

# ***CITY OF HANNIBAL***

## ***OFFICIAL PUBLIC HEARING***

**Tuesday, January 16, 2024  
6:30 p.m.  
Council Chambers**

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

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

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

*The instructions to watch the meetings online follow:*

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

### **CALL TO ORDER**

**MIKE MCHARGUE – BUILDING INSPECTOR**  
**Re: Code Amendment- Chapter 7**

### **PUBLIC COMMENTS**

### **ADJOURNMENT**

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

**Tuesday, January 16, 2024  
Council Chambers  
7:00 p.m.**

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

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**ROLL CALL**

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**  
**Regular Scheduled Council Meeting – January 2, 2024**

**APPROVAL OF PAYROLL AND CLAIMS**  
**First Half- January 2024**

**PUBLIC COMMENTS**  
**3 Minutes/ Sign Up Required**

**JOHN LYNG- 625 GRAND AVENUE**  
**Re: Pending Lawsuit**

**MARGEE TUCKER – HANNIBAL NUTRITION CENTER**  
**Re: Service Agreement with Hannibal Nutrition Center**  
**\$18,357.00**

**BARRY LOUDERMAN – MAYOR**  
**Re: Appointment to Library Board**

Library Board  
**Jessica Gilmore – Appointment for a term to expire June 2024**

**Re: Re-Appointment to Airport Commission**

Airport Commission  
**Don Bastian– Re-Appointment for a term to expire September 2026**

**Re: Closure of Information**  
*(Resolution No. 2496-24, to follow, for approval)*

**STEPHAN FRANKE – 3<sup>RD</sup> WARD COUNCIL MEMBER**  
**Re: St. Elizabeth Hospital**

**Re: Public Safety Tax Update**

**MELISSA COGDAL – CITY CLERK**  
**Re: ICounty Agreement**  
*(Resolution No. 2495-24, to follow, for approval)*

**RYAN NEISEN – CHIEF OF FIRE**  
**Re: Approval of Surplus Property**  
**2004 Ford Excursion**

**JACOB NACKE – EMERGENCY MANAGEMENT DIRECTOR**

**Re: State Emergency Management Grant**

**\$48,563.35 – Outdoor Warning Siren**

**MIKE MCHARGUE – BUILDING INSPECTOR**

**Re: Reschedule Public Hearing**

*Fire Code- Tuesday, February 6, 2024 6:45 p.m.*

**Re: Code Amendment – Chapter 7**

*(Bill No. 24-003 to follow, for first reading)*

**BILL NO. 23-037**

**AN ORDINANCE REVISING CHAPTER 2 ADMINISTRATION,  
ARTICLE III – CITY COUNCIL, DIVISION 2. – RULES AND  
ORDER OF BUSINESS, BY ADDING A NEW SECTION 2-185  
VOTING BY THE MAYOR**

**Second & Final Reading**

**BILL NO. 23-038**

**AN ORDINANCE OF THE CITY OF HANNIBAL PROVIDING FOR  
A MEMBER WHO LEAVES THE SERVICE OF THE CITY TO  
SERVE IN THE ARMED SERVICES OF THE UNITED STATES OR  
IN ANY QUALIFYING MILITARY DEPLOYMENT TO MAKE-UP  
CONTRIBUTIONS FOLLOWING PLAN REQUIREMENTS HEREIN.**

**Second & Final Reading**

**BILL NO. 24-003**

**AN ORDINANCE AMENDING CHAPTER 7 - BUILDING AND  
BUILDING REGULATIONS, ARTICLE III - HOUSING CODE,  
OF THE REVISED ORDINANCES OF THE CITY OF  
HANNIBAL BY ADDING A NEW DIVISION 6. - DESIGN AND  
CONSTRUCTION STANDARDS FOR STANDARD  
CONSTRUCTED RESIDENTIAL HOMES**

**RESOLUTION NO. 2495-24**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT BETWEEN THE CITY OF HANNIBAL AND  
ICOUNTY FOR THE ELECTRONIC SUBMISSION OF ALL DEEDS  
THROUGH THE EPICPORTAL INCLUDING RECORDING FEES.**

**RESOLUTION NO. 2496-24**

**A RESOLUTION REGARDING THE CLOSURE OF INFORMATION  
RELATING TO EXISTING OR PROPOSED SECURITY MEASURES  
OF THE CITY OF HANNIBAL**

**CLOSED SESSION**

*In Accordance with RSMo 610.021 (1), (3), (12), (13), and (19)*

## **ADJOURNMENT**

***John Lyng  
625 Grand Avenue  
Hannibal, Missouri 63401***

***Telephone (573) 221-6921***

January 5, 2024

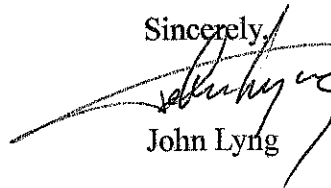
Office of City Clerk  
City Hall  
Hannibal, MO 63401

Dear Madam Clerk:

Please accept this as my request to appear before the Hannibal City Council at its regular meeting on January 16, 2024 for the purpose of discussing, in open session, my current pending suit against the city.

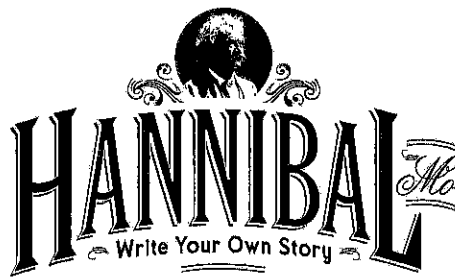
If anything further is required of me in this regard, I trust you will let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "John Lyng", with a long, sweeping horizontal stroke extending to the left.

John Lyng

JL:ps



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# MEMORANDUM

**TO:** Mayor Louderman and City Council

**FROM:** Melissa Cogdal, City Clerk

**RE:** Service Agreement with the Hannibal Nutrition Center

**Date:** January 16, 2024

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The FY-2023/2024 budget contains an appropriation of \$18,357 for the Service Agreement with the Hannibal Nutrition Center. The City Council voted on in the March 3, 2023, meeting to have documents drafted to continue the previous agreement. Those will be before you this evening.





