

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

**Tuesday July 19, 2022**  
**Council Chambers**  
**7:00 p.m.**

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

*City Council meetings will be videotaped to be shown live on the City of Hannibal YouTube page.*

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**ROLL CALL**

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

***Regularly Scheduled Meeting – June 21, 2022***

**APPROVAL PAYROLL AND ACCOUNTS PAYABLE**  
**First Half – July 2022**

**JONATHAN ROBISON – Y MEN'S CLUB OF HANNIBAL**  
**Re: AMENDED DATE CHANGE Request, Street Closure – Down by the River**  
***(August 5, 2022 from previously approved date of August 19<sup>th</sup>)***

**SARA ANTON-NORTH – CITIZEN, 45 HOLIDAY DRIVE**  
**Re: Community Improvement District**

**BIANCA QUINN – HPD MGMT ASSIST/FINANCE DIRECTOR**

**Re: Payroll Amendment No. 1**

*(Bill No. 22-020, to follow)*

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**ANDY DORIAN, DIRECTOR – CENTRAL SERVICES**

**Re: Purchase Approval, Parks Administrative Vehicles – Two (2), 2022**

**1500 Tradesman Regular Cab 4x4 Trucks**

*Lou Fusz Chrysler, Jeep, Dodge Ram, Fiat - \$35,074 each/\$70,148*

**Re: Bid Award Approval, Mud Cat MC 115D Dredge and Accessories**

*Ellicott Dredge Technologies - \$296,742*

**Re: Traffic Committee Recommendations**

- *No parking - west side of Hazel Street from Grand Avenue to Rock Street*
- *No parking - south side of Ann Street from Booker Street to the end of Ann Street*
- *No parking - Hill Street from Stillwell, heading east, for 100 feet from 7:00 a.m. to 7:00 p.m. from June 1<sup>st</sup> to November 1<sup>st</sup>*

**Re: Union Street Stone Archway Stormwater Conveyance – Construction Contract**

*T&B Trucking & Excavating - \$705,634*

*(Resolution No. 2423-22, to follow)*

**MIKE MURPHY – BUILDING INSPECTOR**

**Re: Request, Set Public Hearing – Rezone 100 Lone Cedar Drive**

*B-Multiple Family to PDR-Planned Density Residential*

*(Tuesday, August 16, 2022 – 6:45 p.m.)*

**DARRIN GORDON – HBPW GENERAL MANAGER**

**Re: Policy Approval, Maintenance Responsibility of Stormwater Systems**

## **RESOLUTION NO. 2423-22**

### **A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A \$705,634 CONSTRUCTION CONTRACT BETWEEN THE CITY AND T&B TRUCKING & EXCAVATING FOR THE REPLACEMENT OF 175' OF STONE ARCHWAY STORMWATER CONVEYANCE UNDERNEATH UNION STREET**

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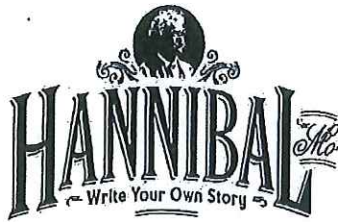
## **BILL NO. 22-020**

### **AN ORDINANCE OF THE CITY OF HANNIBAL AMENDING THE FISCAL YEAR 2022/2023 PAYROLL ORDINANCE (NO. 1) RELATIVE TO THE CORRECTION TO THE FINANCE DIRECTOR/POLICE MANAGEMENT ASSISTANT SALARY, THE ADDITION OF CERTAIN FIRE DEPARTMENT SALARIES, AND THE ADDITION OF AUXILLARY POLICE OFFICER SALARIES**

*First Reading*

**ADJOURNMENT**

~~\* AMENDED \*~~ ~~DOWN BY THE RIVER~~  
~~Date changed from August 19<sup>th</sup> to a NEW~~  
~~date of August 5<sup>th</sup>!~~



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

### SPECIAL EVENT APPLICATION

Today's Date: 01/27/2022 Date you wish to be placed on Agenda: 02-15-2022

Your Organization: Y men's Club of Hannibal Special Event: Down by the River & Mud Volleyball

Date(s) of Event: D.B.T.R. - See Attachment Requested Times (from - to) D.B.T.R. - See Attachment  
Mud V.B. - See Attachment Mud V.B. - See Attachment

Description of Activity: Down by the River - Street entertainment to raise money for the Y.M.C.A  
Mud Volleyball is a tournament to raise money for the Y.M.C.A.

Primary Contact Person(s): Jonathan Robison Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: 573-822-8683 E-mail jdrobison@gmail.com

Assistance Needed (location, etc.) \_\_\_\_\_

#### DEPARTMENTAL COMMENTS:

Police: This won't have any extra cost or involvement from HPD Dept. Cost 0

Lt J Geate

Fire: No issue with this event Dept. Cost 0

R Nelson

City Clerk: Approval, upon Certificate of Insurance, hold harmless & emergency plan Dept. Cost 0

A Zerkonia

Building Inspector: No comment Dept. Cost 0

M Murphy

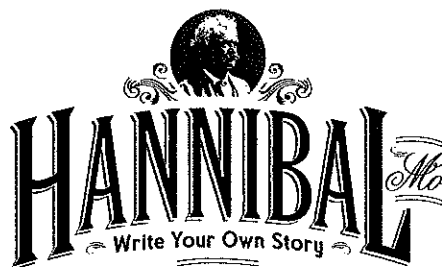
Parks: Y Men's Pavilion has been rented Dept. Cost 0  
No objections

A Doriau

Street: No objections Dept. Cost 0

A Doriau

Office of City Clerk  
Zerbonia



Angelica N.

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**City Council Request to Speak**  
**First and Third Tuesday of each Month**  
**Deadline is 4:00 p.m. Thursday prior to City Council Meeting**

Today's Date: July 14, 2022

Date you wish to be placed on Agenda: July 19, 2022

Name: Chava Anton North

Address: 45 Haliday, Hbl

Phone Number: 573-221-6278

Subject Matter: C I D community Improvement District

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July 14, 2022  
Date

Chava M. Anton North  
Speaker's Signature

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

**"Deadlines subject to change based on holiday schedule, etc", contact the Clerk's office for official deadline relating the specific meeting.**  
**(573)221.0111, ext. 209**



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## MEMORANDUM

**TO:** James R. Hark, Mayor  
City Council

**FROM:** Bianca Quinn, Finance Director/Police Management Assistant

**DATE:** July 11, 2022

**SUBJECT:** Additions and Corrections to the 2022-2023 Payroll Ordinance

While balancing the payroll ordinance with payroll, some errors were found on the payroll ordinance that require correction:

- The salary for the Finance Director/Police Management Assistant was budgeted for correctly at \$63,807.84 but was misstated on the ordinance as \$63,000.00.
- Seven firefighters were inadvertently omitted from the payroll ordinance and will need to be added. They were budgeted for correctly at (7) firefighters at \$36,640.57 in the Fire Department budget, so no budget adjustment is needed.

Due to changes made by the previous Finance Director, resignations and medical leave for key staff members, our normal checks and balances were not in place prior to the submission of the payroll ordinance- the staff that was here did the best they could with the information they had at that time. In future, processes will be implemented to help prevent this from occurring and will be incorporated into a comprehensive financial procedures and policies manual.

Additionally, Police Chief Nacke would like to use Auxiliary Police Officers to help alleviate shift shortages and overtime costs as provided in Section 23-1- Auxiliary Police. There will be no additional cost as it will be offset by budgeted overtime as well as the possibility of some grants. These salaries- (3) Auxiliary Officers at \$10,815.00, were added to this amendment.

