow)

> > **RESOLUTION NO. 2410-22**

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO SIGN A LAND CONSERVATION PARTNERSHIP GRANT AGREEMENT IN ORDER TO RECEIVE \$100,000 FOR THE CONSTRUCTION OF A NATURE PAVILION AT THE SODALIS NATURE PRESERVE.

### **RESOLUTION NO. 2411-22**

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A SECOND SPECIAL WARRANTY DEED TO SHAWN FRICK AND BILLIE FRICK FOR THE SALE OF CITY OWNED PROPERTY LOCATED AT 1906 IRWIN ADDING THE OMITTED LEGAL DESCRIPTION FROM THE ORIGINAL WARRANTY DEED.

### **BILL NO. 22-013**

AN ORDINANCE OF THE CITY OF HANNIBAL APPROVING AND ACCEPTING THE FINAL PART OF THE TIMBER VIEW TERRACE SUBDIVISION BEING PART OF THE WEST HALF OF THE WEST HALF OF SECTION 24, TOWNSHIP 57 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MARION COUNTY, MISSOURI.

### **First Reading**

#### **BILL NO. 22-006**

AN ORDINANCE GRANTING A FRANCHISE BY THE CITY OF HANNIBAL, COUNTY OF MARION, MISSOURI, TO LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP. DBA LIBERTY UTILITIES OR LIBERTY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO FURNISH, SELL AND DISTRIBUTE GAS TO THE CITY AND TO ALL PERSONS, BUSINESSES AND INDUSTRIES WITHIN THE CITY AND THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH SAID CITY ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL AND DISTRIBUTE GAS TO THE CITY AND TO ALL PERSONS, BUSINESSES AND INDUSTRIES WITHIN THE CITY AND IN THE TERRITORY ADJACENT THERETO AND THE RIGHT TO MAKE REASONABLE USE OF ALL STREETS AND OTHER PUBLIC PLACES AS MAY BE NECESSARY, AND FIXING THE TERMS AND CONDITIONS THEREOF.

Second Reading, as amended

### **CLOSED SESSION**

In Accordance with RSMo. 610.021 (3)

### ADJOURNMENT

217 office of City Clerk



Angelica N Vance

Special event application
Today's Date: 5 9 2022. Date you Welvio be placed on Agendar 5 17 2022
YOUR Organization: HHS Cross Courtey Special Events 5K Liver Als EVE
Date(6):of Event: 611 2022 Requested Times (from - (c) 9-11
Description of Activity: 3.1 Mile Road race that starts on the GAMPS of 11HS but also includes streets in the 15T
Primary Contact Person(s):
Work Phone: SAME Cell Phone: SAME E-mall Jeoniglio To hannibullo cu
Appletance Needed (locallon, etc.) HPD to manter palmyra Read  Crossing at Hus Entrance   Pullian St.
the state of the s
DEPARTMENTAL COMMENTS:
More information
Lt Gene
Fire: No. 1554 With this owent. Depi Cost
Chief Newsen
HCVB Just for awareness, this is the Bept. Cost D
Same Weekend as the Great Girifriena Othicuse, no Comments M. Rapp
Building Inspector: NO COMMENTS Dept. Cost Q
y hurphy
Parker No objections Dapi Coat: Q
A Dran
Street: No objections Dept. Cost Q
ADorigin

5 22 a



### CITY OF HANNIBAL

### **Special Event Safety Plan**

Questions or ingulaies: Contact Hannibal Fire Department @ 578-221-0637

1.	GENERAL D. 1 1 50
	Event Name 15014 1000 Date of Event Date of Event
	Location/Address/Facility Name HAS CAMPS WYAKENDE College St.
	Neghtor head!
	Expected Number of Attendees: 100 +

- 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.
  - II. 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.
- HI. 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 Contacts Tim Consistio

8.	Emerge	ncy 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 caliback number.
	2.	Will on-sight EMS he provided?  Ves XVo
		If yes, contact name and phone
	3.	Will on-site security be provided?
		If yes, contact name and phone
C.	Severe	Weather
	1.	Weather forecasts and turrent conditions will be monitored throughout the entirely of the event.
	2.	Refore 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.	<u>During the event</u> — if severe weather occurs during the event, the EAP event representative or his/her designed 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.
Ø.	Fire	
	1.	Has a specific hazard been identified as an increased risk of fire at this event?
		If yes, what has been identified?
	2.	Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.

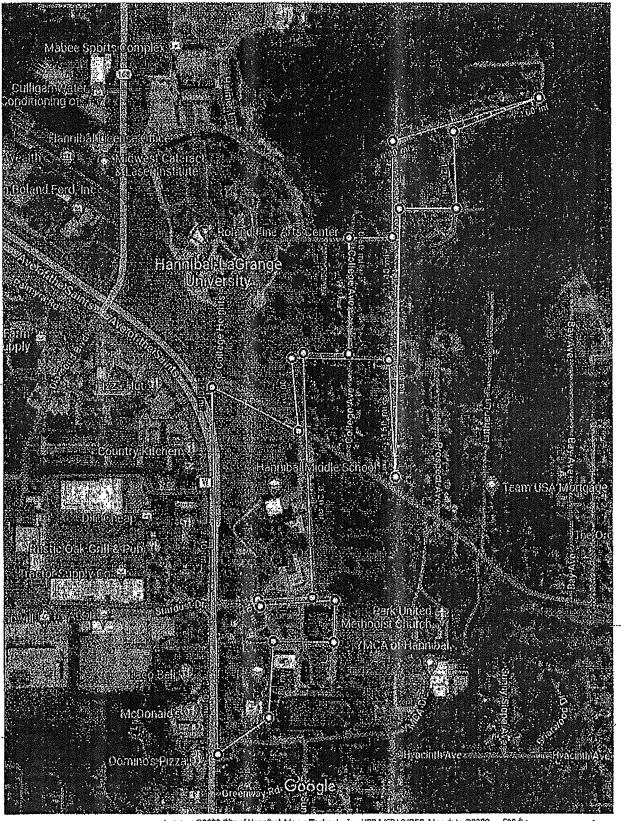
3. Any food vondors will be inspected when appropriate by the fire code and must meet

4. Should an incident occur that requires the Fire Department, CALL911. The caller should have the following information available to give the 911 dispatcher: Nature of the

emergency, location, and contact person with a caliback number.

permitting requirements.

E. Medical Emergencies	
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 bean Identified at this event?  No Just at intersection of Palmyra Rd + Pull Am	8
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	Attinition in the contraction of the state o
G. Emergency Vehicle Access	
1. Access to emergency vehicles will be maintained at all times.	
Z. Fire lanes and fire hydrants will not be obstructed.	
<ol> <li>Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks, or public throughways.</li> </ol>	The state of the s
4. Crowd control will be managed by:  Staff or On-site Security	enton SCHOOL DE CONTRA
V. CONTACT INFORMATION	teres i de la constitución de la
Primary Contact: Jim Coniglio Cell Phone: 217-653-5994	-
Secondary Contact: Cell Phone:	The Address of the Ad
Dial 911 in case of emergency	esection of
VI. EVENT AREA MAP (attach next page)	



imagery @2022 City of Hannibal, Mexar Technologies, USDA/FPAC/GEO, Map date @2022 S00 ft



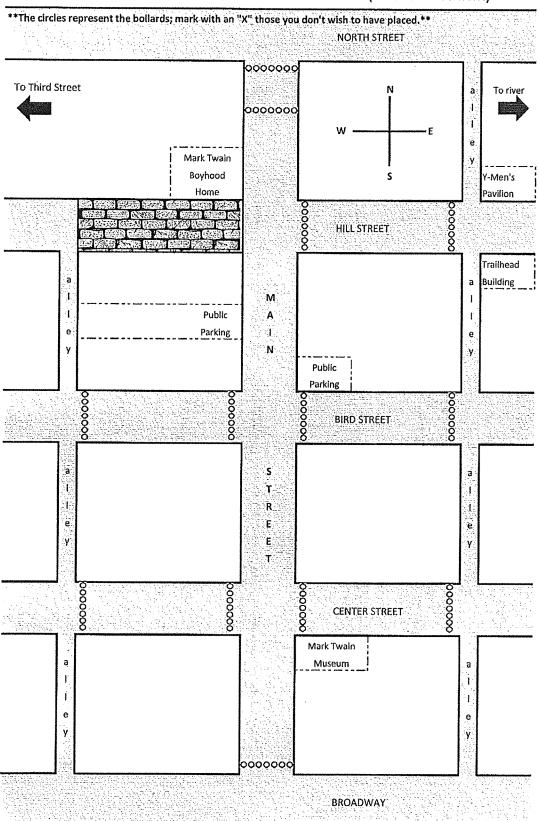
#### Return to:

Office of the City Clerk Attention: Debbie White 320 Broadway Hannibal, MO 63401 Ph (573) 221-0111 ext.221 Fax (573) 221-8191

SPECIAL EVENT APPLICATION
(Council Meetings are the 1st & 3rd Tuesday of each month)

Today's Date: May 3, 2022	Date you wish to be placed of	on Agenda: May 17, 2022	
Your Organization: Mark Twain Museum		#115-15-15-15-15-15-15-15-15-15-15-15-15-	
Event: Thursdays June 2 - August 25	Requested Times (from - t	o) 5 pm to 9:15 pm	
Activity: Music Under the Stars summe at 5:00 pm to 9:30 pm. Food vocontracted at this time and do	rendor will obtain Temporary F	need street closure at Hill ood Permit. No alcohol ve	and Main nd <del>ors are</del>
Primary Contact Person(s): Melissa C	Cummins	Home Phone: 573-795-45	559
Work Phone: 573-221-9010 ext. 404	Cell Phone: 573-795-4559	melissa.cummii E-mail:	ns@marktwainmuseum.org
Assistance Needed (location, etc.) 3 Bar	rricades to be left at corner of 3rd and	Hill. Will be placed each Thursda	ay for concerts
DEPARTMENTAL COMMENTS:  Police: 1+ doesn't appear on our par	Lhis Will need au	uy extre Dept. Cos	
Fire: No Issue with this	event	Dept. Cos	t _Ø
		Chief News	en
Public Works:		Dept. Cos	t .
Building Inspector: No Commen	t	Dept. Cos	\$ _D
		M Mun	>hy
Parks: No dojection		Dept. Cost	1 9
		A Dorian	

### HISTORIC DISTRICT - PROPOSED STREET CLOSURES (Bollard Placement)



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



### **CITY OF HANNIBAL**

### **Special Event Safety Plan**

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

1.	GEN	<b>ERAL</b>
	ULIV	LIVAL

Event Name Music Under the Stars

Location/Address/Facility Name 206-208 Hill Street pedestrian area to 3rd Street

Expected Number of Attendees: 375 - 1000

### 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 Conta	Melissa Cummins
	73-795-4559

в.	Emergency Notification			
	1.	In the event of an emergency, notification of the emerger		

	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.	Sever	e Weather
C.		Weather forecasts and current conditions will be monitored throughout the entirety of the
	1.	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.	<u>During the event</u> – 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	2. Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.
	:	<ol> <li>Any food vendors will be inspected when appropriate by the fire code and must meet permitting requirements.</li> </ol>
		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			
<ol> <li>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</li> </ol>			
2. Are there limited provisions for on-site Emergency Medical Services at this event?  Yes No			
<ol> <li>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</li> <li>On-site EMS officer or 911 Dispatch</li> </ol>			
F. Law Enforcement			
<ol> <li>Has a need for constant Law Enforcement presence been identified at this event?</li> </ol> Yes ✓ No			
<ol> <li>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.</li> <li>On-site Security or 911 Dispatch for Law Enforcement</li> </ol>			
G. Emergency Vehicle Access			
<ol> <li>Access to emergency vehicles will be maintained at all times.</li> <li>Fire lanes and fire hydrants will not be obstructed.</li> </ol>			
4. Crowd control will be managed by:  Staff or On-site Security			
V. CONTACT INFORMATION			
Primary Contact: Melissa Cummins 573-795-4550			
Secondary Contact: James Lundgren  Cell Phone: 573-795-4559  Cell Phone: 507-993-9166			
Dial 911 in case of emergency			

VI. EVENT AREA MAP (attach next page)



Lisa Peck City Manager

## MEMORANDUM

To: Mayor Hark and Members of the Hannibal City Council

From: Lisa Peck, City Manager

Support Letter for Funding for Marion/Ralls Regional Port Authority (MRRPA)

Development

Date: May 13, 2022

Corey Mehaffy is requesting a support letter for funding for the Marion/Ralls Regional Port Authority development of a public port located in West Quincy. He will be in attendance to discuss the project.