## **CONTRACT FOR SERVICES**

### **HANNIBAL NUTRITION CENTER**

**WHEREAS**, the City of Hannibal is a municipal corporation, and is authorized to engage in activities to promote the health and welfare of its citizens, and

**WHEREAS**, the Hannibal Nutrition Center provides services to the elderly and the infirm in this community.

**NOW THEREFORE**, be it agreed by the parties that the Hannibal Nutrition Center shall provide meals for the elderly and the infirm of this community. These meals shall consist of both congregational meal settings and home delivery meals. The Hannibal Nutrition Center shall also provide senior activities, meeting space, serve as a forum for service clubs, for appropriate presentations, lectures, speaking engagements, and other community needs, as scheduling allows.

The City of Hannibal agrees to pay the Hannibal Nutrition Center the sum of \$18,357 during the current fiscal year. The Hannibal Nutrition Center shall provide yearly reports showing the numbers of meals provided.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Hannibal Nutrition Center, Director

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

Attest:

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

## MEMORANDUM

**TO: MELISSA COGDAL- CITY CLERK**

**FROM: MAYOR LOUDERMAN**

**DATE: JANUARY 11, 2024**

**SUBJECT: LIBRARY APPOINTMENT**

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Please place Jessica Gilmore on the agenda for approval to the Library Board for the remainder of Annie Dixon's term to expire June 2024.



## MEMORANDUM

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**To: Melissa Cogdal - City Clerk**

**From: Barry Louderman - Mayor**

**Re: Airport Commission**

**Date: January 4, 2024**

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Please submit Don Bastian's name to the next Council agenda for reappointment to the Airport Commission. The term will expire in September 2026.

RESOLUTION NO. 2496-24

**A RESOLUTION REGARDING THE CLOSURE OF INFORMATION RELATING TO  
EXISTING OR PROPOSED SECURITY MEASURES OF THE CITY OF HANNIBAL**

**WHEREAS**, the Council has been requested to go into closed session regarding existing or proposed security systems and structural plans of real property owned or leased by the City; and

**WHEREAS**, upon review of the matter, the council has determined that the matter should be closed pursuant to the provisions of RSMo 610.021 (19).

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

**SECTION ONE:** that the council hereby determines that the disclosure of the details of those issues would impair the City's ability to protect the security or safety of persons or real property, and that further, the public interest in nondisclosure outweighs the public interest in disclosure of the records and direct the Mayor to execute a writing stating the same.

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

ADOPTED this 18<sup>th</sup> day of January, 2024

APPROVED this 18<sup>th</sup> day of January, 2024

\_\_\_\_\_  
BARRY LOUDERMAN-MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA COGDAL- CITY CLERK

**MEMO - St Elizabeth**

**TO: Hannibal City Council**

Greetings. I am coming to Council with a suggestion on how to take steps forward to fulfill our self imposed obligation to host public meetings on the topic of St Elizabeth's hospital AND to set a tentative timeline.

At the 12.19.2023 City Council meeting we collectively took a giant step forward and set a self imposed deadline for St Elizabeth's Hospital of July 1st, 2024: if we don't have a fully funded developer in place by that date, we will commit ourselves to demolishing the property.

We also made the choice to host public meetings as needed. Now we need to discuss and tentatively decide what sort of public meetings are useful.

In my opinion, we should wait until Staff has some preliminary findings before scheduling public meetings on re-developing the lot. For example, in a hypothetical situation where we uncover an unforeseen costly problem in the research and/or RFQ/RFP process that forces us to his pause, I do not want us to have already made commitments that we cannot keep.

The conversation about development deadlines and public meetings makes the most sense when in context of a timeline for the entire project, as such, **we should begin to wrap our heads around a long term timeline.** This will make communication & planning amongst ourselves and with the public more transparent and simple. Based on conversations with Staff and Council the below timeline seems to make sense:

- Winter/Spring 2024 - Staff begins researching demolition and gives us regular updates
- Winter/Spring 2024 - Amongst ourselves we begin informal chats on redevelopment
- Spring/Summer 2024 - With our input, staff beings to seriously prepare next steps for demo
- Summer 2024 - redevelopment deadline. Schedule public meetings. Go out for RFQs, etc
- Fall 2024 - decisions on RFPs, bids, development, etc. Funding discussions
- Winter 2024/2025 - decisions on funding
- April 2025 - potential ballot initiative for funding

If I am off about any of this, please, let's work it out until we have a timeline with consensus. In the coming weeks and months, I hope staff will actively fulfill our directive to begin research and investigations into demolition. I hope Staff will have updates for us starting in February.

Thank you for your time, energy, and efforts. This has the potential to be a lot of fun, good for our community, and most importantly to make life better for those people on Magnolia and Virginia.

**FROM:**

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

1.16.2024

**MEMO**  
**Public Safety Sales Tax**

**TO: City Council**

Last fall (2023) the City of Hannibal hired Jason Zamkus to advocate on our behalf during the current session of the Missouri Legislature so that we may hopefully go to our voters asking for a half cent public safety sales tax to fully fund our Fire and Police Departments.

Per Jason, as of Tuesday, January 9th, 2024, we are in the best position we could realistically be at this point in the session. A Bill sponsored by Louis Riggs has been introduced on our behalf, as have other similar Bills for other political subdivisions.

In 4-6 weeks, either as a standalone Bill, or in conjunction with other similar efforts, we can realistically expect our language to pass the House and head over to the Senate. We do not currently know what will be going on in the Senate in 4-6 weeks so next steps can not yet be planned with any sort of reliable predictability.

Absolutely nothing is certain when it comes to the Missouri Legislature, that being said, we are in the best position we could realistically be in at this point on the calendar. Hopefully, in November 2024 we will be able to go to the voters of Hannibal to ask for a half cent sales tax that is dedicated to those who protect our Public Safety.