He would also like to convert the Police Custodian- Part-time position (\$11,652.00) to an additional Office Assistant I- Part-time position (\$17,470.00) to better serve the department. This also will be of no additional cost as the Police Department budget is able to absorb the additional \$5,818.00

I ask for your approval for this amendment to the FY 2022-2023 Payroll Ordinance.

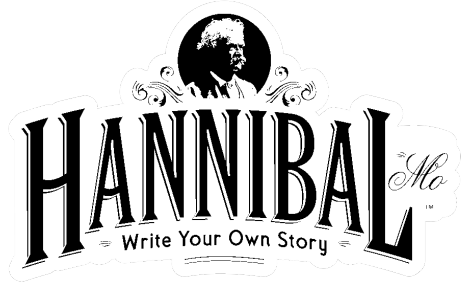
Bianca

**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](mailto:adorian@hannibal-mo.gov)**



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

FROM: Andrew Dorian

DATE: 7/5/22

RE: Park Administration Vehicle

The City Council approved the purchase of a half-ton truck in April for a Parks Administration Vehicle. A couple weeks later we were notified that there were no longer any trucks available via that State Bid Contract.

We have been working with Lou Fusz Chrysler, Jeep, Dodge Ram, Fiat since then to try and acquire a truck. We were recently alerted that they would have 3 trucks made available to them.

We would like to go ahead and purchase 2 Dodge 1500 Tradesman from Lou Fusz.

As most are aware I drive my personal Jeep for work. Recently, my Jeep was hit on a construction site by a private individual causing damage to the driver side door. In discussions with MIRMA, our insurance provider, they do not cover damage to personal vehicles even if they are being used for work.

Therefore, I cannot continue to take the risk of damage to my own personal vehicle and will utilize one of these new trucks while at work.

These trucks will be designated for use by the 4 Parks Administration Employees.

The Parks Department will make a budget adjustment to account for the additional Truck Purchase.

The low quote via State Bid for a half ton 4x4 truck from Lou Fusz Chrysler, Jeep, Dodge Ram, Fiat is \$35,074/piece or \$70,148.

The Parks Department recommends this low bid of \$70,148 for the purchase of 2 new 2022 1500 Tradesman Regular Cab 4x4 Trucks from Lou Fusz Chrysler, Jeep, Dodge Ram, Fiat.



LOU FUSZ CHRYSLER JEEP DODGE RAM FIAT  
3480 HIGHWAY K  
O FALLON, MO 633688138

Priced Order Confirmation (POC)

Date Printed: 2022-06-30 12:20 PM VIN: 3C6RR7KGXNG375386 Quantity: 01  
Estimated Ship Date: VON: 51873733 Status: D - Firm schedule: serial number is assigned  
Date Ordered: 2021-11-08 4:05 PM Ordered By: S156650 FAN 1: 01KMR Home Systems Inc  
FAN 2:  
Client Code:  
Bid Number:  
PO Number:

Sold to: LOU FUSZ CHRYSLER JEEP DODGE RAM FIAT (42283)  
3480 HIGHWAY K  
O FALLON, MO 633688138  
Ship to: LOU FUSZ CHRYSLER JEEP DODGE RAM FIAT (42283)  
3480 HIGHWAY K  
O FALLON, MO 633688138

Vehicle: 2022 1500 TRADESMAN CREW CAB 4X4 (140.5IN WB / 5FT 7IN BOX) (DS6L98)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DS6L98	1500 TRADESMAN CREW CAB 4X4 (140.5IN WB / 5FT 7IN BOX)	42,510	40,639
Package:	29B	Customer Preferred Package 29B	0	0
	ERB	3.6L V6 24V VVT Engine	0	0
	DFT	8-Spd Auto 850RE Trans (Make)	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	3AH	Price Protection - Code H	0	0
	NAS	50 State Emissions	0	0
	LM1	Daytime Running Headlamps Low Beam	40	36
	GXM	Remote Keyless Entry with All-Secure	190	175
	DSA	Anti-Spin Differential Rear Axle	495	456
	AHC	Trailer Tow Group	560	516
	AED	Chrome Appearance Group	695	640
	ADB	Protection Group	395	364
	4UQ	T3AC	0	125
	4NU	Fuel Fill/Battery Charge	0	0
	4FM	Fleet Option Editor	0	0
	2SQ	FCA Fleet Powertrain Care	0	0
	YGE	5 Additional Gallons of Gas	0	14
	4FT		0	0
	5TA	September Production	0	0
	5N6	Easy Order	0	0
	4FT	Fleet Sales Order	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4WA	Misc Commercial Account	0	-3,000
Destination Fees:			1,795	1,795

29,889  
200 Keyless  
515 Anti-Spin  
580 Towing pkg.  
695 Chrome  
395 protection group  
2,800 Crew cab  
435,074 Total

Total Price: 46,680 41,760

Order Type: Fleet PSP Month/Week:  
Scheduling Priority: 1-Sold Order Build Priority: 01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

LOU FUSZ CHRYSLER JEEP DODGE RAM FIAT  
3480 HIGHWAY K  
O FALLON, MO 633688138

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Date Ordered: 2021-11-08 4:05 PM Ordered By: S156650 FAN 1: 01KMR Home Systems Inc  
FAN 2:  
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	ERB	3.6L V6 24V VVT Engine	0	0
	DFT	8-Spd Auto 850RE Trans (Make)	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	3AH	Price Protection - Code H	0	0
	NAS	50 State Emissions	0	0
	LM1	Daytime Running Headlamps Low Beam	40	36
	GXM	Remote Keyless Entry with All-Secure	190	175
	DSA	Anti-Spin Differential Rear Axle	495	456
	AHC	Trailer Tow Group	560	516
	AED	Chrome Appearance Group	695	640
	ADB	Protection Group	395	364
	4UQ	T3AC	0	125
	4NU	Fuel Fill/Battery Charge	0	0
	4FM	Fleet Option Editor	0	0
	2SQ	FCA Fleet Powertrain Care	0	0
	YGE	5 Additional Gallons of Gas	0	14
	4FT		0	0
	5TA	September Production	0	0
	5N6	Easy Order	0	0
	4FT	Fleet Sales Order	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4WA	Misc Commercial Account	0	-3,000
Destination Fees:			1,795	1,795
Total Price:			46,680	41,760

29,889  
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\$35,074 Total

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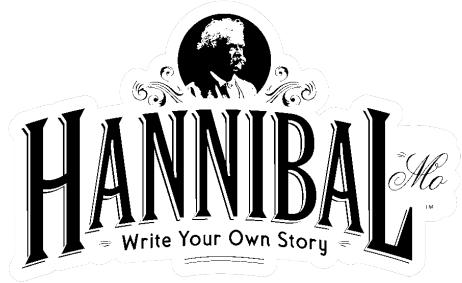
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**Ph: 573-221-0154**

**Fax: 573 221-0707**

**Email: [adorian@hannibal-mo.gov](mailto:adorian@hannibal-mo.gov)**



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

FROM: Andrew Dorian

DATE: 7/8/2022

RE: Dredge Bid Award

Recently, the Hannibal Parks and Recreation Department opened bids for the purchase of a new dredge for the Marina. We received 1 bid from Ellicott Dredge Technologies totaling \$296,742.

This bid includes;

- Mud Cat MC 115D Dredge with a 15 foot digging depth, 125 HP John Deere Diesel Motor and an 8 inch submersible dredge pump.
- 8 Inch hose and pipes to reach the dredge containment site
- Quick floats for the pipes
- On-Site start up and training for 5 days

This dredge has a cab which will allow us to dredge in the late Fall early winter when the boating season has concluded for the year. The goal is to dredge the marina each October/November in order to keep a proper depth.