Office of the Secretary of Transportation 1200 New Jersey Ave, SE Washington, DC 20590 United States

### RE: Funding for Marion/Ralls Regional Port Authority (MRRPA) Development

Dear Secretary Buttigieg,

This letter is to express the support of the City of Hannibal for the MRRPA 2022 application for Port Infrastructure Development Program, or PIDP Discretionary Grant program to fund the proposed Port Development Project (Project) in rural Marion County, Missouri.

The Project is of regional importance, and the argument could be made that it is one of state and federal importance as it relates to economic vitality, river commerce and economic development. The Project to establish this port development will improve the safety, efficiency and reliability of the movement of goods through ports and intermodal connections to ports.

This innovative Project will allow small and mid-size businesses in the rural tri-state area access to the most efficient transportation system, which is something they could not afford to do on their own, in terms of building their own private terminals of such scale and efficiency.

Further, a recent port feasibility study conducted by Klingner and Associates, P.C. identified companies that could potentially utilize a multimodal port on the Mississippi River, offering rail, truck, and barge access, for outbound and inbound shipments of commodities, final products, and materials, both domestically and internationally. The proposed project in rural Marion County will be the only public port between St. Louis, MO and the Quad Cities, IA to offer barge, rail and truck services.

Market research indicated specific challenges facing businesses in the performance of port and rail shipments/transfers. Many of these challenges could be addressed in the proper development of a port facility in rural Marion or Ralls Counties. As with any potential development, there are costs associated with both startup and to address the needs of potential port users. These startup costs for the Port Authority are likely to include land

acquisition, surveying, legal, permitting, engineering, and construction of facilities (i.e. entrances, roadways, railways, docks, mooring structures, etc.).

It is important to mention that this rural project cannot be built unless federal funds are available. We respectfully request that you take action to approve this PIDP application to fund the MRRPA Port Development. We are grateful for the matching funds that have been committed from our state and local partners and believe this support speaks to the regional importance of this project.

Fully funding this rural Public Port Development will enable MRRPA to enter into discussions about logistics hubs/distribution centers that will provide thousands of jobs to rural Northeast Missouri, and the Tri-State Area.

We appreciate your support of this application. If you have any questions, please do not hesitate to contact us.

Sincerely,

James Hark Mayor

> City of Hannibal 320 Broadway, Hannibal, MO 63401 P 573.221.0111 F 573.221.0707 www.hannibal-mo.gov



### Hannibal Police Department Jacob Nacke, Lieutenant 777 Broadway, P O Box 793 Hannibal, MO 63401

Police Department (573) 221-0987 Department Fax (573) 221-3966 E-mail jnacke@hannibalpd.com

May 12, 2022

Dear Mayor Hark and Council Members,

As part of the ongoing radio project we are looking to purchase three additional portable radios, extended warranties, six earpieces, twelve batteries, and one multi-radio charger. The purchase is due to additional USDA funds being available due to the less than anticipated radio project cost.

A state contract was utilized (60520CO0721) which was awarded to A&W Communications of Eolia Missouri.

The additional radios and accessories will be used by each department to facilitate replacements, and provide extra equipment should the need arise. The equipment and radios are compatible with the previous purchases made with the radio project.

In accordance with Hannibal City Charter Sec. 9.13 (6), I ask for Council's permission to purchase the radios and equipment from A&W Communications for \$10,746.18. Funding will come from from the USDA Rural Development Community Facilities Grant (\$10,551.71) with the remaining (\$195.18) coming from the Hannibal Police Department's budget.

Respectfully,

Lt, Jacob Nacke



### **MEMORANDUM**

TO:

Mayor Jim Hark and Members of City Council

FROM:

Megan Rapp, Director of Conventions & Tourism

DATE:

May 12, 2022

REGARDS:

PMF Grant Application - Matching Marketing Funds

### PROMOTE MISSOURI FUND (PMF) GRANT APPLICATION

The Hannibal Convention & Visitors Bureau (HCVB) would like to request approval to submit a grant application to the Missouri Division of Tourism for the Promote Missouri Fund and, if awarded, allow the Mayor to enter into an agreement. In the Promote Missouri Fund Program, the HCVB is allowed to request up to \$60,000, with the CVB matching the grant dollars 50/50 for a total of \$120,000. The funds assist with advertising in the leisure travel market.

HCVB requests Council approval to submit a grant application and, if approved, allow the Mayor to enter into an agreement with the Missouri Division of Tourism for up to the amount of \$120,000.

BILL NO.	ORDINANCE NO
FIRST READING	SECOND READING

AN ORDINANCE OF THE CITY OF HANNIBAL APPROVING AND ACCEPTING THE FINAL PLAT OF THE TIMBER VIEW TERRACE SUBDIVISION, A SUBDIVISION BEING PART OF THE WEST HALF OF THE WEST HALF OF SECTION 24, TOWNSHIP 57 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MARION COUNTY, MISSOURI

WHEREAS, the owners of the property known as Timber View Terrace Development, LLC, have submitted a final subdivision plat, and

WHEREAS, the Planning and Zoning Commission held a meeting on April 21, 2022, reviewed the final plat and favorably recommended approval, and

WHEREAS, the Timber View Terrace Subdivision will entail approximately 11 residential lots, on approximately 12.5-acre tract of land with the lots being accessory buildings, detached single-family dwellings, duplex and triplex attached dwellings, multifamily dwellings, rental apartments, condominiums/townhouses attached (ownership) and limited office/commercial, and

WHEREAS, the final plat has been favorably approved by the City's consulting engineer.

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

**SECTION ONE:** The Final Plat of The Timber View Terrace Subdivision being part of the West half of the West half of Section 24, Township 57 North, Range 5 West of the Fifth Principal Meridian, Marion County, Missouri being more particularly described as follows:

Commencing at the West Quarter corner of said Section 24; thence South 01 degree 09 minutes 19 seconds West on the west line of said Section 24 a distance of 167.84 feet to the northeast corner of said 13.0 acre tract, said corner also being on the southerly right of way line of Stardust Drive; thence North 56 degrees 10 minutes 16 seconds East on said southerly right of way line a record 324.30 feet measured as 324.36 feet to a point on the west line of The Meadows Subdivision; thence South 37 degrees 38 minutes 35 seconds East on said west line 430.90 feet; thence North 88 degrees 50 minutes 40 seconds West 235.71 feet; thence South 01 degree 09 minutes 20 seconds West 270.00 feet; thence North 88 degrees 50 minutes 40 seconds West 180.00 feet; thence North 01 degree 09 minutes 20 seconds East 39.90 feet; thence North 88 degrees 50 minutes 40 seconds West 120.04 feet to a point on the west line of said Section 24; thence North 01 degree 09 minutes 19 seconds East on said west line 379.96 feet to the point of beginning, containing 4.27 acres, more or less, and subject to easements of record.

TOGETHER WITH an easement for emergency vehicle turn-around lying in a part of said 13.0-acre tract as shown on Survey #2015-003972 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during May of 2015, said tract being a part of the West Half of the West Half of Section 24, Township 57 North, Range 5 West of the Fifth Principal Meridian, Marion County, Missouri, said easement described as follows:

Commencing at the southeast corner of the above described 4.27 acre tract; thence North 88 degrees 50 minutes 40 seconds West on the south line of said 4.27 acre tract 85.00 feet to the

point of beginning of said easement; thence South 01 degree 09 minutes 20 seconds West parallel with the east line of said 4.27 acre tract 40.00 feet; thence North 88 degrees 50 minutes 40 seconds West parallel with the south line of said 4.27 acre tract 130.00 feet; thence North 01 degree 09 minutes 20 seconds East parallel with the east line of said 4.27 acre tract 40.00 feet to a point on the south line extended of said 4.27 acre tract; thence South 88 degrees 50 minutes 40 seconds East on said south line extended and on the south line of said 4.27 acre tract 130.00 feet to the point of beginning.

**SECTION TWO:** All expenses in connection with the approval and acceptance of this ordinance are hereby deemed to be at the expense of the proprietors.

**SECTION THREE:** This subdivision currently zoned PDR – Planned Density Residential zoning district, pursuant to the zoning regulations of the City of Hannibal, Missouri. Said zoning shall remain, and no action taken herein shall be considered to modify to amend such zoning. Further, that the land encompassed by this subdivision currently lies within the present 1<sup>st</sup> Ward of the City of Hannibal. Said Ward shall remain, and no action taken herein shall be considered to modify or amend such Ward or Precinct designation.

**SECTION FOUR:** That the City Council of the City of Hannibal does by this Ordinance accept said subdivision as a subdivision of the City of Hannibal, Missouri and declare it to be part of the City of Hannibal, Missouri.

**SECTION FIVE:** It hereby is declared to the intention of the City Council that each part, portion and sub-portion of this Ordinance shall be separate and severable from each other part, portion or sub-portion hereof and that the City Council intends to adopt each said part, portion or sub-portion separately and independently of any other part, portion or sub-portion. In the event that any part of this Ordinance shall be determined to be or have been unlawful or unconstitutional, the remaining parts, portions and sub-portions shall be and remain in full force and effect.

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

	, 2022.	
day of	, 2022.	
	James R. Hark, Mayor	
C. CMO. CH. Ch.		
	day of	



To:

**Mayor and City Council** 

From:

Mike Murphy - Building Inspector

Re:

**Final Plat Approval-Timberview Terrace Subdivision** 

Date:

May 9, 2022

On April 21, 2022, Klingner, representing Joe Churchill, came before The Planning and Zoning Commission to present the Final Plat of The Timberview Terrace Subdivision. This will be a residential subdivision, located on Stardust Drive. The property is zoned PDR – Planned Density Residential, which allows for accessory buildings, detached single-family dwellings, duplex and triplex attached dwellings, multifamily dwellings, rental apartments, condominiums/townhouses attached (ownership) and limited office/commercial

This approximate 12.5 acres of land will entail approximately 11 residential lots.

The Planning and Zoning Commission approved the Final Plat of The Timberview Terrace Subdivision on April 21, 2022 and recommended favorably.