**FROM:**

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

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

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## MEMORANDUM

**TO:** MAYOR LOUDERMAN  
CITY COUNCIL MEMBERS

**FROM:** MELISSA COGDAL  
CITY CLERK

**DATE:** JANUARY 10, 2024

**SUBJECT:** I COUNTY AGREEMENT

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Currently the City of Hannibal paper files all deed recordings by mail. ICounty has an electronic recording portal that would allow the City to submit documents to be e-recorded. ICounty will allow the City to save time, funds, and resources by allowing recording and payment online as opposed to the current policy of additional copies, paper checks, and lost time for mail delivery. There are no fees associated with joining the portal however, there is a \$4.00 charge for each successful recording, and the City will be required to pay recording fees when uploading documents. The agreement may be terminated anytime by providing notification in writing 30 days prior.

Currently many County's are moving towards only receiving documents by e-file in the near future.

At this time, I hereby request Council approval for the Mayor to execute the Electronic Recording Agreement, Software License Agreement, and the Authorization for ACH payment agreement with ICounty (EPICPortal) for the e-recording of all documents with perspective County's.

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

RESOLUTION NO. 2495-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT BETWEEN THE CITY OF HANNIBAL AND ICOUNTY FOR  
THE ELECTRONIC SUBMISSION OF ALL DEEDS THROUGH THE  
EPICPORTAL INCLUDING RECORDING FEES.**

**WHEREAS**, the City of Hannibal has selected to electronically submit deeds for recording to the appropriate county, and

**WHEREAS**, the Accounts, Records, and Payroll Department is responsible for recording all City of Hannibal deeds with the prospective County, and

**WHEREAS**, all recording fees are payable at the time of recording, and

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

**SECTION ONE:** That the Mayor is hereby authorized to execute the attached Electronic Recording Agreement between ICounty and the City of Hannibal for the recording of deeds and fees between the City of Hannibal and all eligible County's.

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

**ADOPTED THIS \_\_\_ DAY OF 20\_\_.**

**APPROVED THIS \_\_\_ DAY OF 20\_\_.**

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

**ATTEST: \_**

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



## ORIGINATOR DIRECT SUBMISSION ELECTRONIC RECORDING AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Originator"), with offices located at \_\_\_\_\_ and iCounty Technologies LLC ("iCounty"), with offices at 1700 SW US Hwy 40 Eastbound, Suite 102, Blue Springs, Missouri 64015.

WHEREAS, iCounty has developed an electronic recording portal, iCounty EPICPortal (**EPICPortal**), to electronically receive and process documents from eligible submitting organizations to enable participating Counties to electronically record (eRecord) received documents directly within the **EPICPortal** or via transmission from the **EPICPortal** to the county's electronic recording system provider; and,

WHEREAS, Originator desires to electronically submit real property and other specified documents for Electronic Recordation in substitution for conventional paper based document; recording

NOW THEREFORE, In consideration of the mutual promises hereinafter contained, the parties hereby agree as follows:

### 1. Glossary of Terms:

**1.1 Electronic Recording.** For purposes of this Agreement, "Electronic Recording" shall mean the process of electronic submission and delivery of documents from Participating Originators to County, via the **EPICPortal**, the electronic recordation of these documents, and the electronically based receipt of confirmation of recording from County to, or within, the **EPICPortal**.

**1.2 Participating County.** For purposes of this Agreement, "Participating County" shall mean a County government recording agency that has a contract whereby the iCounty' **EPICPortal** is used to allow the electronic delivery of documents for specified purposes.

**1.3 User Agreement.** For purposes of this Agreement, "User Agreement" shall mean the agreement attached hereto as Exhibit 2, which iCounty may modify from time to time, that sets out the terms of usage when accessing the icounty.com website for all electronic recording purposes.

### 2. iCounty Electronic Recordation.

2.1 iCounty will provide its Electronic Submission Client ("EPICSubmit" application to Originator, which will enable Originator to:

- a. Submit electronic documents to the **EPICPortal** for Electronic Recording by a participating County.
- b. Receive notification of the recordation status of submitted documents.
- c. Print or download the successfully eRecorded documents.

### 3. Recording Fees

- 3.1 If required, Originator must have a completed agreement with each Participating County to which they desire to electronically submit documents for Electronic Recording. Recording fees will be paid via ACH transfers initiated by iCounty or a direct payment method, provided that any payment method must be mutually agreed upon in writing between the Originator, iCounty and Participating County.
- 3.2 Originator acknowledges that it remains solely responsible for payment of all such fees.
- 3.3 Originator shall execute Exhibit 1 to this Agreement authorizing iCounty to initiate debit entries to Originator's designated account, on a daily basis, for all successfully Electronically Recorded documents in the amount of the actual recording fee(s) as established by law and determined by the Participating County.

#### **4. Retrieval of Electronically Recorded or Rejected Documents**

Documents that have been successfully recorded by a Participating County, as well as rejected documents, will be available for retrieval from the **EPICPortal**. It shall be solely the Originator's responsibility to query the **EPICPortal** to retrieve any documents.

- 4.1 Documents that have been successfully recorded by a Participating County will include the document image and County recordation, as well as the Participating County's recording fee and the fee charged by iCounty under section 5 of this Agreement.
- 4.2 Documents rejected by the Participating County will include the Participating County's description of the reason(s) for rejection.

#### **5. iCounty' Fees and Payment**

##### **5.1 Portal Current Fee Structure**

iCounty will charge Originator a "Portal Fee" (this fee is subject to change after a 60 day prior notice from iCounty to Originator) for each document submitted and successfully Electronically Recorded through the EPICPortal. Current Portal Fee is FOUR AND 00/100 DOLLARS (\$4.00) per successfully recorded document.

##### **5.2 Portal Fee Payment Procedure.**

- 5.2.1 Originator shall pay all Portal Fees to iCounty via ACH transfer.
- 5.2.2 Originator shall execute Exhibit 1 to this Agreement authorizing iCounty to initiate debit entries to Originator's designated account, on a daily basis, for the Portal Fees.
- 5.2.3 Portal and Recording fees will be aggregated resulting in a single debit to Originators account for each recording day.