We chose purchasing a dredge over hiring a dredge company because based on past experiences the cost of hiring a dredge company one time is the same as actually buying a dredge. This dredge should be in service for many years and allow us to keep a proper depth in the marina.

This item was budgeted for in the FY 2022-23 Budget.

The Hannibal Parks and Recreation Department recommends the bid of \$296,742 from Ellicott Dredge Technologies for the purchase of a Mud Cat MC 115D Dredge and accessories.



## CITY OF HANNIBAL, MISSOURI BID TABULATIONS

Project Number: DPW Mud Cat MC 115D Dredge

Project Description: Dredge Equipment

Bid Opening Date: Wednesday, July 6, 2022

Bid Opening Time: 1:00 p.m.

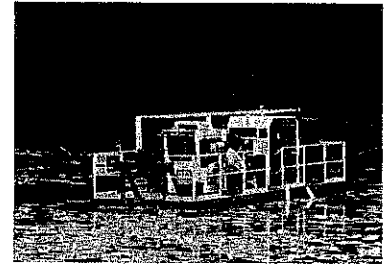
Bidder	Bid Amount	Additional Requirements/Delivery Time
Ellicott Dredge Technologies, LLC	\$296,742.00	10-30 days delivery

  
Angelica N. Zerbonia, MRCC, CMO - City Clerk

  
Date/Time



# PROPOSAL



## Mud Cat MC 115D

TO: Hannibal Parks and Recreation  
320 Broadway  
Hannibal, MO 63401

PROPOSAL: 006931-2  
DATE: June 28, 2022

ATTN: Mr. Andrew Dorian - Director of Central Services

Item	Qty	Part #	Description	Price (USD)	Extended Price (USD)
1	1	5301138	Mud Cat MC 115D Dredge (Jobs 1292 & 1294 Only)	\$248,694.00	\$248,694.00
	1		Positioning boom w/ 15 ft. (4.6 M) digging depth		
	1		Heavy duty 10 gauge steel hull for maximum safety		
	1		Horizontal Low Turbidity Environmental Cutterhead Shroud with dual hydraulic motors w/ 12,000 in-lbs. torque		
	1		>SolidsMaster®: Horizontal cutter bar with carbide steel teeth for excavating sand, mud, and harder materials		
	1		>EnviroMaster®: Spiral auger cutter bar for producing higher solids in various sludge applications		
	1		8 in. (203mm) hydraulically driven, submersible dredge pump constructed of HARDOX steel closed face impeller		
	1		125 HP (93 Kw) John Deere diesel / hydraulic power unit with top shroud		
	1		Hydraulic windlass cable system for Standard Travel Package		
	1		Hydraulic oil for start-up		
	1		Operators Cab w/ air conditioning and heat		
	1		Digital depth gauge to monitor cutterhead position		
	1		Safety Package: 2 life vests, 1 life ring, 1 Marine Grade First Aid Kit and 1 fire extinguisher.		
	1		Tool Package: All tools necessary for routine maintenance + tool box		
	1		Manuals Package: 1 Dredge Operations and Maintenance Manual and 1 Engine Operations Manual		
	1		Pump Defender™ self-cleaning debris guard for up to 80% downtime reduction		
	1		Tattle Tale: Slurry Sample Line w/ Pinch Valve for Quick Slurry Thickness Observation		
2			Additional Equipment		
	4	8002308	Quick Hose: 8 in. x 100 ft. Layflat hose system w/ quick disconnect fittings + saddle floats and nylon straps	3,313.00	13,252.00
33		8002227-ASY	Quick Pipe: 8 in. x 39 ft. sections of 32.5 SDR HDPE pipe w/ quick disconnect fittings - Reduces set-up time by up to 80%	586.00	19,404.00
16		5201771	Quick Floats: Saddle floats w/ quick fasten nylon straps - floats are 10 ft. long sufficient for 20 ft. section of discharge length (8 in.)	225.00	3,600.00
1		8001313	Standard Propulsion (Option #1): 4-Point Rigging System	7,324.00	7,324.00
5		8000309	3/8 in. Travel Cable (per 100 ft. length)	80.00	400.00
			Optional Equipment		
0		-	TLR Trailer: Custom trailer for Transport / Launch / Retrieve (120-160 day lead time)	32,782.00	0.00
0		1601937	Self-Propulsion System: 2 x Outboards w/ throttle control for use in light silts and sludges	22,366.00	0.00
0		5201724	Broadcaster: Discharge attachment for side casting slurry on shore (hooks up in place of hose / pipe)	3,428.00	0.00
0		5400877	Radio Remote Sense: Radio remote readout for use in hazardous environments (up to 1,000 ft. operating distance)	8,542.00	0.00
0		8002356	Flow Sense: Slurry flow measurement with in-cab display	8,277.00	0.00
0		8002891	Density Sense: Density meter with in-cab display (microwave)	42,693.00	0.00
0		-	Saltwater Package: Stainless steel hydraulic fittings, hardware, and hydraulic lines + zinc anodes	16,184.00	0.00
0		2003040	Open Impeller: Open face impeller for improved performance in debris rich environments - comes standard w/ WeedMaster	2,124.00	0.00
0		5102666	Tattle Tale Sample Line (electric)	1,427.00	0.00
0		-	Basic Spares Package: Mud Cat 115D Basic Set of Spare Parts Package (see "Exhibit A-1")	20,756.11	0.00
3			Freight - FOB Factory, New Richmond, WI USA - Prepay and Add to 1893 Orchard Ave., Hannibal, MO 63401		
	1		Step-Deck Flat Bed (Dredge and Accessories)	2,394.00	2,394.00
	1		Hot Shot Trailer (Pipe)	1,674.00	1,674.00
4			Warranty / Terms & Conditions		
	1		1-year standard warranty / terms & conditions (see "Exhibit A-2")	Included	Included
5			Services		
	1		Initial Start-Up & Training	Included	Included
			On-site start-up and training for 5 days		
Total Dredge & Options FOB Factory, New Richmond, WI USA (Items 1-5)				\$ USD	\$266,742.00

IMPORTANT: Items with 0 (zero) quantity and no extended price are for price reference only and are not included in the total provided.

**VALIDITY:** This proposal for Jobs 1292 & 1294 is valid for a period of 30 days from the issuing date.

**DELIVERY POINT:** FOB Factory, New Richmond, WI USA.

**PRODUCTION TIME:** Jobs 1292 & 1294 dredges are in stock and ready to ship within 10-30 calendar days. Some options may add lead time. Current lead with options is estimated at 60-90 days from receipt of signed pro-forma invoice. Subject to availability.

**CASH PAYMENT TERMS:** Net 30 days from the delivery date and invoicing.

**BANKING INFO:** See "Exhibit A-3"

**TAXES:** City of Hannibal, Missouri to provide EDT with a copy of their Missouri Sales Tax Exemption certificate prior to shipment.

**FIELD SERVICE:** A minimum of 14 days notice is required prior to start up and training, requests made with less than 14 days notice will be charged airfare. Additional field service days required due to site conditions will be billed at current daily rate of \$1,200 USD plus travel expenses (travel expenses include but are not limited to: daily per diem, airfare change fee, hotel and transportation fees). Field service not performed within six months from the date of shipment (Ex-works, New Richmond, WI USA) will be forfeited.

**NON-SOLICITATION OF EMPLOYEES:** The Customer agrees that they will not, without prior written consent of Ellicott Dredge Technologies, LLC, at any time, either individually or through any company controlled by the Customer and either on your behalf or on behalf of any other person competing or endeavoring to compete with Ellicott Dredge Technologies, LLC, directly or indirectly, solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of Ellicott Dredge Technologies, LLC.