The Department of Public Works recommends the first reading of the Ordinance approving the Final Plat of the Timberview Terrace Subdivision from Joe Churchill and Klingner & Associates.

Airdeter D6@antral Services
City of Hannibal
320 Broadway
Hannibal, MO 63401

Ph: 573-221-0154

Fax: 573 221-0707

Email: adorian@hannibal-mo.gov

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

FROM: Andrew Dorian

DATE: 5/10/22

RE: Drum Mulcher Bid Award

The Hannibal Parks and Recreation Department recently opened bids for a drum mulcher for our Skid Steer. The drum mulcher will be used to;

- Maintain Off Road Trails
- Construct and maintain the new 18 Hole Technical Disc Golf Course that will be built in the woods in Huckleberry Park
- Manage woody vegetation along paved trails in Sodalis, Bear Creek Trail and Riverview Road
- Small tree growth removal at the Airport and City Right of Ways

We received 2 bids with the low bid of \$32,985 coming from Woody's Municipal Supply Company.

The Parks Department recommends the low bid of \$32,985 from Woody's Municipal Supply Company for a 60" SK Drum Mulcher.



2410-20

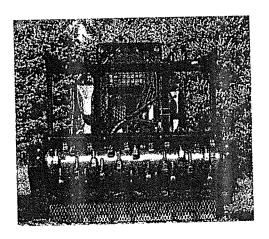


Quote

April 12, 2022

Hannibal Board of Public Works #3 Industrial Loop Drive Hannibal, MO 63401 573-231-7129

### **Quote for Diamond 60" SK Drum Mulcher**



- Variable Displacement Piston Motor
- Heavy Duty Push Bar
- AR400 Liner
- Access Panel for ease of Maint.
- Severe Duty Rated Bearings
- Carbide Teeth

Tot	al:	Pa	cka	ge	Pr	ice	:
101							•

\$32,985.00

Signature for approval Date
-----------------------------

Quote good for 30 days

PO Box 432 Edwardsville IL, 62025 Phone 618-656-6404 Fax 618-656-6105

### BID PROPOSAL

### Diamond 60" SK Drum Mulcher

Proposal	lof Woody's Municipal Supply	(hereinafter referred to as
	"), a TL Corporation/Partnership/So. State (Strike-Thru)	le Proprietorship.
1.	The undersigned vendor proposes to furnish the City of Hanr Mulcher and accessories in accordance with the Invitation to	nibal, Missouri one Diamond 60" SK Drum Bid and the Specifications.
	Bidder acknowledges receipt of the following Addenda:	
	Addendum No.	Addendum Date
TOTAI	L FOR DIAMOND 60" SK DRUM MULCHER	
\$ 36	2,985.00	
Thir Total in	ty Two Thousand, Nine Hundred Eisen Words	why Five
Anticip	pated Delivery Time (in days)56	
	For the above-stipulated equipment, each vendor literature, a listing of options and warranty inform specifications. The equipment shall meet current safe manufacture, and shall be furnished complete, serviced	nation to document compliance with the ety standards, shall be of a new and current
	ce attached	
	,	
3.	In the case of a discrepancy between the Totals, the the "Total in Figures". The bid will be awarded based	"Total in Words" will take precedence over don the Total bid amount.
4.	The quoted price for the equipment shall include equipment, materials, options, labor, delivery charges	e all costs for installation including the s, title preparation, and other administration

5. The Drum Mulcher is to be delivered to the Hannibal Street Department Maintenance Facility at. 701 Warren Barrett Dr, Hannibal, MO 63401Phone: 573-221-0111.

costs.



## MEMORANDUM

To: Mayor and City Council

From: Andy Dorian, Director of Central Services

**Re:** Approval of Annual Materials

Date: May 10, 2022

On Thursday, May 5, 2022 the Hannibal Street Department went out for bids on our Annual Materials. The Bid Tabulations are on the attached sheets, but I would like to give a price breakdown for each bid and any changes from our bids last year.

### Aggregates SD-2022/23-1 Single Bidder was Central Stone

Item Type 1 or 2 Flex Base Commercial Flex Base	2021/22 \$9.15 \$9.15	2022/23 \$9.60 \$9.60
1-1/2 Surfacing ½" Bituminous Surface	\$9.50 \$15.50	\$10.15 \$16.15
3/8" Seal Coat	\$15.50	\$16.30
Granular Fill Quarry Run	\$5.20 \$9.55	\$5.45 \$10.05
1" Resurfacing	\$10.25	\$10.75
Rip Rap 3/8 Seal Coat (gravel)	\$19.00 \$16.00	\$19.95 \$16.75
Concrete Sand	\$8.95	\$9.50
Manufactured Sand CA 16 1/4" Washed Chips	\$12.60 \$15.50	\$13.25 \$17.50
3" Oversized Rock 1 Inch Clean	\$9.70 \$12.55	\$11.25 \$13.35
1 III CIVIII	Ψ12.00	Ψ10.00

Rock prices have increased on almost every line item from last year, this will have an impact on our budget for the upcoming year. We are recommending accepting the one bid from Central Stone for fiscal yar 2022/23.

### Snow Removal Salt SD-2022/23-2 Two Bidders

Compass Minerals \$ 97.38 per ton charge (5-7 day delivery)
Cargill Salt \$102.17 per ton charge (3-5 day delivery)

<u>Item</u>	<u>Company</u>	2021/22	<u>2022/2023</u>
Salt	Compass Minerals	\$89.20	\$ 97.38
Salt	Cargill Salt	\$96.47	\$102.17

Two bids were received this year for rock salt, Compass Minerals and Cargill Salt. Since both amounts are close in price, we are recommending accepting both bid amounts, in the event there is a bad winter and we are not able to get salt from one company, we would have the option to use the other company.

### Asphalt SD 2022/23-3 Two Bidders

Emery Sapp & Sons	Missouri (Pavememt) Missouri (Base) Illinois (Binder) Illinois (Surface)	\$75.50 Per Ton \$74.00 Per Ton \$76.80 Per Ton \$79.60 Per Ton
	Illinois (Surface)	\$/9.60 Per 1 on

Diamond Asphalt	Missouri (Pavement)	No Bid
	Missouri (Base)	No Bid

Illinois (Binder) \$95.00 Per Ton Illinois (Surface) \$95.00 Per Ton

<u>Item</u>	<u>Bidder</u>	<u>2021/22</u>

Asphalt Emery Sapp & Sons \$62.00 (Missouri)
Diamond Asphalt \$65.00 (Illinois)

Two bids were received this year for our asphalt bid, Emery Sapp & Sons and Diamond Asphalt. We are recommending Council to accept the bids from both companies, which will benefit the City to have both companies on standby in the event one plant is not mixing, we can use the other plant.

### Cold Patch SD 2022/23-4 Two Bidders

Emery Sapp & Sons	Missouri All Season Missouri All Season Missouri UPM Illinois All Season M Illinois All Season M	Winter 48-02	No Bid No Bid \$140.00 No Bid No Bid
Diamond Asphalt	Missouri All Season Missouri All Season Missouri UPM Illinois All Season M Illinois All Season M	Winter 48-02	No Bid No Bid No Bid No Bid \$150.00
Item Cold Patch	Bidder Emery Sapp & Sons (MO) Diamond Asphalt (IL)	2021/22 \$135.00 \$115.00	2022/23 \$140.00 \$150.00

Two bids were received this year for our Cold Patch bid, Emery Sapp & Sons and Diamond Construction. The City would like to accept the low bid from Emery Sapp & Sons for the fiscal year 2022/23.

## **Liquid Calcium Chloride SD 2022/23-5 One Bidder**

SICALCO \$.89/gallon

<u>Item</u>	<u>Bidder</u>	<u>2021/22</u>	<u>2022/23</u>
Liquid Calcium	SICALCO	\$.86	\$.89

The City received one bid this year for the Liquid Calcium Chloride. The only bid received was from SICALCO. With a slight increase in price, we are recommending accepting the bid from SICALCO in the amount of \$.89/gallon. We have used this company over the past few years and have been very pleased with their product.

### CLSM (Flowable Fill) SD 2022/23-6 Two Bidders

Bleigh Ready Mix	\$117.00 with \$40.00 demurrage charge after one hour.
Mark Twain Ready Mix	\$109.50 with \$40.00 demurrage charge after one hour.

<u>Item</u>	<u>Bidder</u>	<u>2021/22</u>	<u>2022/23</u>
CLSM	Bleigh Ready Mix	\$92.50/\$40.00 per hour	\$117.00/\$40.00per hour
	Mark Twain Ready Mix	\$96.50/\$40.00 per hour	\$109.50/\$40.00 per hour

We received two bids this year for CLSM (flowable fill), Bleigh Ready Mix and Mark Twain Redi Mix. We are recommending accepting both bids for the fiscal yar 2022/23.

### Gasoline and Diesel Fuel SD 2022/23-7 Single Bidder was Big River Oil

<u>Fuel Items</u>	<u>2021/22</u>	2022/23
No Lead Gasoline	\$2.73	\$3.499
No Lead Premium	\$3.23	\$4.099
#2 Diesel	\$2.93	\$4.999
Winter Blend Diesel	\$2.93	\$4.999
Off Road Diesel	\$2.61	\$4.299
Boat Harbor	\$2.81	\$3.579

The City is recommending to accept the one bid from Big River Oil for gasoline and diesel fuel.

### Concrete SD 2022/23-8 Two Bidders

		<u>Pavement</u>	<u>Class B</u>	<u>Demmurage</u>
Bleigh Ro	eady Mix (Cubic Yard)	\$136.55	\$135.00	\$40.00
Mark Tw	ain Ready Mix (Cubic Yard)	\$135.00	\$135.00	\$40.00
Item	Bidder	2021/22		
ItCIII	Diddei	ZUZ 1/ZZ		

100111	Diddel	
Concrete	Bleigh Ready Mix	\$125.00/\$40.00 per hour
	Mark Twain Ready Mix	\$122.00/\$40.00 per hour

The City is recommending to accept both bids, while giving Mark Twain Redi Mix the first opportunity for purchase as the low bidder. Both companies will be used by the City on upcoming projects and will be beneficial to have both companies on standby in case one plant is not up and running we can use the other.

Thank you for your time.

## BID NUMBER <u>SD-2022/23-1</u> AGGREGATES

BID OPENING DATE: Thursday, May 5, 2022

BID OPENING TIME: 10:00 a.m.

BIDDER: Central Stone

### CITY OF HANNIBAL, MISSOURI BID TABULATIONS

(Coot nor ton)

				(Cost per ton)
1. Type 1 or 2 Flex Base	(T1)		\$	9.60
2. Commercial Flex Base	(1D)		\$	9.60
3. 1 - 1/2" Surfacing	(112D)		\$	10.15
4. 1/2" Bituminous Suface	(12AC)		\$	16.15
5. 3/8" Seal Coat	(CM16A)		\$	16.30
6. Granular Fill	(GF)		\$	5.45
7. Quarry Run	(QR)		\$	10.05
8. 1" Resurfacing	(BB)		\$	10.75
9. Rip Rap	(RR)		\$	19.95
10. 3/8" Seal Coat (Gravel)	(CM16CG)		\$	16.75
11. Concrete Sand	(FM1A)		\$	9.50
12. Manufactured Sand	(FM20B)		\$	13.25
13. CA16 1/4" Washed Chips	(FM22B)		\$	17,50
14. 3" Oversize Rock	(3CL)		\$	11.25
15. I Inch Clean	(1CL)	^	\$	13.35
		Candy Adean	S	Islaa
		Angel Zerbonia, City Clerk	Dat	е
		Drw Hingut assit.		