#### **6. Originator Responsibilities and Obligations**

- 6.1 Originator shall ensure that it implements proper security measures and credentials to protect against the unauthorized access and use of the **EPICPortal** by any of Originator's agents or representatives.
- 6.2 Originator assumes any and all responsibility for the form and content of documents submitted for Electronic Recording and shall be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission for errors, omissions, scanning defects, illegible areas, and other deformities that would impact the validity of the document.
- 6.3 Originator acknowledges that Electronic Recording permits it to prepare, sign and transmit in electronic formats documents and business records and that the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, Originator intends to be, and shall be to the extent of applicable law, bound by those recorded documents for all purposes as fully as if paper versions of the documents had been manually signed and submitted. A document cannot be cancelled once it is submitted to the Participating County.
- 6.4 The Originator represents and warrants the accuracy and completeness of any and all documents submitted for Electronic Recording and, where appropriate, that the electronic documents presented for Electronic Recording were scanned from originals. . Originator shall defend, indemnify and hold harmless iCounty and the Participating County from any loss, costs or damages of any kind, should any dispute or legal action arise concerning an Electronic Recording.
- 6.5 Originator is solely responsible for any and all costs associated with Electronic Recording.
- 6.6 Originator shall protect the integrity and accuracy of the Electronic Recording process through ongoing monitoring of documents submitted and recorded through the **EPICPortal**.

- 6.7 Originator shall provide iCounty with following information for its Administrative and/or Technical contact personnel: name, phone number, fax number, mailing address, and email address.

## **7. iCounty Responsibilities**

- 7.1 iCounty is responsible for providing, supporting, and maintaining the **EPICPortal** so as to allow for the Electronic Recording provided for in this Agreement.
- 7.2 iCounty shall pass documents received from Originator to the Participating County without content modification.
- 7.3 iCounty will maintain an audit trail of all electronic document activity. The audit trail will contain, at a minimum, Originator identification, submitted content at point of receipt from the Originator, submitted content at point of submission to the Participating County, dates and times of key steps in the workflow, recording fees received from Originator and forwarded to Participating County via ACH and any errors encountered in the ACH process. iCounty will make the audit trail available to Originator and/or the Participating County, at their respective reasonable requests.
- 7.4 iCounty recognizes that electronically recorded document images are the property of the document originator and/or the recording county. Except as may be required by lawful court order, iCounty will not sell or transfer any document images that pass through, or remain in, our control to any third party. In addition, iCounty will treat customer banking information provided to iCounty for ACH purposes on Exhibit 1 of this agreement as confidential information.
- 7.5 iCounty will work in good faith with Originator and County to resolve any issues encountered in the Electronic Recording process that are within the scope of iCounty' systems and software.

## **8. Miscellaneous.**

### **8.1 Governing Laws**

The laws of the State of Missouri shall govern this Agreement, without regard to its conflicts of laws principles. Any suit or action brought by either party arising out of this Agreement shall be resolved exclusively in a court of competent jurisdiction within the State of Missouri.

### **8.2 Disclaimer of Warranties; Limitation of Liability**

To the maximum extent permitted by applicable law, iCounty services under this Agreement are provided "AS IS" AND WITH ALL FAULTS. iCounty hereby disclaims any and all warranties and conditions, either express, implied or statutory, including, but not limited to, any implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort. To the maximum extent permitted by applicable law, in no event shall iCounty be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or in any way related to its performance under or in connection with this Agreement, even in the event of the fault, tort (including negligence), strict liability breach of contract or breach of warranty. Originator agrees that iCounty' liability for damages, if any, shall not exceed the charges paid to iCounty by the Originator under this Agreement. It is expressly understood that iCounty is providing a transmission service to enable the recordation of "electronic original" documents and does not guarantee the legality of Electronic Recording of documents.

### **8.3 Indemnification**

Originator shall indemnify, defend, save, and hold harmless iCounty from and against all damages, losses, costs, and expenses (including actual legal fees and disbursements), fines and liabilities incurred by or awarded, asserted, or claimed against iCounty in connection with Originator's activities under this Agreement including claims brought by a person using or

relying upon any advice given or publication produced or distributed by Originator. ICounty shall indemnify, hold harmless and defend Originator from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, for or by reason of any actual or alleged infringement of any United State's patent, copyright, or any actual or alleged trade secret disclosure, arising from or related to the operation and utilization of ICounty' EPICPORTAL in connection with this Agreement.

#### **8.4 Scope of Agreement**

This Agreement sets forth the entire agreement and understanding of the parties hereto, and, effective on the commencement date thereof, supersedes all prior agreements, arrangements, and understandings. No representation, promise, or inducement has been made by either party that is not embodied in this Agreement.

#### **8.5 Severability**

If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

#### **8.6 Amendments and Waivers**

This Agreement may be amended, and any of its terms may be waived only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time(s) to require performance of any provision hereof or the waiver of such performance shall in no manner affect such party's right at a later time to enforce the same or any other provision.

#### **8.7 Force Majeure**

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of god, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures of delay in transportation of communications, or any failure to act by the other party or such other party's employees, agents or contractor; provided, however that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

#### **8.8 Termination**

Either party may terminate this Agreement for any reason by providing 30 days written notice of termination.

#### **8.9 Evolution of Electronic Recording Technology**

The parties acknowledge that the Electronic Recording process is an emerging technology and that state and national standards will continue to evolve. The parties agree to meet to discuss changes and additions to this Agreement as may be necessary from time to time.

Each party acknowledges it has read and understands this Agreement and agrees to be bound by its terms.

#### **Agreed and Accepted:**

**ICounty Technologies LLC**

**Originator**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SOFTWARE LICENSE AGREEMENT

**1. GRANT OF LICENSE.** iCounty grants to \_\_\_\_\_ (Originator) and Originator accepts a non-exclusive, non-transferable license for any number of users to use the iCounty EpicSubmit Electronic Recording System ("Software") at Originator's address according to the terms of this Agreement. The purpose of this license is to permit the use of the Software to submit documents to the EPICPortal, as further set forth in the **Originator Direct Submission Electronic Recording Agreement by and between iCounty and Originator (the "Electronic Recording Agreement")**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Electronic Recording Agreement.

