

City of Hannibal

OFFICIAL COUNCIL AGENDA

**Tuesday April 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.

Although the meeting will be shown live, residents will also be able to watch the meeting on the YouTube page after the meeting.

The instructions to watch the meetings online follow:

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

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

Regularly Scheduled Council Meeting – April 5, 2022

APPROVAL OF PAYROLL AND CLAIMS

First Half - April 2022

HANNIBAL KIWANAS

**Re: Special Event Permit-Arts & Crafts in Central Park
July 2022**

HANNIBAL ARTS COUNCIL

**Re: Special Event Permit-Request, Street Closures – Folk Life Festival
October, 2022**

MARK ALLEN MILEWSKI – 909 CHURCH STREET, #A

Re: Disparities in Law Enforcement with Personal Experience.

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LISA PECK – CITY MANAGER

Re: Request Public Hearing-Code Amendment- Stormwater Runoff Management--Section 9-189
Planning & Zoning Commission

Re: Request Public Hearing-Code Amendment-Construction, Maintenance & Improvements - Section 28-105
Planning & Zoning Commission

Re: Request Public Hearing- Code Amendment- Stormwater Runoff Management- Section 9-187
Planning & Zoning Commission

ANDY DORIAN, DIRECTOR – CENTRAL SERVICES

Re: Street Department Truck Bed, Hydraulics, and Snow Plow Purchase
Viking/Cives- \$68,686
(Request Bid Approval)

Re: 1112 Valley Lot Purchase
Randall Reece- \$575.00
(Resolution No. 2402-22 , to follow)

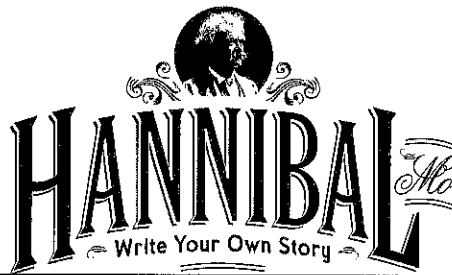
RESOLUTION NO. 2404-22

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO RANDALL REECE FOR THE SALE OF CITY OWNED PROPERTY LOCATED AT 1112 VALLEY IN THE AMOUNT OF \$575.

CLOSED SESSION

In Accordance with RSMo. 610.021 (1, 3, 13)

ADJOURNMENT



To: Planning & Zoning Commissioners and City Council

From: Candy Golian, DPW Management Assistant

Re: Request Public Hearing – Code Amendment

Date: April 11, 2022

Planning and Zoning Commission has scheduled their public hearing for Thursday, April 21, 2022, to amend Chapter 9, Article IV – Stormwater Runoff Management, Section 9-189, Project Classifications and Fees. The change will amend the fees to:

Class	Review fee
A. Less than 1 acre	\$200.00
B. 1 acres to 3 acres	\$350.00
C. Over 3 acres	\$500.00

Which will cover the costs of the review.

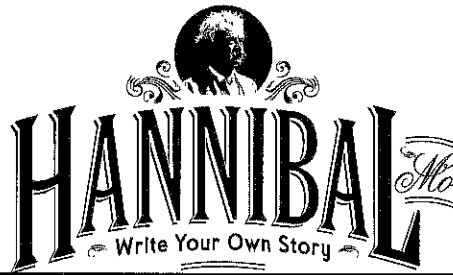
They are requesting Council to set their public hearing for Tuesday, May 3, 2022 at 6:15 p.m.

City of Hannibal 320 Broadway, Hannibal, MO 63401

P 573.221.0111 F 573.221.8191

www.hannibal-mo.gov





To: Planning & Zoning Commissioners and City Council

From: Candy Golian, DPW Management Assistant

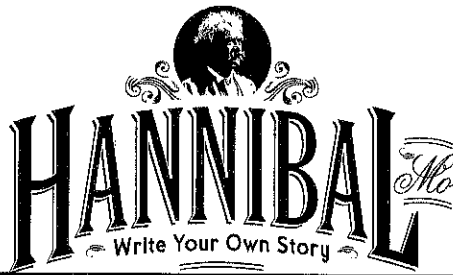
Re: Request Public Hearing – Code Amendment