### BID SCHEDULE: AGGREGATES

In accordance with the Invitation to Bid and Specifications, Bidder proposes to furnish various types and gradations of aggregates for Fiscal Year 2022/2023 (July 1, 2022 - June 30, 2023 for the following unit prices: (Bids to include any applicable taxes or fees)

NO.	ITEM	UNIT		UNIT PRICE
1.	Type 1 or 2 Flex Base	(T1)	Ton	\$ 9,60
2.	Commercial Flex Base	(1D)	Ton	\$ 9,60
3.	1-1/2 Surfacing	(112D)	Ton	\$ 10.15
4.	1/2" Bituminous Surface	(12AC)	Ton	\$ 16.15
5.	3/8" Seal Coat	(CM16A)	Ton	\$ 16,30
6.	Granular Fill	(GF)	Ton	\$ 5,45
7.	Quarry Run	(QR)	Ton	\$ 10,05
8.	1" Resurfacing	(BB)	Ton	\$ 10.75
9.	Rip Rap	(RR)	Ton	\$ 19.95
10.	3/8" Seal Coal (Gravel)	(CM16CG)	Ton	\$ 16.75
11.	Concrete Sand	(FM1A)	Ton	\$_9,50
12.	Manufactured Sand	(FM20B)	Ton	\$ 13,25 \$ 17,50
13.	CA16 1/4" Washed Chips	(FM22B)	Ton	\$ 17,50
14.	3" Oversize Rock	(3CL)	Ton	\$ 11,25
15.	1 Inch Clean	(1CL)	Ton	\$ 11,25 \$ 13,35

SEAL if by Corporation

Signature

DAVE GRAINGER: SALES MGR.

Typed Name & Title

Central Stone Co.

Company

H6445 Substraf LN. MANIBAL, M

Address 63401

5-2-23 Address 63 5-2-23 573-735-4505 Date Telephone

ATTEST:

### BID NUMBER SD-2022/23-2 SNOW REMOVAL SALT

BID OPENING DATE: Thursday, May 5, 2022

BID OPENING TIME: 10:00 a.m.

# CITY OF HANNIBAL, MISSOURI BID TABULATIONS

	UNIT / TON UNIT PRICE DELIVERED	DELIVERY TIME
BIDDER: Composs Minerals	\$ 97.38	5-7 days
BIDDER: Carrioll	\$ 102-17	3-5 days
BIDDER:	\$	
	Angel Zerbonia, City  DPW Manager  assi	Clerk Date

### **SNOW REMOVAL SALT**

BID NO. SD-2022/23-2

### **BID SCHEDULE**

(NOTE: Bids shall include any applicable taxes or fees.)

Date

•		
ITEM	UNIT	UNIT PRICE DELIVERED
Snow Removal Salt	Ton	s <u>97.38</u>
	ivery time by your fi	irm upon receipt of order from the City:
5-7 days		
Indicate telephone numb		acing orders:
		BY: Compass Minerals America Inc.
		Company Name  Signature
		Austin Welch, Manager Highway Sales
		Typed Name & Title
Seal if by corporation:		
9900 W 109th St, Ov Address	verland Park, KS 662	210
800-323-1641	5/2/,	Jo 7.5
Telephone	Date	2
ATTEST:		
Sum Le	è,	
Signature 5/1/22	<b>J</b>	

Composs Minerals

### SNOW REMOVAL SALT

BID NO. SD-2022/23-2

### BID SCHEDULE

(NOTE: Bids shall include any applicable taxes or fees.)

ITEM	UNIT	UNI	T PRICE DELIVERED	
Snow Removal Salt	Ton	\$	102.17	
Indicate approximate delive  3 - 5 Business days	ry time by your firm up	on receip	t of order from the City:	
Indicate telephone number t	o be called for placing o	orders:		
	BY:	Carg	Company Name  Company Name  Signature	-
		<u>Malir</u>	nd Urian , Customer Care Represe	ntative
Seal if by corporation: 24950 Country Club Blvd., North Olmsted, OH 44070	Suite 450		Typed Name & Title	
Address				
(800)- 600-7258	5/02/2022			
Telephone	Date			
ATTEST:	mipelle	7		
Signature	<del></del>	,	•	
5/02/2022				
Date				

Cargill

BID NUMBER SD-2022/23-3 ASPHALT BID OPENING DATE: Thursday, May 5, 2022 BID OPENING TIME: 10:00 a.m.	CITY OF HANNIBAL, MISSOURI BID TABULATIONS
BIDDER #1 <u>E 55</u>	<u>Price per ton</u>
ASPHALT:	
Missouri:  Plant Mix Bituminous Pavement, Type BP-1 or BP-2  Plant Mix Bituminous Base Course	\$ <u>75.50</u> \$ <u>74.00</u>
HMA Binder, IL-19.0, N50 HMA Surface, Mix C, N50	\$ 76.80 \$ 79.60
BIDDER #2 Drawoud Const.	<u>Price per ton</u>
ASPHALT:	
Missouri:  Plant Mix Bituminous Pavement, Type BP-1 or BP-2  Plant Mix Bituminous Base Course	\$ No Bd \$ No Bd
Illinois:  HMA Binder, IL-19.0, N50  HMA Surface, Mix C, N50	\$ <u>95.00</u> \$ <u>95.00</u>
	Angel Zerbohia, City Clerk Date  DPW Management

### BID NO. SD-2022/23-3

## ASPHALT BID SCHEDULE FOR FISCAL YEAR 2022/2023

ITEM: ASPHALT	<u>UNIT</u>	<u>PRICE</u>
Missouri: Plant Mix Bituminous Pavement, Type BP-1 or BP-2	Ton	\$75.50
Plant Mix Bituminous Base Course	Ton	\$
<i>Illinois:</i> HMA Binder, IL-19.0, N50	Ton	\$76.80
HMA Surface, Mix C, N50	Ton	\$79.60
		Bross ed Name
Seal if by Corporation  No Seal	Firn P.O. Box 43	dress
ATTEST:	May 5, 2022 Date	573-221-5958 Telephone

Date

#### BID NO. SD-2022/23-3

# ASPHALT BID SCHEDULE FOR FISCAL YEAR 2022/2023

ITEM: ASPHALT	<u>UNIT</u>	PRICE
Missouri: Plant Mix Bituminous Pavement, Type BP-1 or BP-2	Ton	\$ <u>NO BID</u>
Plant Mix Bituminous Base Course	Ton	\$NOBID
<i>Illinois:</i> HMA Binder, IL-19.0, N50	Ton	\$ 95,60
HMA Surface, Mix C, N50	Ton	\$ 95.00
	BY: Signature	1 fry
	Chad Keppner Ty	ped Name
Seal if by Corporation	Diamond Constr Fir 2000 N. 18th,	ruction Company m PO Box 3486
		ldress
ATTEST:	4/22/2022 Date	(217) 222-3532 Telephone
4		

COLD PATCH BID OPENING DATE: Thursday, May 5, 2022 BID OPENING TIME: 10:00 am	CITY OF HANNIBAL, MISSOURI BID TABULATIONS
BIDDER #1 Diamond Const	<u>Price per ton</u>
COLD PATCH:	·
Missouri:  All Season or Pre-Mix (Summer grade)  All Season or Pre-Mix (Winter grade)  UPM High Performance	\$ No Bid \$ No Bid \$ No Bid
Illinois: All Season, Bituminous Mixture, Pre-mix, per Specification M48-02 All Season, Bituminous Mixture, Pre-mix, per Specification M120-05 (SMP)	\$ No Bid \$ 150.00
BIDDER #2	<u>Price per ton</u>
COLD PATCH:	
Missouri:  All Season or Pre-Mix (Summer grade)  All Season or Pre-Mix (Winter grade)  UPM High Performance	\$ No Bid \$ No Bid \$ 140.00
Illinois: All Season, Bituminous Mixture, Pre-mix, per Specification M48-02 All Season, Bituminous Mixture, Pre-mix, per Specification M120-05 (SMP)	\$ No Bid \$ No Bid Angelica Zerbonia, City Clerk
	DPW Management asst.

BID NUMBER <u>SD-2022/23-4</u>

#### BID NO. SD-2022/23-4 COLD PATCH

#### BID SCHEDULE FOR FISCAL YEAR 2020/2021

ITEM: CO	OLD PATCH	<u>UNIT</u>	PRICE
Missouri:	All Season or Pre-Mix (Summer Grade) All Season or Pre-Mix (Winter Grade) UPM High Performance	Ton Ton Ton	\$ NO BID \$ NO BID \$ NO BID
Illinois:	All season, Bituminous Mixture, Premix, per specification M48-02	Ton	\$ NO BID
	All season, Bituminous Mixture, Premix, per specification M120-05 (SMP)	Ton	\$ 150.00
		BY: Sig	I finature
	•	Chad Keppner	and Name
Seal if by	¢ Çorporation	Diamond Const	ped Name cruction Company
	y -4	Fir 2000 N. 18th	m , PO Box 3486
	•.	Quincy, IL 62	ldress 2305
ATTEST:	:	4/22/2022	(217) 222-3532
4.		Date	Telephone

#### BID NO. SD-2022/23-4 COLD PATCH

#### BID SCHEDULE FOR FISCAL YEAR 2020/2021

ITEM: CO	OLD PATCH	<u>UNIT</u>	PRICE	
Missouri:	All Season or Pre-Mix (Summer Grade) All Season or Pre-Mix (Winter Grade) UPM High Performance	Ton Ton Ton	\$ No Bid \$ No Bid \$ 140.00	
Illinois:	All season, Bituminous Mixture, Premix, per specification M48-02	Ton	\$No_Bid	
	All season, Bituminous Mixture, Premix, per specification M120-05 (SMP)	Ton	\$No Bid	
		Mil	ignature ke Bross yped Name	
Seal if by Corporation No Seal		Emery Sapp & Sons, Inc. Firm P.O. Box 430 Address		
ATTEST	7:		, MO 63401	
	1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1 -1			

# BID NUMBER <u>SD-2022/23-5</u> LIQUID CALCIUM CHLORIDE

BID OPENING DATE: Thursday, May 5, 2020

BID OPENING TIME: 10:00 a.m.

### CITY OF HANNIBAL, MISSOURI BID TABULATIONS

BIDDER:	UNIT / GALLON	UNIT PRICE DELIVERED	
Sicalco	GALLON	\$	
BIDDER:	UNIT / GALLON	UNIT PRICE DELIVERED	
	GALLON	\$	

#### LIQUID CALCIUM CHLORIDE

BID NO. SD-2022/23-5 Fiscal Year 2022/2023

#### **BID FORM**

ITEM	UNIT	UNIT PRICE DELIVERED
Liquid Calcium Chloride	Gallon	\$_ <b>O.89</b>
Bids shall include any applicable ta	xes or fees.	•
Indicate approximate delivery time Order from the City:	by your firm	
Indicate telephone number to be ca		<del></del>
800-435-1910	1	
SEAL, if by Corporation	Ty	gnature  Frank L. Sier, Or yped Name & Title President  Sicalco, LTP  irm Name  522 Chestant Street, Suited ddress  Hinsdale, E- 60521  21 April 2022 030-371-26.  ate Telephone
ATTEST: Denice L. Habda Signature		
Signature  Opril 21, 2022		

#### BID NUMBER <u>SD-2022/23-6</u> CLSM (FLOWABLE FILL)

BID OPENING DATE: Thursday, May 5, 2022

BID OPENING TIME: 10:00 a.m.