**PROJECT INFO:** This proposal has been prepared based upon criteria provided by the customer to EDT. The equipment quoted is intended to meet the requirements of the customer supplied specification. If no criteria or incomplete criteria is supplied to EDT by the customer, then this proposal will be based upon published EDT specifications. In either case, actual field results may vary.

**Approved by:**

**Buyer:** X \_\_\_\_\_  
Mr. Andrew Dorian, Director of Central Services, City of Hannibal, Missouri, or Authorized Signer.

\_\_\_\_\_  
Date

**Seller:** X *Michael Young* \_\_\_\_\_  
Michael Young, Regional Sales Manager, Ellicott Dredge Technologies, LLC

6/28/2022

\_\_\_\_\_  
Date



**Ellicott Dredge Technologies, LLC**  
1750 Madison Ave.  
New Richmond, WI 54017 USA  
Sales Office: Tel: (913) 642-5100 - Fax: (913) 642-5119  
Factory: Tel: (715) 246-2888 - Fax: (715) 246-2673  
[myoung@lmsdredge.com](mailto:myoung@lmsdredge.com)  
[www.mudcatdredge.com](http://www.mudcatdredge.com)

**\*\*This Proposal is subject to the printed terms and conditions stated on the EDT form attached. \*\***

# GENERAL TERMS AND CONDITIONS OF SALE

"Exhibit A-2"

## 1. CONTRACT OF SALE

Any order for Equipment or Services (as defined below) (each, an "Order") is accepted by Seller subject to these terms and conditions of sale (these "Terms") and Purchaser by placing an Order agrees to be bound by these Terms. These Terms shall apply to and govern all sales of dredges or other equipment or goods (collectively, "Equipment") and any provision of training, installation, maintenance and/or repair services (collectively, "Services") by Ellicott Dredge Technologies or its affiliates ("Seller") to any purchaser ("Purchaser") and, unless otherwise expressly stated herein, shall supersede all other previous communications, agreements or contracts, written or verbal, between Purchaser and Seller. Seller's acceptance of, and fulfillment of, any Order is expressly made conditional upon agreement by Purchaser to these Terms and these Terms shall form a part of the contract of sale for any Order. Seller does not accept and hereby expressly rejects all terms and conditions contained in any document issued by Purchaser which claim to supersede, alter or amend these Terms. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an officer of Seller. Notwithstanding anything to the contrary, these terms and conditions shall cover any Order and supersede inconsistent terms in any written contract between Purchaser and Seller unless expressly agreed to otherwise in writing between the Purchaser and Seller.

## COMPLETION

Unless otherwise provided in writing, (i) the time for delivery of any Equipment shall be computed from the latest of (a) the date of the Order, (b) the date on which Seller has received from Purchaser any information or drawings which are to be supplied by Purchaser and are necessary to proceed with the manufacture of the Equipment, or (c) receipt of required down payment for an Order and (ii) the due date for the provision of Services shall be computed based on the date on which Seller advises that its engineer will arrive at Purchaser's location. Seller shall not be responsible for delays in delivery or any failure to deliver Equipment or provide Services due to causes beyond its control including without limitation: acts of God, the public enemy or terrorism; mobilization; blockades; embargoes; revolutions; civil commotions; riots; fires; floods; winds; earthquakes; epidemics; quarantine restrictions; explosions; accidents; strikes; slow-downs; lock-outs or other labor difficulties; the acts, laws or regulations of any government or governmental authority; federal, state, local, or foreign regulations, including safety, health and environmental regulations; unusual weather; delays of sub-contractors or suppliers; or inability to obtain shipping facilities, labor, raw materials, supplies, fuel or power. Start-up and training can be done at the job site as long as the U.S. State Department's travel warning is between Levels 1-3. If the travel warning is at a Level 4 ("Do Not Travel") then all training must be done virtually. If a quarantine is mandatory for the Buyer's country, and the travel level is 1-3 then the buyer will need to pay an advance fee of \$1,200 per quarantine day + standard rate for quarantine hotel and meal package prior to the technician's deployment. The Buyer may opt for virtual training. Prior to accepting virtual training, the buyer must sign an authorization form accepting the terms and conditions of virtual training and any operators must take EDT's pre-training safety course and sign off that they have done so. If Buyer elects to utilize in-person training after a quarantine is lifted, EDT agrees to honor the start-up and training for the duration of the warranty. The completion of the Order is expressly subject to compliance with all legal requirements, including but not limited to compliance with laws, regulations and restrictions on international trade, anti-corruption, bribery, import and export control, sanctions, and embargoes.

## 2. PAYMENTS

Payment terms are NET 30 of Delivery and Invoicing. Seller will issue the Readiness Notice 1 to 3 weeks prior to actual expected completion to accommodate shipping, departure and payment logistics. If payment of any part of the purchase price of an Order is not made as provided, Seller reserves the right, at its option, to discontinue provision of Services until such payment has been made. Purchaser shall maintain any letters of credit or other guarantee of payment as fully valid until final payment has been made. If payment is not made within 5 calendar days of the date due, Purchaser shall pay Seller an additional sum equal to 1.25% per month of the unpaid purchase price, calculated daily and compounded monthly, until payment is made. All payments shall be made in U.S. dollars. Purchaser shall not withhold payment of any amounts due and payable to Seller by reason of any setoff of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

## 3. SECURITY INTEREST

When amounts are owed by Purchaser to Seller, Purchaser hereby grants a collateral security interest for the payment of the purchase price of the Equipment and all other amounts owed by Purchaser to Seller. Purchaser hereby grants to Seller a lien on and security interest in and to all of the right, title and interest, to and under the Equipment, wherever located, and whether now existing or hereafter arising, and in all accessories and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the above. The security interest granted under this Section constitutes a purchase money security interest under the Uniform Commercial Code then in force in the State of Maryland and under the laws of such other state(s) as may then have jurisdiction over the Equipment. Purchaser irrevocably authorizes Seller at any time to file financing statements in any filing office in any Uniform Commercial Code jurisdiction which Seller deems appropriate to perfect the security interest granted by Purchaser, all of which costs shall be at Purchaser's expense. Purchaser shall execute any additional documents and take such further actions as Seller may reasonably request to further the creation, attachment and perfection of, and Seller's ability to enforce, Seller's security interest in the Equipment and other collateral granted hereby, in each case

at Purchaser's expense. In the event of a breach of these Terms, the entire balance of the purchase price shall at Seller's option become immediately due and payable, and Seller shall have and may exercise all the rights of a secured party under the Uniform Commercial Code then in force in the State of Maryland or such other state as may then have jurisdiction over the Equipment including, without limitation, the right to repossess the Equipment with or without legal process. The Equipment constitutes "goods," "equipment" and/or "inventory" within the meaning of Uniform Commercial Code, and in no event will the Equipment be considered "consumer goods." If for any reason unencumbered title to the Equipment passes to Purchaser prior to full payment of the purchase price, the Equipment shall automatically be deemed to be furnished upon credit and Seller expressly does not waive any maritime lien or other lien to which Seller is entitled by the issuance of Equipment on credit and/or Seller's acceptance of any note, guarantee or credit of Purchaser or any third party.

## 4. DELIVERY AND PURCHASE PRICE

Unless otherwise provided in writing by Seller, delivery is to be Ex-works at Seller's plant, New Richmond, Wisconsin U.S.A. Risk of loss within the meaning of the Uniform Commercial Code shall pass to Purchaser at the agreed point of delivery. The purchase price includes ordinary packing for shipment but if special packing is required, Seller is to be reimbursed for the cost thereof. Any freight or insurance costs which may be included in the purchase price are based on rates at the date of the Order and any increase shall be paid by Purchaser. War risk insurance has not been included in the purchase price. If at any time before shipment either party believes War Risk insurance to be necessary or desirable, Seller will place such insurance at the expense of Purchaser. Any Equipment not picked up within 30 days of completion due to Purchaser's delay will be charged a storage/rehandling fee of not less than 1% per month or partial month of the purchase price of the Equipment.