Date: April 11, 2022

Planning and Zoning Commission has scheduled their public hearing for Thursday, April 21, 2022, to amend Chapter 28, Article III – Construction, Maintenance and Improvements, Section 28-105, Specifications for Sidewalks in Residential Districts to remove that section: “On all sidewalks in residential districts of the city, where the width of sidewalks has been fixed by ordinance at more than four feet, the paved portion of the sidewalk may be four feet wide; provided, however, that the inner edge of the paved portion or the edge nearest the building line of the property along or in front of which sidewalk is constructed, shall be at least and not greater than one foot and from the building line.” They are requesting Council to set their public hearing for Tuesday, May 3, 2022 at 6:30 p.m.

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





To: Planning & Zoning Commissioners and City Council

From: Candy Golian, DPW Management Assistant

Re: Request Public Hearing – Code Amendment

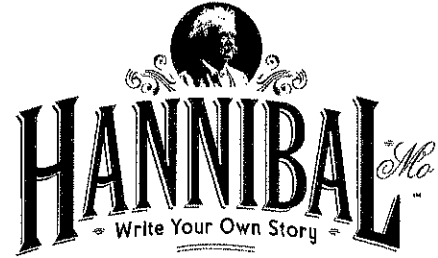
Date: April 11, 2022

Planning and Zoning Commission has scheduled their public hearing for Thursday, April 21, 2022, to amend Chapter 9, Article IV – Stormwater Runoff Management, Section 9-187, Stormwater Management Required for all Development to delete the following: “Only the planning and zoning commission may waive the stormwater management requirement.” They are requesting Council to set their public hearing for Tuesday, May 3, 2022 at 6:45 p.m.

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



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



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

FROM: Andrew Dorian

DATE: 4/13/2022

RE: Street Department Truck Bed, Hydraulics and Snow Plow Purchase

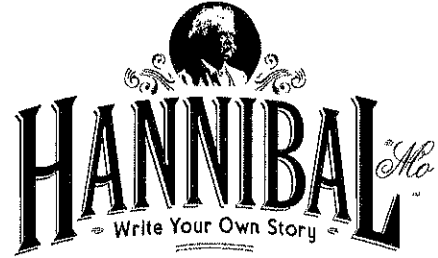
Viking/Cives is the authorized dealer for Tri-State Trucking who has the State bid and who we recently purchased our 2 Ton Mack Truck from.

Viking/Cives submitted a quote of \$68,686 for;

1. Plow Assembly
2. Steel Dump Body and hoist
3. Hydraulic System
4. Salt Spreader System

The Street Department recommends the low quote of \$68,686 from Viking/Cives for the purchase of a new truck bed, hydraulics and snow plow accessories for the two new 2 ton Mack Truck.

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



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

FROM: Andrew Dorian

DATE: 4/12/2022

RE: 1112 Valley Lot Purchase

Randall Reece would like to purchase 1112 Valley from the City. A title report was completed showing no deed restrictions or liens.

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

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

COVENANTS AND RESTRICTIONS

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

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

This resolution would authorize the Mayor to execute the Transfer of Real Estate Contract and Special Warranty Deed with the sale price of \$575 to Randall Reece.

RESOLUTION NO. 2404-22

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO RANDALL REECE FOR THE SALE OF CITY OWNED PROEPRTY LOCATED AT 1112 VALLEY IN THE AMOUNT OF \$575.

WHEREAS, the City of Hannibal is the owner of a vacant lot at 1112 Valley, and

WHEREAS, Randall Reece would like to purchase this property, and

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

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

SECTION ONE: That the Mayor is hereby authorized to execute a contract on behalf of the City of Hannibal for the sale of a vacant lot at 1112 Valley in the amount of \$575 to Randall Reece.

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

ADOPTED THIS _____ DAY OF _____, 2022.