**2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

- a. **Rental.** Originator may not sell, rent, or sublicense the Software to any third party.
- b. **Reverse Engineer.** Originator shall not reverse engineer, decode, copy or replicate all or any part of the Software.
- c. **Termination.** iCounty may terminate this Software License Agreement at any time upon written notice to Originator if Originator fails to comply with any of the terms and conditions of this Agreement or the Electronic Recording Agreement. This Agreement shall terminate automatically in the event that the Electronic Recording Agreement is terminated. In the event of termination of this Agreement, Originator shall return to iCounty any and all copies of the Software and shall certify in writing to iCounty within 30 days after termination that it has deleted any and all copies of the Software from its computer systems.

**3. COPYRIGHT.** The Software is protected by copyright and other intellectual property laws and treaties. iCounty (or its suppliers) own all rights, title, copyright, and other intellectual property rights in the Software. **The iCounty Electronic Recording System is licensed to Originator, not sold.**

**4. DISCLAIMER OF WARRANTIES.** To the maximum extent permitted by applicable law, iCounty and its suppliers provide the Software and any (if any) support services related to the Software ("Support Services") AS IS AND WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the Software, and the provision of or failure to provide Support Services.

ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE ICOUNTY SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE ICOUNTY SOFTWARE AND SUPPORT SERVICES, IF ANY, REMAINS WITH ORIGINATOR.

**5. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** To the maximum extent permitted by applicable law, in no event shall iCounty be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or in any way related to the use of or inability to use the iCounty Software, the provision of or failure to provide Support Services, or otherwise under or in connection with any provision of Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of iCounty or any supplier, and even if iCounty or any supplier has been advised of the possibility of such damages.

Each party acknowledges it has read and understands this Software License Agreement and agrees to be bound by its terms.

**AGREED:**

**iCounty:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Lisa Norris

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
iCounty Technologies, LLC

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
Office Manager

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**ORIGINATOR:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**Exhibit 1**  
**Authorization Agreement for Direct Debits**  
**(ACH DEBITS)**

\_\_\_\_\_  
Originator

\_\_\_\_\_  
Originator ID (TAX ID or SSN)

I (We) hereby authorize iCounty Technologies LLC, herein after called COMPANY, to Initiate DEBIT entries and/or correction entries to our ☐ CHECKING ☐ SAVINGS account (select one) indicated below at the depository named below, herein after called DEPOSITORY for Recording Fees ☐ and/or EPICPortal Fees ☐.

\_\_\_\_\_  
Depository Name

\_\_\_\_\_  
Branch

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Bank Transit / ABA Number

\_\_\_\_\_  
Account Number

**Please attach a VOIDED check from the above named account to this authorization form.**

This authorization is to remain in full force until COMPANY has received written notification from me (or either or us) of its termination in such manner as to afford COMPANY and DEPOSITORY reasonable opportunity to act upon it.

\_\_\_\_\_  
NAME(S)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

***\*To be retained in Company File until termination\****  
***03/2006***

**Exhibit 2**  
**iCounty Technologies, LLC**  
**icounty.com EPIC Portal User Agreement**

**USER AGREEMENT**

**PLEASE READ THIS USER AGREEMENT AND THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.** Your use of this site is expressly conditioned on your acceptance of the following terms and conditions. By using this site, you signify your assent to these terms and conditions. If you do not agree with any part of the following terms and conditions, you must not use this site.

- 1. OWNERSHIP.** The icounty.com website ("Site") and each of its modules, together with the arrangement and compilation of the content found on the Site, is the property of iCounty Technologies, LLC. In addition, the trademarks, logos and service marks displayed on the Site (collectively, the "Trademarks") are registered and common law Trademarks of iCounty, its affiliates, and various third parties. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license right to use any of the Trademarks without the written permission of iCounty, or such other party that may own the Trademarks.
- 2. USE OF SITE.** iCounty grants you a limited, non-transferable license to use the Site in accordance with the terms and conditions of this User Agreement and the Electronic Recording Agreement. You may only use the Site to electronically submit, record, transmit, receive, and process documents and shall not use the Site for any other purposes, including without limitation, to make any speculative, false or fraudulent submission. The Site and the content provided in the Site, including the text, graphics, button icons, audio and video clips, digital downloads, data compilations and software, may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of iCounty, except that you may download, display and print the materials presented on the Site as allowed by agreement with iCounty. You may not use any "robot," "spider" or other automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on the Site, in any case without the prior written permission of iCounty. You agree that you will not transmit or otherwise transfer any Web pages, data or content found on the Site to any other computer, server, Web site, or other medium for mass distribution or for use in any commercial enterprise. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes a burden or load on our infrastructure that iCounty deems in its sole discretion to be unreasonable or disproportionate of the benefits iCounty obtains from your use of the Site. Unauthorized use of the Site and/or the materials contained on the Site may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials, and you must not alter, obscure or obliterate any of such notices. The use of such materials on any other Web site or in any environment of networked computers is prohibited. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. In addition, you are prohibited from posting or transmitting any information which (a) infringes the rights of others or violates their privacy or publicity rights, (b) is protected by a copyright, trademark or other proprietary right, unless with the express written permission of the owner of such right, (c) contains a virus, bug or other harmful item, or (d) is used to unlawfully collude against another person in restraint of trade or competition. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of the Site.
- 3. AGE AND RESPONSIBILITY.** If you use the Site, you are responsible for maintaining the confidentiality of your account information and your password. You agree to accept responsibility for all activities that occur under your account or password. You represent that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability you may incur as a result of the use of the Site. You understand that you are financially responsible for all uses of the Site by you and those using your login information.