## 5. WARRANTIES

Ellicott Dredge Technologies (a.k.a. Ellicott Dredge Technologies, LLC or EDT) hereto interchangeably referred to as "EDT" or the "Seller", warrants only that (i) the Equipment manufactured by Seller will conform to the description on the invoice issued by Seller; (ii) Seller will convey good title thereto and such Equipment will be delivered free from any lawful security interest or other lien or encumbrance unknown to Purchaser except Seller's lien and as otherwise expressly provided; and (iii) the Equipment will be free from defects in material and workmanship for a period ending twelve (12) months after date of shipment or 2,000 hrs. whichever comes first (unless otherwise specifically stated in the contract). Warranty includes free technical support over the phone and via e-mail for the lifespan of the equipment, even if ownership changes, so long as the dredge is registered with EDT after ownership transfers. With respect to engine(s), Seller passes on to Buyer the standard warranty offered by the engine manufacturer. As to Services, Seller warrants only that Service will be performed in a professional and workmanlike manner. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the Equipment or Services. Any affirmation, representation or warranty made by an agent, employee or representative of Seller which is not expressly set forth in these Terms shall not in any way be enforceable against Seller. This warranty is effective only if the equipment has been installed, maintained, and operated in accordance with EDT's instructions for use and service for which it was designed. This warranty does not extend to any condition arising from neglect, misuse, or abnormal use in any manner; or caused by an accident or force; or from failure to properly maintain or service the product or regularly inspect it; or where it has been modified in any way affecting its stability or reliability; or it has been altered or improperly repaired by anyone other than EDT or its designee. Due to widely varying conditions under which EDT products are used or installed, EDT offers no warranty, expressed or implied, as to length of service life of equipment or parts. This warranty does not extend to such wear parts as, but not limited to, seals, slurry pump wet end components, bearings, tires, or any damages caused by any failure of such parts. Neither does this warranty extend to damages from corrosion due to extremes of either high or low pH, or from other chemical or electrolytic reaction caused by contents in waters where the equipment is used.

Any equipment and accessories not manufactured by EDT, which are incorporated into any EDT equipment, are warranted only to the extent of the original manufacturer's warranty or guarantee. As a condition of this warranty, the customer shall, promptly upon its determination of intent to make any claim against EDT, arising under this warranty, so notify EDT, in writing, specifically describing the part alleged to be defective; and further, upon request from EDT, shall ship such part to EDT, prepaid, as directed, for inspection by EDT. EDT may, at its discretion, send an authorized service representative, with transportation and expenses prepaid, to the customer's site to perform such inspection. EDT's sole obligation under this warranty, upon determination that such defectiveness did in fact exist within the period provided, shall be limited to, at EDT's expense, either repairing or replacing such defective part.

EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER REGARDING THE EQUIPMENT OR ANY SERVICES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, OR PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTY (I) OF MERCHANTABILITY; (II) OF FITNESS FOR A PARTICULAR PURPOSE; OR (III) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

## 6. LIMITATION ON REMEDIES

Should the Equipment prove defective or if Services provided are not

AN EQUAL OPPORTUNITY EMPLOYER



# GENERAL TERMS AND CONDITIONS OF SALE

"Exhibit A-2"

reasonably satisfactory, Purchaser's exclusive and sole remedy for any claim regarding the Equipment or Services shall be, in Seller's sole discretion, the repair or replacement of Equipment Ex-works Seller's plant, New Richmond, Wisconsin, U.S.A. If Seller is given prompt written notice of any claimed defect within the warranty period and the Equipment is returned to Seller's plant for examination, charges prepaid, or, as to Services, the re-performance of Services. After the issue is remedied, the Buyer has 10 calendar days to pick up their equipment. Any days beyond this grace period will be charged at \$100.00 per day. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY WITH RESPECT TO ANY ORDER OR THE SUPPLY OR USE OF ANY EQUIPMENT OR SERVICE EXCEED THE AMOUNT ACTUALLY PAID BY PURCHASER TO SELLER WITH RESPECT TO SUCH EQUIPMENT OR SERVICE.

## 7. INDEMNIFICATION; LIMITATION ON LIABILITY

Purchaser shall indemnify and hold Seller harmless from and against, any and all claims, demands, actions and causes of action of any nature whatsoever, and all expenses incident to the defense thereof (including attorneys' fees), for injury to or death of persons and loss of or damage to property arising out of, or in any way connected with, Purchaser's ownership, assembly or use of Equipment, including, without limitation, acts or omissions of Purchaser or its agents, whether or not caused or claimed to have been caused by the breach, negligence, gross negligence, or intentional misconduct of Purchaser. Seller is not liable for any damage to the Equipment which occurs during its shipment, assembly or erection or for accidents, abuse or improper operation of the Equipment. Seller shall be under no obligation after shipment to assemble, erect or test the Equipment. If an Order provides for Services, unless otherwise provided, Seller's sole obligation with respect thereto shall be to provide Purchaser one or more experienced engineer(s), at Seller's expense, who shall become and remain Purchaser's agent(s) for the period during which the Services are provided. Under no circumstances shall Seller be liable to Purchaser or any third party for any acts or omissions of any such engineer(s) while providing Services. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THESE TERMS, ANY CONTRACT OR THE SALE OR FURNISHING OF ANY EQUIPMENT OR SERVICES TO PURCHASER. SELLER SHALL ONLY BE LIABLE FOR ITS OWN GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. PURCHASER'S SOLE REMEDY FOR ANY LIABILITY OF SELLER OF ANY KIND SHALL BE LIMITED TO THE REMEDY SET FORTH IN SECTION 7 ABOVE. SELLER WILL NOT BE RESPONSIBLE FOR MEETING ANY FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS UNLESS EXPRESSLY AGREED TO BY SELLER IN WRITING. NO ACTION MAY BE BROUGHT FOR ANY ALLEGED BREACH BY SELLER OF THESE TERMS, AN ORDER OR ANY CONTRACT BETWEEN PURCHASER AND SELLER REGARDING AN ORDER (COLLECTIVELY, THE "GOVERNING DOCUMENTS") MORE THAN 1 YEAR AFTER THE PURCHASE OF EQUIPMENT OR RENDERING OF SERVICE OCCURS.

## 8. TAXES

All present and future sales, use, excise and similar taxes imposed by any federal, state, local or foreign government which Seller may be required to pay or collect with respect to the Equipment, the Services or with respect to the sale, transportation, storage, or use of the Equipment or provision of Services shall be for the account of Purchaser.

## 9. NON-CANCELABLE AND NON-ASSIGNABLE

An Order is not subject to cancellation or revision by Purchaser except with Seller's prior written consent and upon such terms and conditions as are satisfactory to Seller. None of the Governing Documents nor any interest herein or therein is assignable or transferable to a third party without the prior written

consent of Seller. These Terms are for the sole benefit of Seller and Purchaser and there shall be no third party beneficiaries of these Terms. Purchaser shall not assign, transfer, import or export an Order to embargoed or sanctioned countries or in violation of applicable international trade or other laws, regulations or restrictions.

## 10. PROPRIETARY RIGHTS; CONFIDENTIALITY

Purchaser shall not use, make reference to, publish, copy or otherwise designate, either orally or in writing, any logo, trademark, servicemark or tradename of Seller without the prior written consent of Seller. Any and all models, drawings, sketches, parts and other information supplied by Seller to Purchaser is and shall remain the property of Seller. Sales to the Purchaser do not convey any license, expressly or by implication to manufacture, duplicate, reverse engineer or otherwise copy or reproduce any of the Equipment or any part thereof.