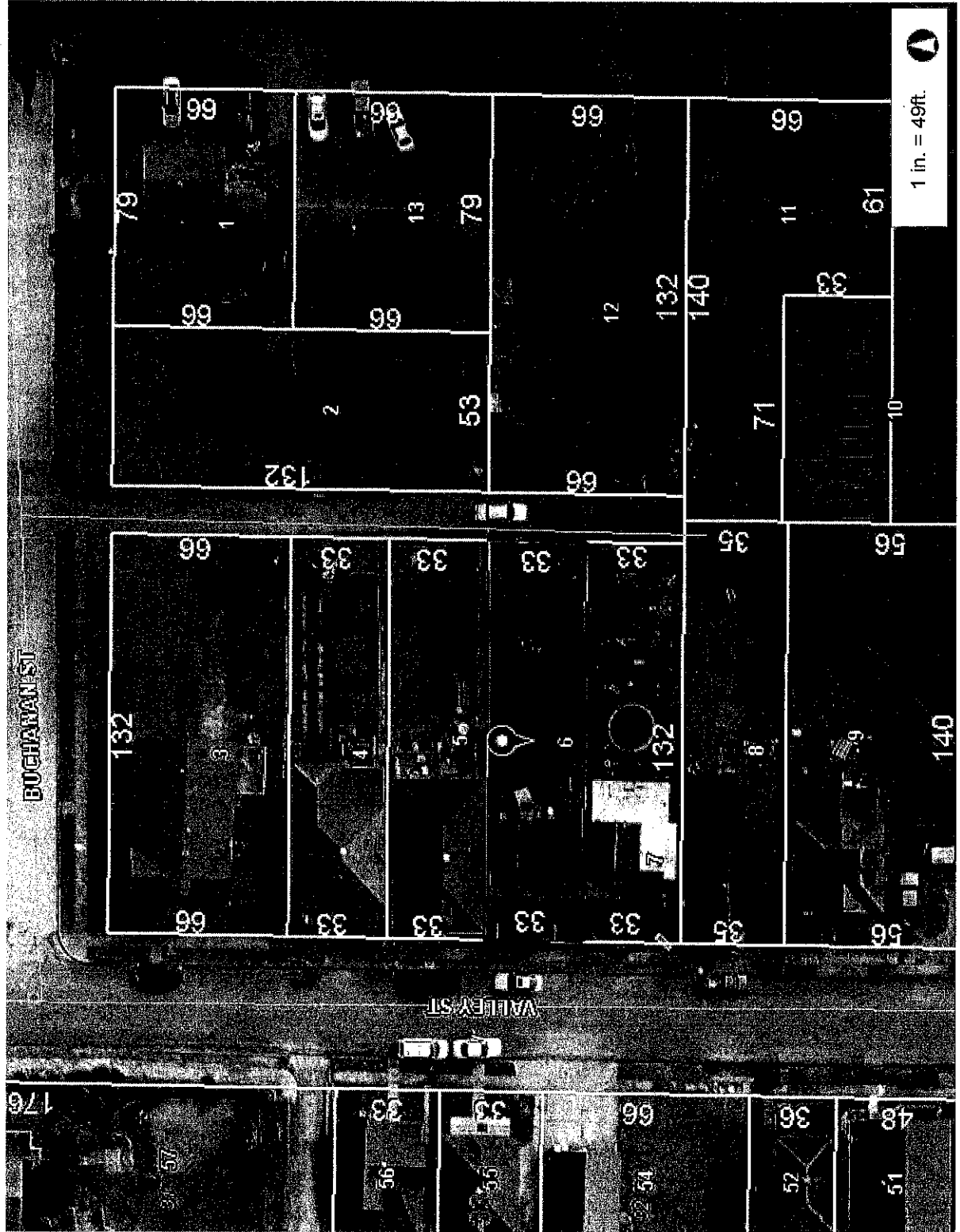
APPROVED THIS _____ DAY OF _____ 2022.

JAMES R. HARK, MAYOR

ATTEST:

ANGELICA N. ZERBONIA, CITY CLERK

Marion County, MO

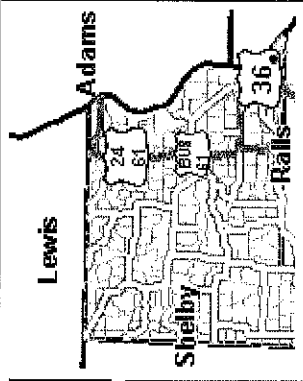


1 in. = 49ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

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

Notes

AGREEMENT FOR TRANSFER OF REAL ESTATE

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

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

LEGAL DESCRIPTION:

The North One-Half (N-1/2) of the North One-Half (N-1/2) of the Southwest Quarter (SW-1/4) of Block Two (2) in Buchanans Addition to the City of Hannibal, Marion County Missouri.

being also described as: 1112 Valley Street, Hannibal, Mo 63401

TERMS OF SALE

1. The price for said property shall be **FIVE HUNDRED AND SEVENTY FIVE Dollars (\$575.00)**, to be paid by Buyer in cash on the date of closing.
2. The parties acknowledge that the property was acquired by the City in a program intended to return blighted property to the tax rolls. The City has no specific knowledge regarding the conditions of this property. With full knowledge of this fact, the Buyer wishes to purchase this property in it's current or "as is" condition. Buyer Warrants that they have inspected the property to their satisfaction, that they have had sufficient time to insure that the property is appropriate for its intended use and that they are willing and capable of taking such action and expending such funds as may be necessary to bring this property into legal compliance with all federal, state, county and municipal laws, regulations and rule.

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

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

EFFECTIVE DATE. The parties agree that this contract shall be effective upon signature by all parties. the parties further agree that the provisions of this agreement shall remain

in force and effect after the date of closing, and that the terms herein may be enforced at any time within the applicable statute of limitations.

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

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

Seller:

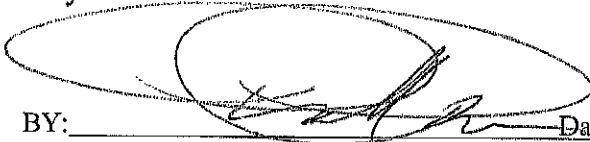
CITY OF HANNIBAL

BY: _____ Date _____

JIM HARK, Mayor

Attest: Angel N. Zerbonia, City Clerk _____

Buyer

BY:  _____ Date 4/13/22

Randall Reece

BY: _____ Date _____

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 Randall Reece of the second part, of Marion County, State of Missouri, grantee(s). Grantee's mailing address is:

1110 Valley Street, 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:

The North One-Half (N-1/2) of the North One-Half (N-1/2) of the Southwest Quarter (SW-1/4) of Block Two (2) in Buchanans Addition to the City of Hannibal, Marion County Missouri.

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: _____
JAMES HARK, Mayor

Attest: _____
Angel Zerbonia, City Clerk

STATE OF MISSOURI)
)ss.
COUNTY OF MARION)

On this _____ day of _____, 2022, before me personally appeared JAMES HARK, to me 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 said instrument was signed and sealed on behalf of the City Council, and said Mayor acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Hannibal, Missouri, the day and year first above written.(SEAL)

Wells Abstract

INFORMATIONAL REPORT NUMBER

File No. M2203039

SCHEDULE A

1. Effective Date: MARCH 28 2022, at 8:00 A.M.

2. The estate or interest in the land described or referred to in this Report is at the effective date hereof vested in:

CITY OF HANNIBAL

3. The land referred to in this Report is situated in the County of MARION, State of MISSOURI, and is described as follows:

The North One-Half (N-1/2) of the North One-Half (N-1/2) of the Southwest Quarter (SW-1/4) of Block Two (2) in Buchanans Addition to the City of Hannibal, Marion County Missouri.

Wells Abstract Company

LETHA NELSON-AGENT

Schedule B

In reference to the property described in paragraph 3 of Schedule A of this report, we find the following matters which affect title to said property.

1. State AND County taxes for 2021 and thereafter.
2. Any Rights or Claims of parties other than vested in actual possession of any or all of the property.
3. 2021 MARION County taxes are shown as EXEMPT
Property Tax I.D. # 010.08.33.2.08.006.000