CITY OF HANNIBAL, MISSOURI
BID TABULATIONS

**BIDDER** 

(CLSM) Flowable Fill

Demmurage Charge

Bleigh

\$ 117.50

3 40.00/hr

**BIDDER** 

(CLSM) Flowable Fill

**Demmurage Charge** 

Mark Twain Redi-Mix

\$ 109,50

5 40.00/hr.

Angel Zerbonia, City Clerk

DPW Management

asst.

# Quote for July 1st 2022 - June 30th 2023

#### BID PROPOSAL FORM

BID NO. SD-2022/23-6 CLSM - FLOWABLE FILL

If this Bid is accepted, the undersigned agrees to furnish and deliver Controlled Low-Strength Material at the unit price quoted, upon notification from the City Engineer or his designate to a site as specified by the City Engineer or his designate. It is understood that this bid shall be effective for Fiscal Year 2022/2023 (July 1, 2022 through June 30, 2023).

It is understood that quantities are, at this time, undetermined, and that the successful bidder shall furnish and deliver any and all that the City might require. Proposal shall be based upon deliveries during the bidder's regular working days or other others by special arrangements. Access to job site shall be provided by the City of Hannibal.

No liability shall accrue against bidder by reasons of delays caused by labor difficulties, fire, accidents, delays of carrier, or for any other cause beyond bidder's control, including all present and future Government rulings which may affect shipment, production, or manufacture of any material herein mentioned.

2022/2023 RTD

PER CUBIC YARD:		2022/2023 BID
CONTROLLED LOW-STRENGTH MATERIAL(CLSM - Flowable Fill)		\$ 117.50/cu.yd.
Mileage Charge Outside City Limits		\$ None
Demurrage Charge		\$40.00/hour
Demurrage Charge		•
	BIDDER: Bleigh R	leady Mix
	SIGNATURE STIC	Got Blest
GUAT de la Composition	TITLE: Vice Pu	esident
SEAL, if by Corporation	ADDRESS: 144 Bleic	jh Drive
TRISHA R O'CHELTREE  Notary Public - Notary Seal  STATE OF MISSOUR!  Commissioned for Marion County	TELEPHONE: <u>573-2</u>	21-1818
My Commission Expires: March 20, 2028		

ATTEST:

#### BID PROPOSAL FORM

3 × × × ×

ATTEST:

BID NO. SD-2022/23-6 CLSM - FLOWABLE FILL

If this Bid is accepted, the undersigned agrees to furnish and deliver Controlled Low-Strength Material at the unit price quoted, upon notification from the City Engineer or his designate to a site as specified by the City Engineer or his designate. It is understood that this bid shall be effective for Fiscal Year 2022/2023 (July 1, 2022 through June 30, 2023).

It is understood that quantities are, at this time, undetermined, and that the successful bidder shall furnish and deliver any and all that the City might require. Proposal shall be based upon deliveries during the bidder's regular working days or other others by special arrangements. Access to job site shall be provided by the City of Hannibal.

No liability shall accrue against bidder by reasons of delays caused by labor difficulties, fire, accidents, delays of carrier, or for any other cause beyond bidder's control, including all present and future Government rulings which may affect shipment, production, or manufacture of any material herein mentioned.

PER CUBIC YARD:	2022/2023 BID
CONTROLLED LOW-STRENGTH MATERIA (CLSM - Flowable Fill)	
Mileage Charge Outside City L	40-
Demurrage Charge	Ş
SEAL, if by Corporation	SIGNATURE: Manager  TITLE: Manager  ADDRESS: 2569 Market St. Hannibal Mo 63401  TELEPHONE: 573-248-6102  DATE: 5-3-22

# CITY OF HANNIBAL, MISSOURI BID TABULATIONS

### GASOLINE AND DIESEL FUEL

BID OPENING DATE: Thursday, May 5, 2022

BID OPENING TIME: 10:00 a.m.

BIDDER: Big River

			RACK OR PIPELINE	<u>DELIVERY CHARGE</u> (INCLUDING PROFIT,		
<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	PRICE/UNIT +	OVERHEAD, ETC.)	STATE TAX & FEES	
1.	NO LEAD GASOLINE	Gallon	\$3.27787	\$ 3.29787	\$ <u>.20113</u>	\$ 3.499
2.	NO LEAD PREMIUM GASO	LINE				: (
		Gallon	\$ <u>3.8 778</u> 7	\$ <u>3.89787</u>	\$ <u>.20113</u>	\$ 4.099
3.	#2 DIESEL	Gallon	<u>\$ 4.53366</u>	\$ 4.553io(p	\$ , 44534	\$ 4.999
4.	WINTER BLEND DIESEL FO		·	4.55366 \$ 4.69766	\$.44 <u>534</u>	s 4.999
		Gallon	\$ 4.53366	\$ <del>\(\begin{array}{c} \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\</del>	<u> </u>	Y
5.	OFF-ROAD DIESEL FOR BO	DARD OF P	UBLIC WORKS			
		Gallon	\$ 4.07766	\$ 19.09766	\$ .20134	<u>\$ 4.299</u>
6.	BOAT HARBOR: USES 50/50	BLEND (1/	/2 No Lead & 1/2 NLP). /	Also, must pay all taxes	s: Federal, State, US	T tax.
••		Gallon	\$3.35787	\$ 3.37.787	\$ . 20134	\$ 3.579

Prices will fluctuate X or Prices are firm \_\_\_\_

Angelica Zerbonia, City Clerk

DPW Havagenest Ossi.

### BID PROPOSAL FOR FUEL - FISCAL YEAR 2022/2023

BIDDER AGREES TO FURNISH THE PRODUCTS DESCRIBED IN THE CONTRACT DOCUMENTS FOR THE FOLLOWING TOTAL PRICES:

SD-2022/23-7

#### BID SCHEDULE

(Total price shall include all applicable taxes)

BIDD	ER: Bia hiver (	<u> </u>				
	J		RACK OR PIPELINE	DELIVERY CHARGE (INCLUDING PROFIT.	07475 TAV 0 555	TOTAL DID
<u>NO.</u>	ITEM	<u>UNIT</u>	PRICE/UNIT +		STATE TAX & FEES	5 TOTAL BID 5 \$ 3, 499
1.	NO LEAD GASOLINE	Gallon	\$ 3.27787	\$ <u>3.29787</u>	\$.20113	\$ 43,411
2.	NO LEAD PREMIUM G		707787	<u>\$ 3.89787</u>	\$.20113	\$ 4.099
		Gallon	<u>\$ 3.87787</u>	\$ 3.01.0	_	
3.	#2 DIESEL	Gallon	s_4.53366	<u>\$4.55366</u>	\$ <u>44534</u>	\$4.999
4.	WINTER BLEND DIESE	L FOR STE		-		.1 099
		Gallon	\$ <u>4.53366</u>	\$ <u>4.55364</u>	\$ <u>.44534</u>	\$ 4,999
5.	OFF-ROAD DIESEL FO	R BOARD	OF PUBLIC WORKS	,		11 299
		Gallon	\$4.07766	\$4.09766	\$.20134	\$ 4.299
6.	BOAT HARBOR: USES	50/50 BLEN	D (1/2 No Lead & 1/2 N	LP). Also, must pay all ta	axes: Federal, Stat	e, UST tax.
		Gallon	\$ <u>3.3578</u> 7	\$ <u>3.37787</u>	\$.20134	\$ 3.579
			Prices will flu	ctuate X or Prices	are firm	
SEAL	if by Corporation		Signature <u>⊸</u>	She wert		
				e/Title John Brokes	1 Manager	
					; v. mager	***************************************
			Company_Y	Big River Oil 120 Orchard Aue,	Hannibal mo	6340
ATTE	·ST·			73) 221-0226	Date 5   4	22
Rema		<del></del>				

# BIG RIVER OIL CO., INC.

Wholesale Petroleum Distributors

1920 ORCHARD AVE • HANNIBAL, MO 63401 1-800-533-0226 • (314) 221-0226 FAX - (314) 248-1132



John Brokes IV Big River Oil 1920 Orchard Ave Hannibal, MO 63401 5/4/2022

The following bid is based off from the current street prices. This bid consists of the following companies to fill up at Big River Oil Bulk Plant and General Store with the Smart Cards. Or you are able to fill up at Great River Tire with the Flex Fleet Cards. By filling up at the Bulk Plant and General Store we do keep those prices anywhere between .02 and .12 cents cheaper than the current street prices.

Sincerely,

John Brokes IV Fuels Manager

P.S. If you would like to discuss items in this quote, or if you need any additional information, please call me personally at 573-221-0226 ext. #1.

#### BID NUMBER <u>SD-2022/23-8</u>

#### PAVEMENT CONCRETE & CLASS B CONCRETE

BID OPENING DATE: Thursday, May 5, 2022

BID OPENING TIME: 10:00 A.M.

### CITY OF HANNIBAL, MISSOURI STREET DEPARTMENT **BID TABULATIONS**

BIDDER	PAVEMENT CONCRETE (CUBIC YARD)	CLASS B CONCRETE (CUBIC YARD)	DEMMURAGE
Bleigh	136-55	135.00	40.00
Mark Twain Redi Mix	135.00	135,00	40.00

Angel Zerbonia, City Clerk
DPW Management asst.

# Bidfor July 1st 2022 - June 30th 2023

BID PROPOSAL FORM (con't.) BID NO. SD-2022/23-8 CONCRETE

ID# 22722401

2022/2023 BID

Per Cubic Yard:		
PAVEMENT CONCRETE(furnished as needed)	6,2 Bag	\$ 136.55
Mileage Charge Outside Cit	cy Limits	s None
Demurrage Charge		\$ 40.00/HR after 1 HR per-load
CHADS D CONCRETE:	.oBag	<u>\$ 135.00</u>
(furnished as needed)		
Mileage Charge Outside Cit	ty Limits	**************************************
Demurrage Charge		\$ 40.00/HR per-load
Materials Used FMIA Concrete Sand		BIDDER: Bleigh Ready MIX
GRD 3/4" Crushed Stone		BY: Brich Bles
Central Stone Huntingtor	1	TITLE: Vice President
		ADDRESS: 144 Bleigh Drive
,		Hannibal, MO 63401
SEAL, if by Corporation		•
		DATE: 4-22-2622
TRISHA R O'CHELTREE Notary Public - Notary Seal STATE OF MISSOURI		TELEPHONE: 573-221-1818
Commissioned for Marion County My Commission Expires: March 20, 20	26	

BID PROPOSAL FORM (con't.) BID NO. SD-2022/23-8 CONCRETE

#### 2022/2023 BID

PAVEMENT CONCRETE	\$ <u>O</u>
CLASS B CONCRETE (furnished as needed)  Mileage Charge Outside City Limits	\$\$
	BY: Amily Mayly
SEAL, if by Corporation	TITLE: MANAGER  ADDRESS: 2569 Market St.  Hannibal Mo. 6340/  DATE: 5-3-22  TELEPHONE: 573-248-6/02
ATTEST:	

Director Documentral Services
City of Hannibal
320 Broadway

Hannibal, MO 63401 Ph: 573-221-0154

Fax: 573 221-0707

Email: adorian@hannibal-mo.gov

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

FROM: Andrew Dorian

DATE: 5/10/22

RE: Land Conservation Partnership Grant Agreement

The Hannibal Parks and Recreation Department has been awarded a \$100,000 Land Conservation Partnership Grant for the construction of a 40'x60' Nature Pavilion at the Sodalis Nature Preserve. The pavilion will include electricity, picnic tables and a fireplace. The grant is a 50/50 agreement so the Parks Department will have to spend an additional \$100,000 on the project.