All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Purchaser, shall remain confidential and shall not be disclosed without prior WRITTEN permission from Seller. Seller shall be entitled to injunctive relief, without the need to post bond, for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; or (ii) known to Purchaser at the time of disclosure.

## 11. WAIVER

Any waiver by either Purchaser or Seller of a breach by the other of any provision of these Terms or any Contract shall not be deemed a waiver of future compliance therewith, and all provisions shall remain in full force and effect.

## 12. ATTORNEYS' FEES

In the event that any legal action or other proceeding is brought for the enforcement of any Governing Document or these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses (including any fees, costs or expenses incurred to collect fees, costs or expenses). Whether or not suit is filed, Purchaser shall be liable for all attorneys' fees and costs associated with Seller's collection of any delinquent accounts of Purchaser. Any claim for costs, fees or expenses pursuant to these Terms shall survive and shall not merge into any judgment entered with regard to a claim arising out of or relating to any of the Governing Documents.

## 13. APPLICABLE LAW; JURISDICTION

These Terms and any dispute relating to any Governing Document or these Terms shall be governed by and construed in accordance with the laws of the State of Maryland, U.S.A., without regard to its conflicts of law principles. The state and federal courts sitting in Maryland shall have exclusive jurisdiction over any claims or disputes relating to these Terms or any Governing Document. The United Nations Convention on Contracts for the International Sale of Goods shall not govern any of the Governing Documents or the performance thereof or any aspect of any dispute arising from any of the Governing Documents. If any term or provision of these Terms or any provision in a Governing Document shall be found to be invalid, illegal or unenforceable, these Terms and the Governing Document shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Purchaser shall promptly agree upon a substitute for any such term or provision. PURCHASER AND SELLER KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO ANY OF THE GOVERNING DOCUMENTS OR THE ISSUES RAISED BY THAT DISPUTE.

## Summary of Offered Equipment

City of Hannibal, Missouri  
Mud Cat MC-115D Dredg Package

### 1 Mud Cat MC 115D Dredge (Jobs 1292 & 1294 Only)

#### *Standard Equipment includes:*

- 1 Positioning boom w/ 15 ft. (4.6 M) digging depth
- 1 Heavy duty 10 gauge steel hull for maximum safety
- 1 Horizontal Low Turbidity Environmental Cutterhead Shroud with dual hydraulic motors w/ 12,000 in-lbs. torque
- 1 SolidsMaster®: Horizontal cutter bar with carbide steel teeth for excavating sand, mud, and harder materials
- 1 EnviroMaster: Spiral auger cutter bar for producing higher solids in various sludge applications
- 1 8 in. (203mm) hydraulically driven, submersible dredge pump constructed of HARDOX steel closed face impeller
- 1 125 HP (93 kW) John Deere diesel / hydraulic power unit with top shroud
- 1 Hydraulic windlass cable system for Standard Travel Package
- 1 Hydraulic oil for start-up
- 1 Operators Cab w/ air conditioning and heat
- 1 Digital depth gauge to monitor cutterhead position
- 1 Safety Package: 2 life vests, 1 life ring, 1 Marine Grade First Aid Kit, and 1 fire extinguisher.
- 1 Tool Package: All tools necessary for routine maintenance + toolbox
- 1 Manuals Package: 1 Dredge Operations and Maintenance Manual and 1 Engine Operations Manual
- 1 Pump Defender™ self-cleaning debris guard for up to 80% downtime reduction
- 1 Tattle Tale: Slurry Sample Line w/ Pinch Valve for Quick Slurry Thickness Observation

#### *Additional Equipment included with this offer:*

- 4 Quick Hose: 8 in. x 100 ft. Layflat hose system w/ quick disconnect fittings + saddle floats and nylon straps
- 33 Quick Pipe: 8 in. x 39 ft. sections of 32.5 SDR HDPE pipe w/ quick disconnect fittings - Reduces set-up time by up to 80%
- 16 Quick Floats: Saddle floats w/ quick fasten nylon straps - floats are 10 ft. long, sufficient for 20 ft. section of discharge length (8 in.)
- 1 Standard Propulsion (Option #1): 4-Point Rigging System
- 1 500 ft. Spool of 3/8 in. Travel Cable

#### *Services Included with this offer*

- 1 On-site Start-up assistance with operational and maintenance training by EDT factory technician for up to 5 days included at no additional charge.
- 1 One year Standard EDT Warranty as per attached Terms and Conditions, plus Warranty Certificate
- 1 Lifetime, transferrable free telephone and e-mail technical support.



**IMS DREDGES**



**GeoPool**

**Ellicott Dredge Technologies, LLC**  
1750 Madison Avenue  
New Richmond, WI 54017

Sales Office: 913-642-5100  
Factory Office: 715-246-2888

[www.imsdredge.com](http://www.imsdredge.com)  
[www.mudcatdredge.com](http://www.mudcatdredge.com)  
[www.geopooldewatering.com](http://www.geopooldewatering.com)



Recipient of the U.S.  
President's E-Award  
ISO 9001: 2015 Certified



# Mud Cat™ 115D Dredge

## DIMENSIONS

Weight:	16,250 lbs. (7,370 kg) dry
Overall Length:	33 ft (10 m)
Overall Width:	8 ft-6 in (2.6 m)
Overall Height:	9 ft-5 in (2.9 m)

## WORKING CAPACITY

Working Depth:	15 ft (4.6 m)
Cut Width:	8 ft (2.4 m)
Cut Height:	17 in. (0.43 m)
Draft	22.5 in avg (0.57 m)

## FLOATATION

Hull Type:	Monohull 10ga steel construction with pan for optional flow and density meters
Deck:	Non-skid

## ENGINE

Type:	John Deere
Horsepower:	125 HP (93 kW)
Fuel Capacity:	120 gallons (454 liters)
Frame:	Steel frame

## INSTRUMENTATION

Tachometer/hour meter	Auxiliary hydraulic pressure gauge
Engine oil pressure	
Engine coolant pressure	
Slurry pump hydraulic pressure gauge	
Cutterhead hydraulic pressure gauge	
Discharge pressure gauge	
Digital depth gauge	

## CONTROL STATION

Fully enclosed operator's cab with chair	
Air Conditioner / Heater / Fan	
IQAN HMI 7 in. touch screen	
Horn	
Windshield wiper	
Internal and external lighting	
Cup holder	
Controls:	Cutterhead - Reverse / Off / Forwards / Speed Pump - On / Off / Speed Travel - Reverse / Off / Forwards / Speed Ladder Hoist - Down / Off / Up

## SLURRY PUMP

Manufacturer:	Mud Cat
Discharge Diameter:	8 in. (203 mm)
Performance:	3,000 GPM (681 m <sup>3</sup> /hr) max 2,000 GPM (454 m <sup>3</sup> /hr) @ 55 ft (16.8 m) TDH (water) @ 980 rpm
Closed Impeller	
Solids Passage:	3.5 in. (88 mm)
Open Impeller	
Solids Passage:	4.3 in. (109 mm)
Optional open trash impeller	

## TRAVEL SYSTEM

Triple sheave hydraulic driven winch 12 in (304 mm)

## FUEL CONSUMPTION

7.7 gallons/ hour at full HP rating (29.14 liters)