**4. REVIEW OF TRANSMISSIONS.** iCounty may, from time to time monitor and review any information transmitted or received through the Site and reserves the right to censor, edit, remove or prohibit the transmission or receipt of any information that iCounty deems inappropriate or in violation of these terms and conditions. During monitoring, the information may be examined recorded or copied, and your use of the Site constitutes your consent to such monitoring and review. You agree that if you submit suggestions, ideas, comments or questions or post any other information on the Site, you grant iCounty a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content in any form, media or technology.

**5. EXCLUSION OF WARRANTY.** iCOUNTY MAKES NO WARRANTY OF ANY KIND REGARDING THE SITE AND/OR ANY MATERIALS PROVIDED ON THE SITE, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. iCOUNTY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE CONTENT OR DATA FOUND ON THE SITE AND SUCH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. iCOUNTY DOES NOT WARRANT THAT THE SITE, ITS SERVERS OR ANY E-MAIL SENT FROM iCOUNTY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS WHICH VARY FROM STATE TO STATE.

**6. LIMITATION OF LIABILITY.** iCOUNTY ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECTION YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SITE. IN NO EVENT SHALL iCOUNTY BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (I) ANY USE OF THE SITE OR CONTENT FOUND HEREIN, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THE SITE FOR PROCESSING RECORDING OF SUBMITTING DOCUMENTS), OR (III) THE PERFORMANCE OR NON PERFORMANCE BY iCOUNTY, INCLUDING, BUT NOT LIMITED TO, NON PERFORMANCE RESULTING FROM BANKRUPTCY, REORGANIZATION, INSOLVENCY, DISSOLUTION OR LIQUIDATION EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY.

If, notwithstanding the foregoing, iCounty should be found liable for any loss or damage which arises out of or is in any way connection with any of the above described functions or uses of the Site or its content, the liability of iCounty shall in no event exceed, in the aggregate, the greater of (a) the Recording fee and service charge for accessing the Site, or (b) US\$100.00. In its sole discretion, in addition to any other rights or remedies available to iCounty and without any liability whatsoever, iCounty at any time and without notice may terminate or restrict your access to any component of the Site. Some states do not allow limitation of liability, so the foregoing limitation may not apply to you.

**7. INDEMNIFICATION.** You shall defend and indemnify iCounty and its officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of the Site.

**8. RELATIONSHIP.** The relationship between iCounty and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

**9. GOVERNING LAW.** This Agreement and its performance shall be governed by the laws of the state of Missouri, United States of America, without regard to its conflict of laws provisions. You consent and

submit to the exclusive jurisdiction of the state and federal courts located in the state of Missouri, United States of America, in all questions and controversies arising out of your use of the Site and this Agreement. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your access or use of the Site must be brought within two (2) years from the date on which such claim or action arose or accrued.

**10. ATTORNEY'S FEES.** If iCounty takes any action to enforce this User Agreement and these terms and conditions, such parties will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees and any cost of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

**11. INJUNCTIVE RELIEF.** You acknowledge that a violation or attempted violation of any of this User Agreement and these terms and conditions will cause such damage to iCounty as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that iCounty shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by You, or Your affiliates, partners, or agents, as well as recover from You any and all costs and expenses sustained or incurred by iCounty in obtaining such an injunction, including, without limitation, reasonable attorney's fees. You agree that no bond or other security shall be required in connection with such injunction.

**12. TERMINATION.** iCounty may terminate this User Agreement and these terms and conditions and/or the provision of any of the services at any time for any reason, including any improper use of the Site or your failure to comply with these terms and conditions. Such termination shall not affect any right to relief to which iCounty may be entitled, at law or in equity. Upon termination of this User Agreement and these terms and conditions, all rights granted to you will terminate and revert to iCounty, as applicable.

**13. ASSIGNMENT.** You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

**14. MODIFICATION.** iCounty may at any time modify these terms and conditions and your continued use of the Site will be conditioned upon the terms and conditions in force at the time of your use.

**15. ADDITIONAL TERMS.** Additional terms and conditions may apply to submission, deliver, or processing of these election documents, and other uses of portions of the Site, and you agree to abide by such other terms and conditions.

**16. SEVERABILITY.** These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

**17. HEADINGS.** The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

**18. ENTIRE AGREEMENT.** This User Agreement, together with any terms and conditions of any Electronic Recording Agreement entered into between you and iCounty or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on the Site.

## Service Information Sheet

Please complete Originator contact information below and return this sheet with the executed agreement.

### 1. Hours of Operation

- 1.1 Excluding legal holidays iCounty will be open for business (taking phone calls, providing technical assistance, etc.) Monday through Friday, 8:00 am to 5:00 P.M., Central Time.
- 1.2 Documents may be submitted to the EPICPortal for processing 24/7. However, submitted documents will only be recorded on those days and hours established by the appropriate County Recording Office. Documents will not be processed on County holidays, weekends, etc., or in the event of network or equipment failure. This includes other closings ordered or authorized by the appropriate County.

### 2. Contacts

All parties shall provide an Administrative Contact (an individual familiar with the process of executing and filing documents) and a Technical Contact (an individual familiar with the iCounty computing environment and capable of resolving or reporting any technical issues):

#### 2.1 iCounty

##### 2.1.1 Administrative Contact:

Name	Lisa Norris
Phone Number	816-295-1540
Fax Number	
Mailing Address	1700 SW US Hwy 40 Eastbound, Ste 102 Blue Springs, MO 64015
Email Address	<a href="mailto:lisa.norris@iCounty.com">lisa.norris@iCounty.com</a>
Other Contact Number(s)	

##### 2.1.2 Technical Contact:

Name	David Mudd
Phone Number	816-295-1540
Fax Number	816-295-1541
Mailing Address	1700 SW US Hwy 40 Eastbound, Ste 102 Blue Springs, MO 64015
Email Address	<a href="mailto:dave.mudd@icounty.com">dave.mudd@icounty.com</a>
Other Contact Number(s)	816-213-6833 (Mobile)

#### 2.2 Originator

##### 2.2.1 Administrative Contact:

Name	
Phone Number	
Fax Number	
Mailing Address	
Email Address	
Other Contact Number(s)	