This project has been placed in the upcoming FY 2022-2023 Budget.

The Hannibal Parks and Recreation Department recommends the City Council enter into a Land Conservation Partnership Grant Agreement in order to receive \$100,000 for the construction of a new Nature Pavilion at the Sodalis Nature Preserve.





#### NOTICE OF AWARD AND GRANT AGREEMENT

Hannibal Parks and Recreation Department (hereinafter "Grantee") is the recipient of a Land Conservation Partnership Grant award in the amount of \$100,000 (the "Award") provided by the Missouri Department of Conservation's (the "Department") Outdoor Recreation Infrastructure Program.

#### A. PURPOSE

The purpose of the Award is to provide funds to assist the Grantee with the following:

Build a 40' x 60' nature pavilion at Sodalis Nature Preserve with concrete pad, fireplace, electric, and amenities.

(hereinafter referred to as the "Project")

#### B. PARTIES AND CONTACTS

#### Grantee

Andrew Dorian, Director of Central Services 320 Broadway Hannibal, MO 63401 573-221-0154 adorian@hannibal-mo.gov

#### Missouri Department of Conservation

A.J. Campbell, Recreational Use Specialist 3500 E Gans Rd Columbia, MO 65201 573-815-7900 anthony.campbell@mdc.mo.gov

(hereinafter referred to as "Department Representative").

#### C. AGREEMENT PERIOD

This Grant Agreement shall be in effect from 4/30/2022 to 4/15/2023.

#### D. REIMBURSEMENT

Upon completion of the Project, Grantee shall submit a request for reimbursement in the form of an invoice to the Department in the amount of up

to \$100,000, not to exceed 50% of total project cost including documented in-kind match. Reimbursement is also contingent upon receipt of an acceptable final report described below in Section G – including an itemized summary of total project costs, documentation of in-kind match, and paid invoices. Reimbursement will be made within thirty (30) days of receipt of required documents meeting the Department's approval.

Requests for reimbursement are to be sent to the Department Representative.

#### E. APPROPRIATION

Funds must be appropriated for each fiscal year and the grant/agreement shall not be binding upon the Department for any period in which funds have not been appropriated or approved by the Conservation Commission.

### F. REPORTING REQUIREMENTS

Within thirty days of completion of the Project, the Grantee shall submit to the Department, a Final Report, which shall include, at a minimum, photographs of the completed Project, paid invoices, certification of ADA compliance, and certification that the Project was completed in accordance with all engineering plans and technical specifications. Depending on the scope and complexity of the Project, the Department Representative, at his or her discretion, may require additional reporting obligations of the Grantee both during the Project and following Project completion. To the extent feasible, all required documentation shall be sent electronically to the Department Representative.

### G. MONITORING REQUIREMENTS

The Department Representative will be responsible for monitoring the requirements of this Grant Agreement. Grantee agrees to allow Department access to Grantee's financial records and/or audit financial statements related to this Grant Agreement. Grantee agrees to allow Department access to the Project site.

#### H. TERMINATION

The Department retains the right to terminate this Grant Agreement at any time, without penalty or recourse, by giving written notice at least thirty (30) days prior to the effective date of the termination. Grantee shall be entitled to retain funds for activities or services delivered under this Grant Agreement prior to the effective date of the termination. Any unexpended funds must be returned to the Department within thirty (30) days of the effective date of the termination.

## I. APPLICABLE LAWS AND REGULATIONS, HOLD HARMLESS AND INDEMNITY

Grantee shall comply with all local, state, and federal laws and regulations related to the performance of the Project, including, but not limited to Sections 8.285 to 8.291 of the Revised Statutes of Missouri, to the extent that the same may be applicable to the entity. Grantee shall provide for such compliance in any agreements it enters with other parties relating to this Award.

Grantee acknowledges that, pursuant to the Americans with Disabilities Act of 1990, as amended (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Project and shall always comply with the provisions of the ADA.

Grantee agrees to assume all risks associated with the activities performed under this Grant Agreement. Grantee agrees to hold harmless, defend, and indemnify the Department, the Conservation Commission, and its agents and employees, from any claim or suit arising out of, in connection with the Project and the activities performed under this Grant Agreement.

#### J. AMENDMENTS TO THIS AGREEMENT

Amendments to this Grant Agreement must be mutually agreed upon and in writing by the Parties.

#### K. SIGNAGE

Upon completion of the Project, permanent signage recognizing the Grantee and the Department for their roles in this Project is required. The Department's grant administrator will determine what is a suitable sign for the Project.

#### L. ATTACHMENTS/SUBMITTALS

Grantee shall utilize a Missouri licensed professional engineer retained through qualifications-based selection, or qualified city engineer, to design the Project, ensure public safety, and ensure local building codes are adhered to. A copy of final plans and specifications shall be provided to the Department Representative prior to construction of the Project.

# APPROVAL: MISSOURI DEPARTMENT OF CONSERVATION (Name) (Title) (Date) Approved as to Form: Deputy Counsel GRANTEE (Name) (Title) (Date)

#### RESOLUTION NO.

# A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LAND CONSERVATION PARTNERSHIP GRANT AGREEMENT IN ORDER TO RECEIVE \$100,000 FOR THE CONSTRUCTION OF A NATURE PAVILION AT THE SODALIS NATURE PRESERVE.

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

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

WHEREAS, this project is budgeted in the upcoming FY 2022-2023 Budget, and

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

**SECTION ONE:** That the Mayor is hereby authorized to sign a Land Conservation Partnership Grant Agreement in order to receive \$100,000 for the construction of a Nature Pavilion at the Sodalis Nature Preserve.

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

ADOPTED THIS	DAY OF	, 2022
APPROVED THIS	DAY OF	, 2022
		James R. Hark, Mayor
ATTEST:Angelica N. V	ance, City Clerk	

2411-22

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401

Ph: 573-221-0154 Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



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

FROM: Andrew Dorian

DATE: 4/17/2022

RE: 1906 Irwin Lot Purchase

Shawn and Billie Frick recently purchased 1906 Irwin from the City back in December in 2021. Once the sale was complete it was noticed by the County that there was a discrepancy in the legal wording which omitted part of the property. Wells Abstract researched the issue and confirmed that we did own the property but for some reason the Title Search did not include everything.

We have prepared a second Warranty Deed adding the additional property to the sale which is;

All of Lots 6, 7, 8, 9, 10 of Graham's Subdivision of Lot 61 of Lindell's Addition to the City of Hannibal, and All of the West thirty (30) feet of Lot 60 of Lindells Addition to the City of Hannibal, except that portion of the foresaid Lots conveyed by Perry Oil Company to the City of Hannibal on July 8, 1985.

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 new Special Warranty Deed with Shawn and Billie Frick.

#### RESOLUTION NO.

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A SECOND SPECIAL WARRANTY DEED TO SHAWN FRICK AND BILLIE FRICK FOR THE SALE OF CITY OWNED PROEPRTY LOCATED AT 1906 IRWIN ADDING THE OMITTED LEGAL DESCRIPTION FROM THE ORIGINAL WARRANTY DEED.

WHEREAS, the City of Hannibal is the owner of a vacant lot at 1906 Irwin, and

WHEREAS, Shawn Frick and Billie Frick would like to purchase this property, and

WHEREAS, \$575 was paid to the City as part of the first warranty deed so no other payment is needed, 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 1906 Irwin to Shawn Frick and Billie Frick.

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

ADOPTED THIS	DAY OF	, 2022.
APPROVED THIS	DAY OF	2022.
		JAMES R. HARK, MAYOR
ATTEST:		
ANGELICA N. ZERBO	ONIA, CITY CLEI	RK

#### SPECIAL WARRANTY DEED

THIS DEED, Made and entered into this \_\_\_\_\_ of \_\_\_\_\_\_\_, 2022 by and between **THE CITY OF HANNIBAL, a Municipal corporation of the State of Missouri,** party of the first part, of Marion County, State of Missouri, grantor(s), and Shawn Frick & Billie Frick

Parties of the second part, of Marion County, State of Missouri, grantee(s).

Grantee's mailing address is:

56517 Janapas Trail, Hannibal, Missouri 63401

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of Five Hundred and Seventy- Five Dollars and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the County of Marion and State of Missouri, to wit:

#### LEGAL DESCRIPTION:

All of Lots 6, 7, 8, 9, 10 of Graham's Subdivision of Lot 61 of Lindell's Addition to the City of Hannibal, and All of the West thirty (30) feet of Lot 60 of Lindells Addition to the City of Hannibal, except that portion of the foresaid Lots conveyed by Perry Oil Company to the City of Hannibal on July 8, 1985.

Subject to Easements and restrictions of record.

TO HAVE AND TO HOLD the premises described above, with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining

unto said GRANTEES and unto their heirs and assigns forever; said GRANTOR hereby covenanting:

- 1. That the said premises described above are free and clear from any encumbrance done or suffered by GRANTOR; and
- 2. That GRANTOR will warrant and defend the title to said premises described above unto said Grantee and unto their heirs and assigns forever, against the lawful claims and demands of all persons claiming under GRANTOR, but none other.

#### COVENANTS AND RESTRICTIONS

Subject however, to the following 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.

#### REVERSION OF TITLE

- 1. In the event of a violation of any of the covenants and restrictions herein, the then current owner of the property shall cure the violation within 15 days of The City mailing to them a notice to cure, by regular mail, and/ or by posting the notice on the property or at the address of the owner. The address of the owner shall be the address on file with the Assessor of Deeds.
- 2. In the event that the owner fails to cure the violation of the covenants and restrictions within the time limits provided, or alternatively, in the event that the covenants and restrictions are violated more than twice in a twelve month period, title to the property shall revert to the City of Hannibal.

- 3. In the event of a an event triggering reversion as set out in paragraph 2 herein, the City shall have a general warranty deed conveying the property from the then current owners to the City of Hannibal, prepared at their expense, which the then current owners must execute before a notary and deliver to the City, who will record the deed at their expense. In the event that the then current owner fails or refuses to execute the deed within 15 days of presentation or demand, then the City may file suit for breach. Venue and jurisdiction shall be in the Circuit Court of Marion County. Trial by jury is waived. If suit is filed, the then current owners shall bear the costs and reasonable attorneys fees of the City.
- 4. By their signature on this deed, Grantees agree to all of the covenants, restrictions, and terms of reversion herein, binding both themselves as well as any heirs, assigns, devisees, or any other person deriving an interest in the property by or through them.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its Mayor, and attested by its City Clerk, the day and year first above written.