## CUTTERHEAD SYSTEM

Shroud:	Shrouded low-turbidity environmental cutterhead with 3 quick release clean-out ports
Interchangeable Cutter Bars:	
• EnviroMaster:	Cutter bar is included for sludge and environmental dredging (standard)
• SolidsMaster:	Cutter bar is used for sand and consolidated material dredging (standard)
Width:	96 in. (2,438 mm)
Diameter:	17 in. (432 mm)
Torque:	14,000 in-lbs. torque
Pump Defender:	Patented self-cleaning debris guard for up to 80% less downtime in debris rich environments

## HYDRAULIC SYSTEM

Filtration:	5 micron
Oil cooler thermostatically controlled - standard	
Stainless steel tubing on boom - standard	

## SLURRY SAMPLE LINE

Slurry sample line allows operator to get visual representation of slurry in real time using a bail valve and sample line that crosses operator view.  
Optional in cab electric on/off switch available

## SAFETY PACKAGE

Life vest
Life ring
Fire extinguisher

## SAFETY

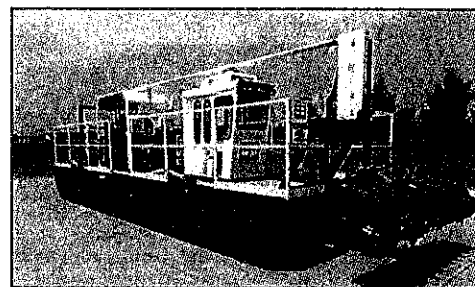
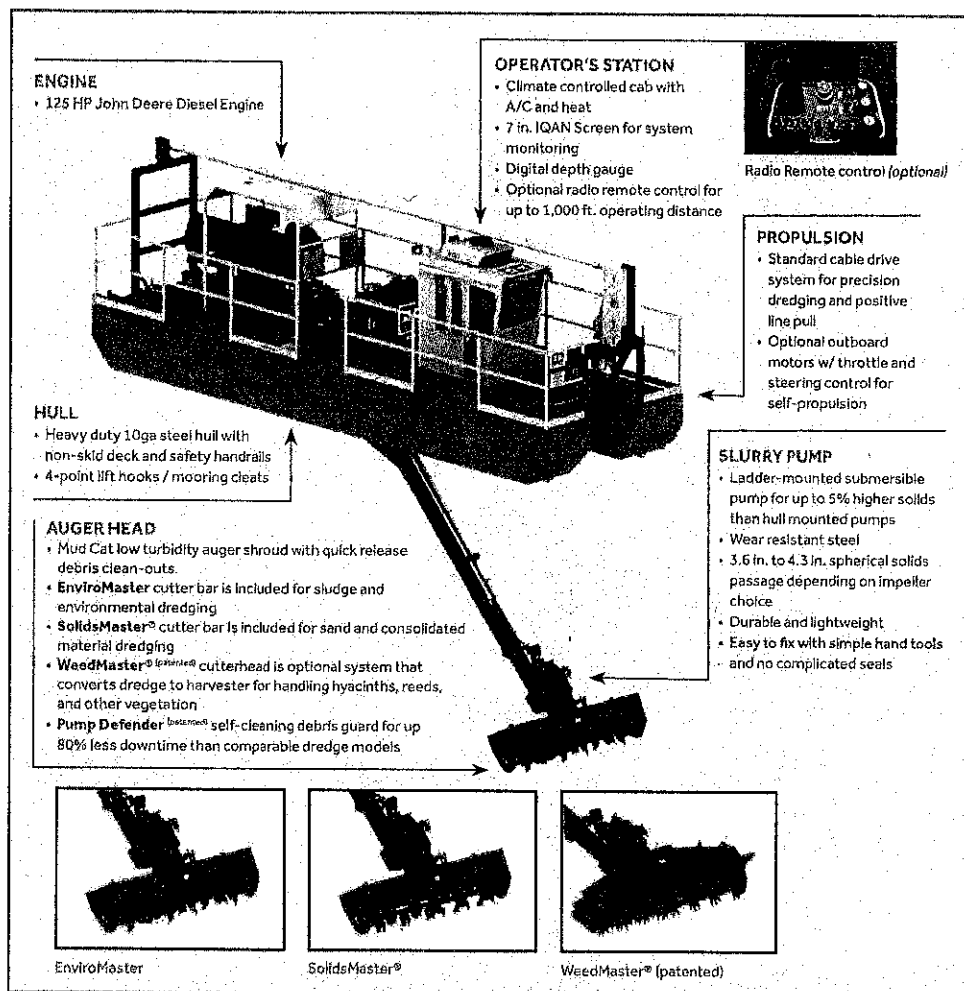
Steel hand railing - standard
High engine coolant temperature - standard
Low engine oil pressure - standard
High hydraulic oil temperature - standard
Low hydraulic oil level - standard

## OPTIONAL EQUIPMENT

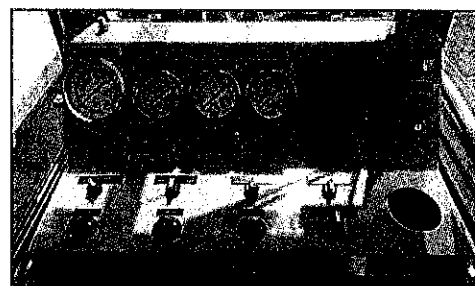
TLR Trailer (Transport / Launch / Retrieve)
Quick Disconnect Fitting Pipe and Hose
Quick Floats
4-Point Traverse System w/ Travel Cable
Self-Propulsion System (dual outboard motors with throttle control)
WeedMaster patented vegetation cutterhead
Broadcaster side-casting discharge attachment
Radio Remote Control (for up to 1,000 ft. operating range)
Flow Meter
Density Meter
Salt Water Operating Package
Open Impeller for debris rich environments
Essential Spare Parts Package (highly recommended for overseas buyers)

For explanation of the highlighted items above, please see the attached Description of Optional Equipment sheet.

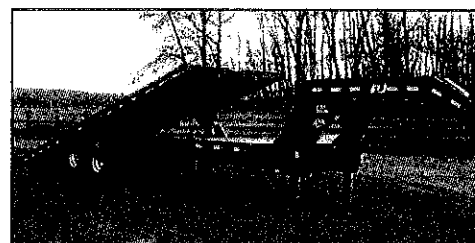
# Mud Cat™ 115D Dredge



2021 Mud Cat 115D with Climate Controlled Operator's Station



The Mud Cat 115D controls can be learned in a matter of minutes.



Mud Cat TLR (Transport / Launch / Retrieve) Trailer

FEATURES	BENEFITS
Superior Pump Design	8 in. (203 mm) ladder mounted pump for up to 5% higher solids. Light weight and easy to fix with simple hand tools. No complicated seals or special tooling. Low Pressure (LP) pump is ideal for filling geotextile containers.
High Solids Pump	Passes 3.6 in. (91 mm) spherical solids with closed impeller and 4.3 in. (109 mm) spherical solids with open impeller for less clogging.
Versatile Propulsion	Standard cable drive winch with options for 4-point anchor system with traversing cable for dredging in sand, silt, and sludges or dual outboard motors with throttle control for self-propelled dredging in light silts and sludges.
Dredging Depth	15 ft. (4.57 m) standard dredging depth making it the deepest digging in its class.
Versatile Control Station	Easy to use finger tip controls that can be learned in a few hours. Optional radio remote control feature.
Pump Defender (patented)	Patent pending Pump Defender allows for cleaning of the pump inlet after every revolution of the cutterhead to greatly reduce down-time in debris rich environments by up to 80%.
Shipping	Light weight legal load that fits on a 40 ft. flat rack, fully assembled for inexpensive international transport.
Versatile Cutterhead System	The Mud Cat 115D comes standard with a low turbidity environmental shroud with 2 x standard cutter bars. The EnviroMaster is used for thick sludges and light sediments for maximum solids and the SolidsMaster is used for sand and more compact sediments to achieve optimal solids.
Vegetation Cutterhead	Optional WeedMaster cutterhead converts the MC 115D into a hydraulic weed harvesting system that will cut hyacinths, reeds, and other types of vegetation into small pieces and pump them to a remote discharge site (requires open impeller).

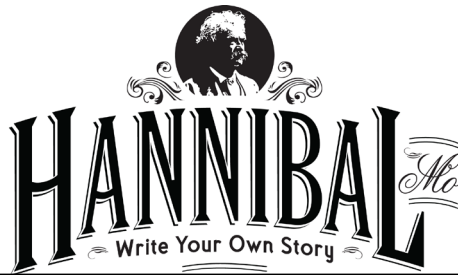


Ph: 913-642-5100 or 866-467-4010 (USA Only)  
 Fax: 913-642-5119  
 E-mail: sales@mudcatdredge.com



Mud Cat, A Division of EDT

1750 Madison Avenue  
 New Richmond, Wisconsin U.S.A. 54017  
 Website: www.mudcatdredge.com



**To: Mayor and City Council**

**From: Andy Dorian**

**Re: Traffic Committee Recommendations**

**Date: July 13, 2022**

---

**Traffic Committee met on June 16, 2022 and are recommending the following:**

- **No parking on the west side of Hazel Street from Grand Avenue to Rock Street. If vehicles are parked on both sides of the street, it makes it nearly impossible for emergency vehicles to travel that street especially if they are parked straight across from one another.**
- **No parking on the south side of Ann Street from Booker Street to the end of Ann Street. If vehicles are parked on both sides of the street, it makes it nearly impossible for emergency vehicles to travel that street especially if they are parked straight across from one another.**
- **No parking on Hill Street from Stillwell, heading east, for 100 feet from 7:00 a.m. to 7:00 p.m. from June 1<sup>st</sup> to November 1<sup>st</sup>. When vehicles are parked on Hill Street it makes it impossible for larger vehicles (tour busses) to make the turn from Stillwell to Hill causing traffic to backup.**

**It is the recommendation of the Traffic Committee to approve these requests and are here to ask for Council's approval as well.**

**City of Hannibal 320 Broadway, Hannibal, MO 63401**  
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**[www.hannibal-mo.gov](http://www.hannibal-mo.gov)**

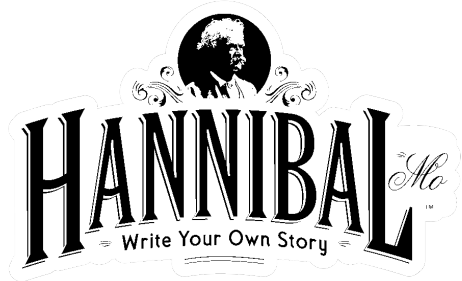


**Andrew Dorian**  
**Director of Central Services**  
**City of Hannibal**  
**320 Broadway**  
**Hannibal, MO 63401**

**Ph: 573-221-0154**

**Fax: 573 221-0707**

**Email: [adorian@hannibal-mo.gov](mailto:adorian@hannibal-mo.gov)**



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

FROM: Andrew Dorian

DATE: 7/8/2022

RE: Union Street Bid Award

The City of Hannibal and BPW recently opened bids for the replacement of 175' of stone archway that failed underneath Union Street.

We received 2 bids with the low bid of \$705,634 submitted by T&B Trucking & Excavating. The engineers estimate for the project was \$750,000.

The City/BPW has been awarded \$616,350 from CDBG for the construction portion of this project. The City will need to utilize the new Infrastructure Sales Tax Money to cover the difference. In addition the City will have to pay for the replacement of the road, curbs and sidewalks which the Street Department will do.

The City of Hannibal/BPW recommends the low bid of \$705,634 from T&B Trucking & Excavating for the replacement of 175' of the stone archway stormwater conveyance that failed underneath Union Street.



# **CITY OF HANNIBAL**

## **DEPARTMENT OF PUBLIC WORKS**

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### **INTEROFFICE MEMORANDUM**

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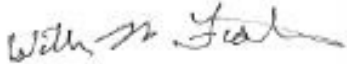
**TO:** CITY COUNCIL  
**FROM:** MIKE MURPHY, BUILDING INSPECTOR  
**SUBJECT:** REZONING OF 100 LONE CEDAR DRIVE  
**DATE:** July 7, 2022

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An application has been received from Shad Terrill to rezone 100 Lone Cedar Drive, which is owned by McClelland-Terrill LLC. Their request is to re-zone from B-Multiple Family to PDR-Planned Density Residential to allow an office building.

The Planning and Zoning Commission will hold their public hearing for this request on Thursday, July 21, 2022, at 4:00 P.M. The Department of Public Works has requested that Council set their public hearing date for Tuesday, August 16, 2022, at 6:45 p.m.



<b>POLICY:</b>	<b>Maintenance Responsibility of Stormwater Systems</b>	<b>DEPARTMENT:</b>	<b>Stormwater</b>
<b>APPROVED:</b>		<b>REVIEWED / REVISED:</b>	<b>05/20/22</b>

**Description:**

Adequate drainage in the City of Hannibal is necessary to preserve and promote general health, welfare and economic wellbeing of the area. Stormwater drainage is a regional feature that affects all governmental jurisdictions and all parcels of property. This characteristic of drainage makes it necessary to formulate guidelines designating responsibility for maintenance and replacement of existing improvements.

**Purpose:**

The purpose of this policy is to delineate responsibility of stormwater conveyances within the city limits of Hannibal.

This policy is independent of previous actions taken by the City to address stormwater concerns and is hereby created to define the City's current responsibilities.

**Scope:**

This policy outlines the criteria for which a stormwater conveyance will be evaluated by in order to determine ownership or responsibility for maintaining.

**Guidelines:**

**Public & Private Responsibilities**

The City of Hannibal shall maintain stormwater conveyances located within dedicated City right-of-way or on private property where the conveyance is located within an easement dedicated to the City. The City shall not be responsible for a portion of a private conveyance that crosses an easement or right-of-way to connect to a City owned conveyance system. There are instances of other public entities (MoDOT, Marion and Ralls Counties) that have stormwater conveyance systems within public right-of-way. The ownership and responsibility for these facilities are retained by these entities.

The City shall not be responsible for maintaining stormwater conveyances located outside of dedicated right-of-ways and easements. The City is also not responsible for maintaining jurisdictional waterways. Jurisdictional waterways can be found on the USGS quadrangle maps and are shown as blue lines.

The City retains the right to make emergency repairs outside of these guidelines in an effort to protect property and/or life. This determination will be made by the General Manager or Central Services Director and the cost of the repairs shall be billed to the property owner.

**DPW & HBPW Responsibilities**

All stormwater conveyances that are the responsibility of the City are owned by the City. However, the maintenance of these conveyances has been divided between the City of Hannibal's Department of Public Works (DPW) and the Hannibal Board of Public Works (HBPW).



The DPW is responsible for the following:

1. Floodwall
2. Floodwall Gates
3. Floodwall Storm Basin
4. All above ground conveyances
5. Maintaining the openings of inlets and grates
6. Maintaining City Owned Stormwater Basin(s)

The HBPW is responsible for the following items:

1. Below ground conveyance systems
2. Inlet Structures
3. Stormwater Manholes
4. Bear Creek Dam
5. Floodwall Pumps, Pump Station and Associated Items
6. Culverts Under Roadways Only\*

\*Per MODOT definition, a culvert is less than 20' long. A bridge is 20' long or greater. With a culvert, the roadway is supported by dirt over top of the culvert.

**Originated / Revised History**

Created – April 2019

Approved – 05/20/19

Revised – 05/20/22