##### 2.2.2 Technical Contact:

Name	
Phone Number	
Fax Number	
Mailing Address	
Email Address	
Other Contact Number(s)	



# Hannibal Fire Department

Office of Fire Chief Ryan Neisen

2333 Palmyra Road ○ Hannibal, MO 63401

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

## MEMORANDUM

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**Date:** January 16th, 2024

**To:** Mayor, City Manager and Council Members

**From:** Ryan Neisen, Fire Chief

**Subject:** Surplus Property

**CC:**

---

The Hannibal Fire Department would like to surplus the following property:

- 2004 Ford Excursion – 142,xxx miles

This vehicle was purchased by the Department of Public Safety/Office of Homeland Security in 2004. It has recently broken down on us with major engine and front-end suspension repairs needed. It is estimated that the cost of the repairs will exceed the current value of the vehicle. If the vehicle sells for more than \$5,000, we would be required to give the money back to the DPS/OHS.

We will be using Purple Wave Online Auction Company. Purple Wave handles all the marketing for the items. Purple Wave Auctions come to our location to take pictures and list the items online. A typical auction runs approximately one month. The buyer pays a 10% buyer's premium and is responsible to pick the items up from us.



## **Hannibal Emergency Management**

**Jacob Nacke, Director**

3302 Arapaho St.  
Hannibal, MO 63401

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

01/11/2024


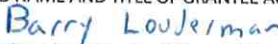
Dear Mayor and Members of Council,

In December I was made aware of a mini-grant which was completely funded by FEMA for up to \$50,000 with no match. I was able to apply for a new outdoor warning siren to replace the current siren on Center Street at 5<sup>th</sup>. The new siren would have the capabilities to broadcast emergency voice messages along with normal tones. This could be used in the event of a potential levee failure to alert those who may be within a flood area.

I am still awaiting some approval from FEMA, however I have been given the subaward agreement and am seeking the mayor's signature to proceed.

A handwritten signature in blue ink, appearing to read "Jacob Nacke".

Jacob Nacke  
Director  
Hannibal Emergency Management

 State Emergency Management Agency 2302 Militia Drive P.O. Box 116 Jefferson City, MO 65102 Phone: (573) 526-9100 Fax: (573) 634-7966		<b>SUBRECIPIENT AWARD</b>	
		DATE December 28, 2023	
		Award Number EMK-2022-EP-0004-SL06	Amendment No. N/A
GRANTEE NAME Hannibal, City of, Emergency Management Agency		GRANTEE VENDOR NUMBER 43-6001552	
GRANTEE ADDRESS 3302 Araphao, Hannibal, MO 63401		ISSUING AGENCY MO State Emergency Management Agency PO Box 116 Jefferson City, MO 65102	
<b>GRANT INFORMATION</b>			
PROJECT TITLE FY 2022 Emergency Management Performance Grant		FEDERAL AWARDING AGENCY Federal Emergency Management Agency	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO 97.042		PERFORMANCE PERIOD FROM: 12/28/2023 TO: 06/30/2024	
FEDERAL AWARD AMOUNT		\$48,563.35	
LOCAL COST SHARE		\$0.00	
TOTAL AWARD AMOUNT		\$48,563.35	
<b>CONTACT INFORMATION</b>			
<b>EMPG GRANT SPECIALIST</b>		<b>GRANTEE PROJECT DIRECTOR</b>	
NAME Krystal Barnes		NAME Jacob Nacke, EMD	
E-MAIL ADDRESS Krystal.Barnes@sema.dps.mo.gov		E-MAIL ADDRESS jnacke@hannibalpd.com	
TELEPHONE (573) 526-9256		TELEPHONE 573221-0987	
SUMMARY DESCRIPTION OF PROJECT  The purpose of the EMPG Program is to make grants to locals in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. This award is not for Research and Development. There is no indirect cost rate for this award.			
TYPED NAME AND TITLE OF OHS OFFICIAL  James Remillard, Director		TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL   <del>Michael Dobson, Mayor Pro Tem</del>	
SIGNATURE OF APPROVING OHS OFFICIAL	DATE	SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL	DATE
<b>THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT, THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIFIC CONDITIONS.</b>			

## SPECIFIC CONDITIONS

DATE  
December 28, 2023

AWARD NUMBER  
EMK-2022-EP-0004-SL06

### **Article I - Acknowledgement of Federal Funding from DHS**

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

### **Article II - Activities Conducted Abroad**

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **Article III - Age Discrimination Act of 1975**

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

### **Article IV - Americans with Disabilities Act of 1990**

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

### **Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All subrecipients who collect PII are required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

### **Article VI- Civil Rights Act of 1964**

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.



## **Article VII - Civil Rights Act of 1968**

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

## **Article VIII – Copyright**

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

## **Article IX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

## **Article X - Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Article XI - Drug-Free Workplace Regulations**

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

## **Article XII - Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

## **Article XIII - Energy Policy and Conservation Act**

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.



#### **Article XIV - False Claims Act and Program Fraud Civil Remedies**

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article XV – Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, Item number 17 for additional information and guidance.

#### **Article XVI - Fly America Act of 1974**

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XVII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

#### **Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

#### **Article XIX - Lobbying Prohibitions**

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XX - Non-supplanting Requirement**

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

#### **Article XXI - Patents and Intellectual Property Rights**

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

#### **Article XXII - Procurement of Recovered Materials**

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXIII - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair

of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Article XXIV – SAFECOM**

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXV - Terrorist Financing E.O. 13224**

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

#### **Article XXVI - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

#### **Article XXVII - Trafficking Victims Protection Act of 2000**

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

#### **Article XXVIII - Rehabilitation Act of 1973**

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article XXIX - USA Patriot Act of 2001**

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

#### **Article XXX - Use of DHS Seal, Logo, and Flags**

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XXXI - Whistleblower Protection Act**

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

#### **Article XXXII - SEMA Specific Acknowledgements and Assurances**

All subrecipients must acknowledge and agree to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
2. Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

#### **Article XXXIII- Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. §200.313.

#### **Article XXXIV - Prior Approval for Modification of Approved Budget**

Before making any change to the SEMA approved budget for this award, you must request prior written approval from SEMA by requesting a Subaward Adjustment.

#### **Article XXXV - Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the 2020 Notice of Funding Opportunity and the Missouri 2020 EMPG Program Manual.

#### **Article XXXVI – Federal Leadership on Reducing Text Messaging while Driving**

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XXXVII – National Environmental Policy Act**

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statute, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXXIX – Acceptance of Post Award Changes**

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

**Article XXXX – Universal Identifier and System of Award Management**

Unless the recipient is exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of their information in the System for Award Management (SAM) until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

**Article XXXXI – Other Specific Conditions**

1. All purchases made under this award must be received and paid for by June 30, 2024.
2. All supporting documentation for reimbursement must be submitted to SEMA by July 31, 2024.
3. Agency will provide SEMA a copy of the local procurement policies or indicate county/city follows State procurement policies.



**To: Planning & Zoning Commissioners and City Council**

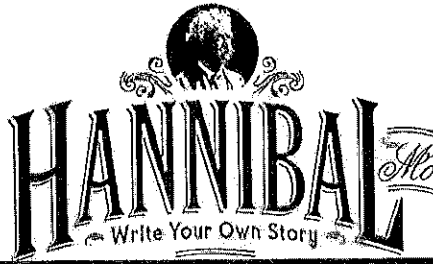
**From: Mike McHargue - Building Inspector**

**Re: Fire Code**

**Date: January 3, 2024**

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Planning and Zoning Commission held their public hearing on December 21, 2023. This is to request that the Public Hearing be rescheduled to February 7, 2023 at 6:45 P.M. in the City Council Chambers.



**To: Planning & Zoning Commissioners and City Council**

**From: Mike McHargue – Building Inspector**

**Re: Code Amendment – Chapter 7**

**Date: January 3, 2024**

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Planning and Zoning Commission held their public hearing on December 21, 2023, with Council holding their public hearing on Tuesday, January 16, 2024. This is to amend Chapter 7.





**BILL NO. 24-003**

**ORDINANCE NO.**

**FIRST READING:**

**SECOND READING:**

**AN ORDINANCE AMENDING CHAPTER 7- BUILDING AND BUILDING  
REGULATIONS, ARTICLE III - HOUSING CODE, OF THE REVISED  
ORDINANCES OF THE CITY OF HANNIBAL BY ADDING A NEW DIVISION 6.  
- DESIGN AND CONSTRUCTION STANDARDS FOR STANDARD  
CONSTRUCTED RESIDENTIAL HOMES**

Be it Ordained by the City Council of the City of Hannibal:

**Section 1.** WHEREAS, questions have arisen regarding appropriate design and construction standards for standard constructed residential homes.

AND WHEREAS, the city Engineer has reviewed the matter and has submitted a proposed new Division 6, including Section 7-181 regarding homes placed within the A & B zones of the zoning code of the City of Hannibal, in order to clarify the requirements and attempt to eliminate future conflict regarding these requirements;

AND WHEREAS, the Planning and Zoning Commission has reviewed the matter and the proposed revisions, have determined that the revisions are in the best interests of the City of Hannibal, and by the required majority vote approved the proposed revisions for referral and review by the City Council;

AND WHEREAS, the City Council has further reviewed the matter and the proposed revisions as well as the recommendation of the Planning and Zoning Commission and have determined that the revisions are appropriate and in the best interests of the City of Hannibal

NOW THEREFORE, the City Council hereby revises Chapter 7 as follows:

**Section 2.** That a new DIVISION 6. - DESIGN AND CONSTRUCTION STANDARDS FOR STANDARD CONSTRUCTED RESIDENTIAL HOMES is hereby enacted.

**Section 3.** That a new section 7-181 is hereby enacted as follows:

- **Sec. 7-181. - Homes placed within A and B zones.**

The following items shall apply to constructed homes (not mobile, manufactured, or modular homes) placed within A and B zones:

(1) Homes in A and B zones shall be placed on a permanent foundation that provides for vertical loads, uplift, and lateral forces in compliance with the city building code for residential structures. The foundation must either be a slab or contain solid perimeter walls in all installations in which the finished floor is more than six inches above the finished grade at any point. All foundations shall have proper vents one square foot per each 200 square feet or fraction thereof of floorspace. A service opening of not less than two feet by two feet with a proper closure shall be provided, preferably in the area of the water and sewer connections. In zones A and B, homes shall be placed on continuously poured foundations, or poured concrete walls, with required ventilation and access, around the perimeter.

(2) At least 40 percent of the roof must be double-pitched, at least three in 12 or greater, and covered with material that is residential in appearance, including, but not limited to, approved wood, asphalt composition or fiberglass shingles, and residential metal roofs. Except for permitted decks, all roof structures shall provide an eave projection of no less than six inches and no greater than 30 inches.

(3) Exterior siding shall be made of nonreflective and nonmetallic materials, cannot have a high-gloss finish, and must be residential in appearance, including, but not limited to, wood or masonite lap or vertical groove siding, simulated lap siding, such as conventional vinyl or metal siding, wood shingles, shakes, stucco, brick, stone similar materials, or any combination of these materials, but excluding smooth, rubbed or corrugated metal or plastic panels. The exterior siding material shall extend to the top of the poured concrete foundation.

(4) The home must be at least 22 feet in width.

(5) Floor area of the unit, exclusive of garages, carports, porches, or decks, must be at least 1,000 square feet. For duplexes, a minimum of 800 SF per side of the duplex shall be provided.

(6) If a garage or carport is installed, the exterior covering and roofing material of the garage or carport must be the same as that of the dwelling unit.

(7) The residential home construction shall meet the requirements of the current version of the city code.

(Code 1988, § 7-116; Ord. No. 3992, § 2, 11-19-1996)

**Section 4.** All ordinances and parts of ordinances in conflict with this ordinance, in so far as they conflict, are hereby repealed.

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Attest:

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