#### THE CITY OF HANNIBAL, A Municipal corporation of the State of Missouri

By:
By:
Attest:
Attest: Angel Zerbonia, City Clerk
TATE OF MISSOURI )
)ss. OUNTY OF MARION )
OUNTY OF MARION )
on this day of, 2022, before me personally appeared JAMES HARK, to
the personally known, who, being by me duly sworn (or affirmed) did say that he is the Mayor of
THE CITY OF HANNIBAL, a Municipal corporation of the State of Missouri, and that the
aid instrument was signed and sealed on behalf of the City Council, and said Mayor acknowledged
aid instrument to be the free act and deed of said corporation.
ALTECTIMONIA WHITEDEOE I have be received not may be added for added for a design and of the second
N TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my flice in Hannibal, Missouri, the day and year first above written.
Thee in Hammoar, Missouri, the day and year first above withen.
SEAL) Notary Public
·
My term expires the day of, 20
y our signatures hereto we accept this transfer subject to the provisions contained herein,
inding ourselves, as well as our heirs, assigns, devisees, or any other person deriving an interest
the property by or through us.

Shawn Frick	reconnective and defendance and an elementary and the second of the second	Billie Frick
STATE OF MISSOURI	)	
COUNTY OF	)ss. )	
On thisday of Frick and Billie Frick to n	ne known to be the pe	2022, before me personally appeared <i>Shawn</i> erson or persons described in and who executed they executed same as their free act and deed.
office in	•	nto set my hand and affixed my official seal at my, the day and year first above
written.		
(SEAL)	Notary Pul	olic
My term expires the	day of	, 20

#### RESOLUTION NO.

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A SECOND SPECIAL WARRANTY DEED TO SHAWN FRICK AND BILLIE FRICK FOR THE SALE OF CITY OWNED PROPERTY LOCATED AT 1906 IRWIN ADDING THE OMITTED LEGAL DESCRIPTION FROM THE ORIGINAL WARRANTY DEED.

WHEREAS, the City of Hannibal is the owner of a vacant lot at 1906 Irwin, and

WHEREAS, Shawn Frick and Billie Frick would like to purchase this property, and

WHEREAS, \$575 was paid to the City as part of the first warranty deed so no other payment is needed, 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 1906 Irwin to Shawn Frick and Billie Frick.

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

ADOPTED THIS	DAY OF	, 2022.
APPROVED THIS	DAY OF	2022.
		JAMES R. HARK, MAYOR
ATTEST:		
ANGELICA N. ZERB	ONIA, CITY CLEI	RK



#### Missouri Department of Transportation

Northeast District
Paula Gough, District Engineer

1711 Highway 61 S Hannibal, Missouri 63401 573.248.2490 Fax: 573.248.2467

1.888.ASK MODOT (275.6636)

Re:

Acquisition of Right of Way

County:

Marion

Route:

79

Project:

J2P3357

Parcel:

03

March 18, 2022

The Honorable James R. Hark City of Hannibal 320 Broadway Hannibal, MO 63401

Dear Mayor Hark:

The Missouri Department of Transportation is pleased to inform you of an improvement planned for your area. Engineering drawings which describe the proposed project are attached.

We do want to inform you of your right to receive compensation for the land and/or property rights in question, as determined by an appraisal of the rights to be acquired from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate the required land and/or property rights to accomplish the proposed construction. Should you choose to donate, we would appreciate your signing this letter, waiving your right to compensation and pro rata tax adjustment and returning it to us. To comply with regulations, we will also need your signature later on a formal conveyance document.

An acquisition brochure is furnished with this letter. It's purpose is to explain the process which must be followed to acquire right of way.



We look forward to the completion of t	this improvement project and appreciat	te your cooperation.
Respectfully,		
Missouri Department of Transportation	by: Aula Sough Paula Gough District Engineer	
ACCEPTED BY: City of Hannibal		
Signature	Print Name	Date

 CCO FORM: RW23
 COUNTY:
 Marion

 Approved:
 06/96 (RMH)
 ROUTE:
 79

 Revised:
 06/21 (BDG)
 PROJECT:
 J2P3357

 Modified:
 PARCEL:
 03

## MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION EASEMENT FOR HIGHWAY PURPOSES

THIS INDENTURE, made this day of	, 20	_, by
and between <u>City of Hannibal</u> , of the County of <u>Marion</u> , and State of <u>N</u>	<u> Missouri</u> ,	320
Broadway, Hannibal, MO 63401, (grantor), and the State of Missouri,	acting by	and
through the Missouri Highways and Transportation Commission, 105 W. C	apitol Ave	nue,
Jefferson City, MO 65102, (grantee).		

WITNESSETH, that the said grantor, in consideration of the sum of <u>One and no/100ths (\$1.00)</u> dollars, to it paid by the said grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto said grantee, its successors and assigns, the following described permanent easement and interests in real estate in the County of <u>Marion</u>, State of Missouri, to wit:

Description of a Permanent Roadway Access Easement being a part of the West Half of Section 28, T. 57 N., R. 4 W. of the 5<sup>th</sup> P.M., City of Hannibal, Marion County, Missouri, and lying on the left or easterly side of and lying on the right or westerly side of the hereinafter described existing Rte. 79 centerline and being more particularly described as follows in Exhibit A:

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said grantee, its successors and assigns; the said grantor hereby convenanting that it is lawfully seized of an indefeasible estate in fee in the premises from which permanent easement is herein conveyed; that it has good right to convey the same.

IN WITNESS WHEREOF, the said grantor has executed the above the day and year first above written.

Ву:		
•	Signature	
	Print Name	

320 Broadway Hannibal, MO 63401 573-221-0111

#### **ACKNOWLEDGMENT BY CITY**

STATE OF MISSOURI ) ss
COUNTY OF MARON )
On this day of, 20, before me appeared <u>James R. Hark</u>
personally known to me, who being by me duly sworn, did say that he is the Mayor of
the City of <u>Hannibal</u> and that the foregoing instrument was signed and sealed on behalf
of the City of <u>Hannibal</u> and that he acknowledged said instrument to be the free act and
deed of the City of <u>Hannibal</u> and that it was executed for the consideration stated therein
and no other.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal in the county and state aforesaid the day and year written above.
Notary Public
My Commission Expires:

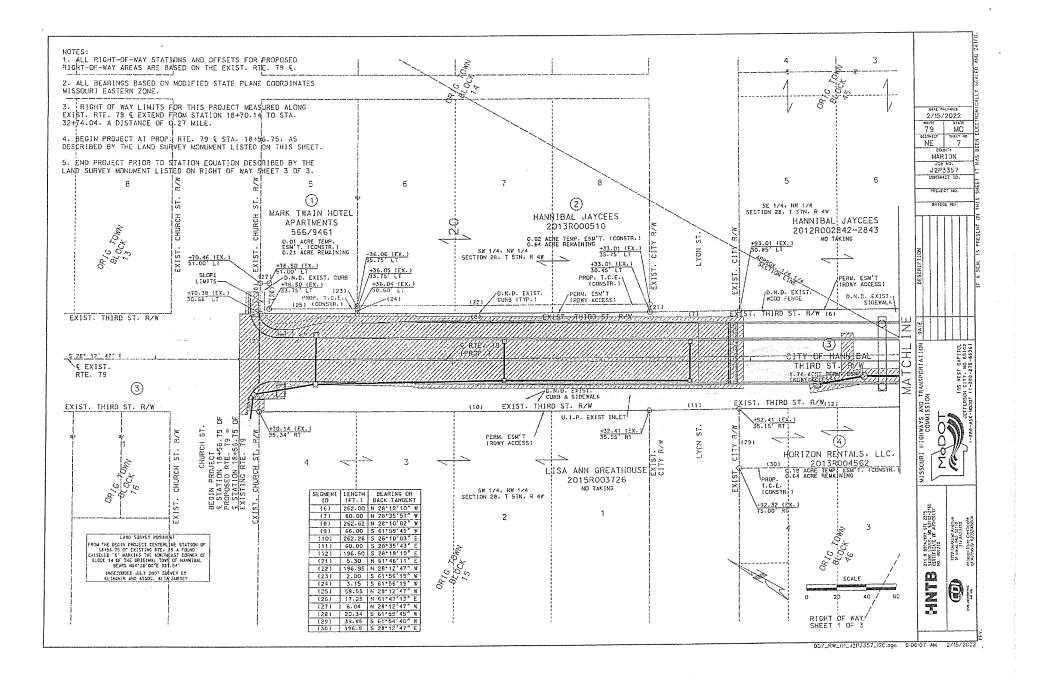
Title (name or identification of project)	County					
J2P3357 - Route 79	Marior	Marion				
	City (if	applicable	)		State	
	Hannil	oal			MO	
	Date Pr	epared		Shee	t	
Licensee Name (sole proprietor, partnership, corporation, LLC, or government)				of		
	Profess	ional Surv	eyor Na	me	(print)	
	Home	r C. Bus	se			
	Disciplin	Discipline				
	Profes	sional L	and Si	ırve	yor	
	License	License or Certificate of Authority No.			rity No.	
	MO#	MO # PLS-2410				
Professional Surveyor (Signature)		Date				
						Only the following property description contained in this "EXHIBIT" is authenticated by this seal.

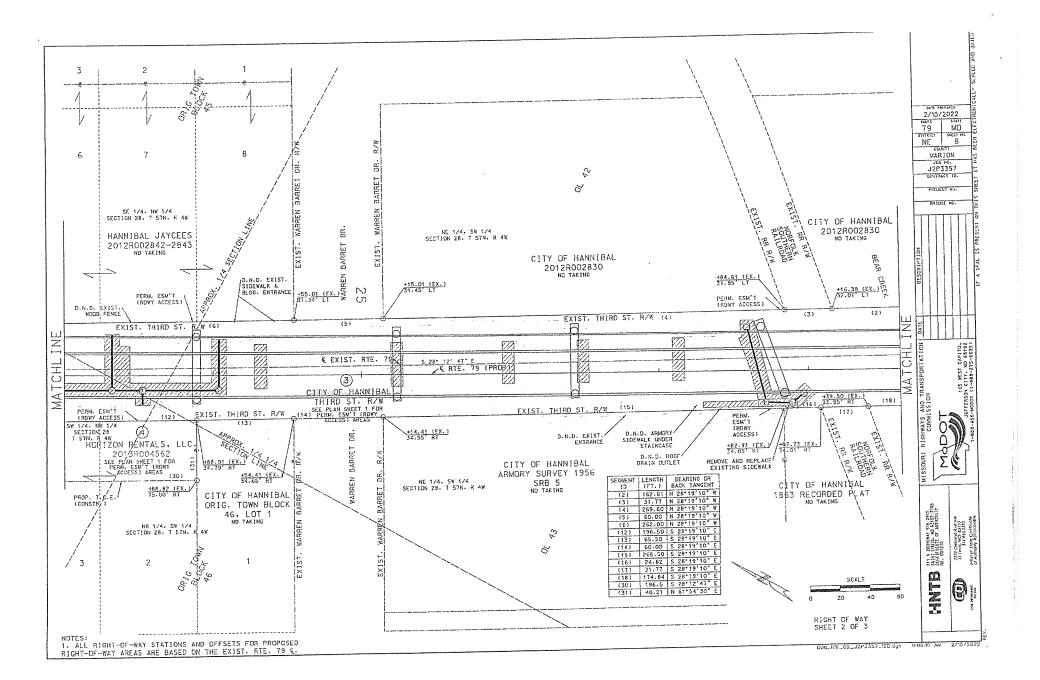
Description of a Permanent Roadway Access Easement being a part of the West Half of Section 28, T. 57 N., R. 4 W. of the 5<sup>th</sup> P.M., City of Hannibal, Marion County, Missouri, and lying on the left or easterly side of and lying on the right or westerly side of the hereinafter described existing Rte. 79 centerline and being more particularly described as follows:

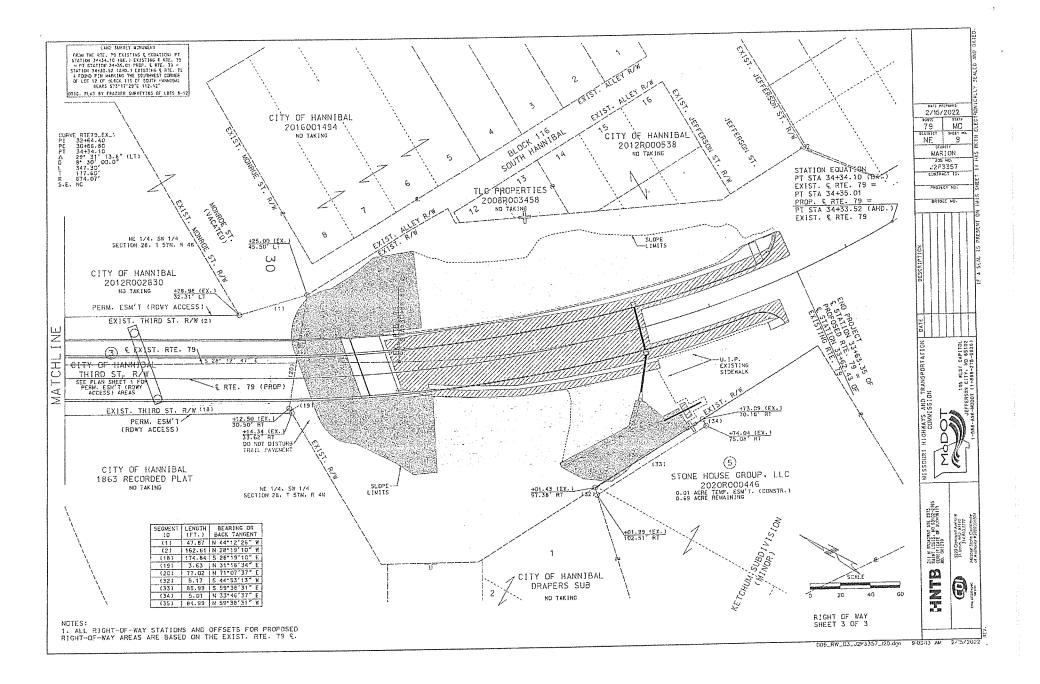
Beginning at a point being 30.66' left of and at right angle to the existing Rte. 79 centerline station 18+70.38; Thence S28°10'02"E 262.62' to a point being 30.45' left of and at right angle to existing Rte. 79 centerline station 21+33.01; Thence S28°35'57"E 60.00' to a point being 30.85' left of and at right angle to existing Rte. 79 centerline station 21+93.01; Thence S28°19'10"E 785.98' to a point being 32.31' left of and at right angle to existing Rte. 79 centerline station 29+78.98; Thence S44°12'26"E 47.87' to a point being 45.50' left of and at right angle to existing Rte. 79 centerline station 30+25; Thence S71°07'37"W 77.02' to a point being 30.50' right of and at right angle to existing Rte. 79 centerline station 30+12.50; Thence S31°18'34"W 3.63' to a point being 33.62' right of and at right angle to existing Rte. 79 centerline station 30+14.34; Thence N28°19'10"W 821.93' to a point being 35.15' right of and at right angle to existing Rte. 79 centerline station21+92.41; Thence N28°35'43"W 60.00' to a point being 35.55' right of and at right angle to existing Rte. 79 centerline station 21+32.41; Thence N28°10'03"W 262.26' to a point being 35.34' right of and at right angle to existing Rte. 79 centerline station 18+70.14; Thence N61°59'45"E 66.00' to the beginning point and containing 1.74 acres of Permanent Roadway Easement.

The Existing Rte. 79 Centerline is described as follows:

Commencing at a found chiseled cross marking the northeast corner of Block 14 of the Original Town of Hannibal; Thence S64°20'00"W 331.54' to a point on the existing centerline of Rte. 79, said point being at existing Rte. 79 centerline station 18+56.75 and being the Point of Beginning of the existing Rte. 79 centerline herein described; Thence S28°12'47"E 1230.05' to existing Rte. 79 centerline P.C. station 30+86.80; Thence along a 8°30'00" curve to the left, said curve having a Delta of 29°31'14", an arc length of 347.30', a radius of 674.07' and a chord which bears S42°58'24"E 343.47' to existing Rte. 79 centerline Equation P.T. station 34+34.10 (BK.) = Station 34+33.52 (AHD.) and from said centerline station end a found pin marking the southwest corner of Lot 12 of Block 115 of South Hannibal bears S73°17'29"E 112.12'.







ORDINANCE I	NO
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AN ORDINANCE GRANTING A FRANCHISE BY THE CITY OF HANNIBAL, COUNTY OF MARION, MISSOURI, TO LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP. DBA LIBERTY UTILITIES OR LIBERTY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO FURNISH, SELL AND DISTRIBUTE GAS TO THE CITY AND TO ALL PERSONS, BUSINESSES AND INDUSTRIES WITHIN THE CITY AND THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH SAID CITY ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL AND DISTRIBUTE GAS TO THE CITY AND TO ALL PERSONS, BUSINESSES AND INDUSTRIES WITHIN THE CITY AND IN THE TERRITORY ADJACENT THERETO AND THE RIGHT TO MAKE REASONABLE USE OF ALL STREETS AND OTHER PUBLIC PLACES AS MAY BE NECESSARY, AND FIXING THE TERMS AND CONDITIONS THEREOF.

### **Article I - Definitions:**

As used in this Agreement, the following words and phrases shall have the following meanings:

- (A) "Commission" refers to and is the Missouri Public Service Commission and/or PCS, the state utility regulatory commission having jurisdiction over the rates, services and operations of Grantee within the State of Missouri or other administrative or regulatory authority succeeding to the regulatory powers of the Commission.
- **(B)** "City" refers to and is the City of Hannibal, Marion County, Missouri, and includes such territory as currently is or may in the future be included within the boundaries of the City of Hannibal.
- **(C)** "Franchise" shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.
  - (D) "Grantee" shall mean Liberty Utilities (Midstates Natural Gas) Corp.
  - **(E)** "Grantor" shall mean the City.
- (F) "Public Right-of-Way" shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor's geographical limits or boundaries established by applicable law.
  - (G) "Revenues" refer to and are those amounts of money which the Grantee receives

from its customers within the Grantor's geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Commission and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include any revenue derived from service supplied to the City or miscellaneous service charges, including but not limited to turn ons, meter sets, non sufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.

**(H)** "System" shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

### **Article II – Grant of Franchise:**

- (A) There is hereby created and granted unto Grantee a non-exclusive franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Agreement. The franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Commission, if any such approval is required.
- (B) The franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a franchise for a gas distribution system within the geographical boundaries or limits of Grantor similar to the one herein granted to Grantee, it is agreed that the terms of any such franchise agreement shall be no more favorable to such new additional grantee than those terms contained herein. Additionally, it is agreed that any such new/additional grantee shall have no right to use any portion of the System without Grantee's written consent.

### Article III - Term, Effective Date, Acceptance of Franchise:

- (A) The term of this Franchise shall be for a term of twenty (20) years, beginning with the effective date hereof.
- (B) The franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, and upon acceptance

by the Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

**(C)** The terms and conditions of Ordinance No. 4623 (Bill No. 12-034) are superseded by the terms and conditions hereof.

## Article IV – Grantee's Rights in and to Public Right-of-Way:

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a gas distribution system through, along, across and under the public right-of-way within the geographical boundaries or limits of the Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Agreement.

## Article V – Operation of System, Excavation of Public Right-of-Way:

- (A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.
- (B) Grantee shall have the right to disturb, break, and excavate in the Public Right-of-Way as may be reasonable and necessary to provide the service authorized hereby.
- (C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage.
- **(D)** Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.
- (E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

## Article VI - Degradation/Restoration of Public Right-of-Way:

- In the event that Grantor or any other entity acting on behalf of Grantor requests (A) or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the system from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the system facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such system facilities and shall not affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) system facilities that are located on private property at the time relocation is requested or demanded; (ii) system facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) system facilities that are converted from an overhead configuration or installation to an underground configuration or installation.
- (B) Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

# Article VII - Compensation and Consideration:

(A) In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the franchise, a

sum equal to five percent (5%) of its Revenues. The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each calendar quarter after the effective date hereof, and the Grantee shall furnish to the Grantor quarterly a statement of Grantee's Revenues.

- (B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a franchise fee, in an amount that is sufficient to recover the portion of the franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.
- (C) The franchise fee provided herein, together with any charges of the Grantor for services provided by the Grantor to Grantee, and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by the Grantee under applicable law, shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property. The franchise fee herein contemplated shall be uniformly and equally applied to all natural gas and electric utilities, of like services or any other natural gas service that compete with the Grantee, with the exception of those owned by Grantor, such that Grantee will be excused from collecting and paying franchise fees and/or taxes if Grantee's competitors. excluding those owned by Grantor, are not also required to do so.
- **(D)** The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of the franchise fee being paid to the City.

## Article VIII - Service to New Areas:

If during the term of this franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the

revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

# Article IX - Breach of Franchise, Remedies:

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

- (A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.
- (B) Within thirty (30) days following the adjournment of the publics hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.

(C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

## Article X – Force Majeure:

Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event Franchisee is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which Franchisee is so prevented shall not be counted against it for any reason. The term "force majeure", as used herein, shall mean any cause not reasonably within Franchisee's control and includes, but is not limited to, acts of God, strikes, lockouts, wars, terrorism, riots, orders or decrees of any lawfully constituted federal, state or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Agreement.

## Article XI - Miscellaneous Provisions:

- (A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.
- **(B)** Grantee may remove all or any part of its System upon the expiration or termination of the franchise and rights granted hereby.
- (C) Grantee may transfer or assign the franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.

(D)	If any section subsec	ction or provision of this ordinance or any part thereof is fo
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		conflict with any applicable statute or rule of law, or is
		the invalidity of any such section, subsection or provision
		nining sections and provisions of this ordinance, which shal
	force and effect.	
(E)		extend to, be binding upon, and inure to the benefit of, the
	and their respective su	•
<b>(F)</b>		y other ordinances of the Grantor or portions thereof are in
conflict or in	consistent with any o	of the terms or provisions hereof, then the terms of this
Ordinance sha	ll control.	
INTRO	DDUCED, READ A	ND ORDERED PUBLISHED THE DAY OF
	. 2022.	
PASSI	ED, ADOPTED AND A	APPROVED THIS DAY OF, 2022.
IN TESTIMO	ONY WHEREOF, wi	itness the signatures of the parties on this the day and date
first above wr	itten.	
		CITY OF HANNIBAL, MISSOURI
	M	By:ayor:
ATTEST:	1412	ay 01
City Clerk		
		LIBERTY UTILITIES (MIDSTATES NATURAL GAS) CORP.
		By:
		Name:
		Title: