

City of Hannibal

OFFICIAL COUNCIL AGENDA

**Tuesday, December 17, 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:

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 – December 3, 2024

Closed Session Minutes – May 7, 2024

Closed Session Minutes – May 21, 2024

Closed Session Minutes – June 4, 2024

Closed Session Minutes – July 16, 2024

Closed Session Minutes – August 6, 2024

Closed Session Minutes – August 20, 2024

Closed Session Minutes – September 3, 2024

Closed Session Minutes – September 17, 2024

Closed Session Minutes – October 15, 2024

**APPROVAL OF PAYROLL AND CLAIMS
First Half – December 2024**

SUSAN JOHNSON – HANNIBAL PUBLIC SCHOOLS
Re: Council update - Eugene Field School

AMANDA SCHULT – WILLIAMS KEEPERS
Re: FY2024 City of Hannibal Audit Presentation

PUBLIC COMMENTS
3 Minutes/ Sign Up Required

JAMES LEMON –CITY ATTORNEY
Re: Approval of Settlement Agreement

BARRY LOUDERMAN –MAYOR
Re: Approval of Re-Appointment

Hannibal Municipal Assistance Corporation

Jon Obermann – re-appointment for a term to expire June 2025

Jason Krigbaum – re-appointment for a term to expire June 2026

Kathy Davis – re-appointment for a term to expire June 2026

Police & Fire Pension Board

Pat Benson – re-appointment for a term to expire December 2027

Re: Recommendation of Removal from Board

Hannibal Housing Authority - Kyra Belcher

Re: Potential Changes to Charter Section 11

***Proposition 3 -Section 11.10 – 60-day notice of salary increases
(Bill No.24-031, to follow, for first reading)***

***Proposition 1 - Section 11.11 – 60 Day Notice of Budget
(Bill No.24-032, to follow, for first reading)***

***Proposition 2 – Section 11.07 – 60 Day Notice of Rate Increases
(Bill No.24-033, to follow, for first reading)***

***Proposition 4 – Section 11.03 – Required Votes to Remove Board Members
(Bill No.24-034, to follow, for first reading)***

***Proposition 5 – Chapter 11- New Section – Oversight by City Council
(Bill No.24-035, to follow, for first reading)***

ANDY DORIAN – DIRECTOR, CENTRAL SERVICES

Re: Approval of-Appointment

Park Board

Kristy Trevathan – appointment for a term to expire July 2027

MATTHEW MUNZLINGER – BOPW DIRECTOR OF OPERATIONS

Re: Southside Water Tank – Lease Agreement

TRISHA OCHELTREE – TOURISM DIRECTOR

Re: Approval of Grant Application

BILL NO. 24-027

AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO AMEND SECTION 9.13(a)(6) TO ALLOW THE CITY TO UTILIZE NATIONAL BIDDING PROCEDURES IN ADDITION TO THE STATE OF MISSOURI COOPERATIVE BIDDING PROCEDURES

Second & Final Reading

BILL NO. 24-028

AN ORDINANCE OF THE CITY OF HANNIBAL PROVIDING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD, TUESDAY, APRIL 8, 2025, FOR THE PURPOSE OF ELECTING A MUNICIPAL JUDGE.

Second & Final Reading

BILL NO. 24-029

AN ORDINANCE OF THE CITY OF HANNIBAL PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD, TUESDAY, APRIL 8, 2025, FOR THE PURPOSE OF ELECTING A MAYOR & COUNCIL MEMBERS OF THE SECOND AND FOURTH WARDS

Second & Final Reading

BILL NO. 24-030

AN ORDINANCE OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A \$4,381 MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT BETWEEN THE CITY OF HANNIBAL AND THE MISSOURI HIGHWAYS COMMISSION FOR FUNDING FOR TERMINAL RENOVATIONS AND DRAINAGE REPAIRS AT THE HANNIBAL REGIONAL AIRPORT.

Second & Final Reading

BILL NO. 24-031

AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE COUNCIL OF SALARY INCREASES TO THE EMPLOYEES OF THE BOARD OF PUBLIC WORKS

First Reading

BILL NO. 24-032

AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE

**COUNCIL OF THE PROPOSED BUDGET OF THE BOARD OF
PUBLIC WORKS**

First Reading

BILL NO. 24-033

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL
VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF
THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE
COUNCIL OF PROPOSED UTILITY RATE INCREASES BY THE
BOARD OF PUBLIC WORKS**

First Reading

BILL NO. 24-034

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL
VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF
THE CITY OF HANNIBAL TO CHANGE THE NUMBER OF
AFFIRMATIVE VOTES REQUIRED TO REMOVE A MEMBER OF
THE BOARD OF PUBLIC WORKS**

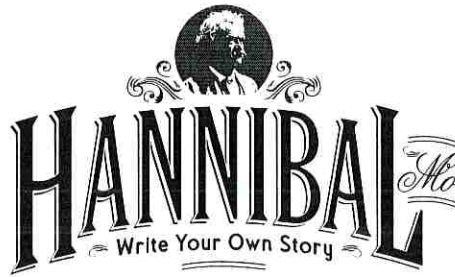
First Reading

BILL NO. 24-035

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL
VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF
THE CITY OF HANNIBAL TO REQUIRE THE BOARD OF PUBLIC
WORKS MEET WITH THE CITY COUNCIL UPON REQUEST OF
THE COUNCIL**

First Reading

ADJOURNMENT



MEMORANDUM

TO: Mayor Barry Louderman and City Council Members

FROM: Bianca Quinn, Finance Director

DATE: December 11, 2024

SUBJECT: Presentation of FY2024 Audit

Please add Amanda Schultz, CPA of Williams Keepers to the December 17, 2024 agenda. She will be presenting the FY2024 Audit.

Thank you,

Bianca

SETTLEMENT AGREEMENT

This Settlement agreement is made by and among the City of Hannibal, a Missouri Municipal Corporation, hereinafter, "CITY" and Compassion Church Hannibal, a Missouri nonprofit corporation, hereinafter "CHURCH".

WHEREAS, the City of Hannibal is responsible for enforcement of certain provisions of the Missouri Clean Water Law as well as certain ordinances of the City of Hannibal relating to clean water, surface water and water runoff control.

AND WHEREAS, as a part of that responsibility CITY, is now required to enforce stormwater management plans, and as part of that enforcement it may not issue building occupancy permits to any entity that constructs new construction inside the City limits of Hannibal until they have provided and complied with a stormwater management plan.

AND WHEREAS, CHURCH, constructed a building and a parking lot within the confines of the City of Hannibal, in 2023, and provided in conjunction therewith, a stormwater management plan. However, CHURCH has failed to comply with that plan, in that they have failed to pour a concrete parking lot as set out in the plan they provided and therefore are in violation of that plan.

AND WHEREAS, as a result of the foregoing, CITY has not issued an occupancy permit to CHURCH, but CHURCH has disregarded the lack of an occupancy permit and is currently occupying and utilizing the building they constructed for worship purposes.

AND WHEREAS, the City of Hannibal has requested that CHURCH comply with the terms of their plan by building the parking lot as specified in their plans, but CHURCH has failed to do so. As a result, CITY has begun citing them for occupying a building without the appropriate permit.

AND WHEREAS, CHURCH wishes to cure their delinquency and obtain an occupancy permit, but due to financing issues are unable to complete the required work immediately.

NOW THEREFORE, in consideration of resolving this matter without the need for further legal action, and to comply with the stormwater plan of CHURCH, CITY and CHURCH agree as follows:

1. The provisions of this agreement shall apply to and be binding upon the parties executing this agreement, their agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants corporations and any persons acting under through or for the parties agreeing hereto.
2. In compromise and satisfaction of the allegations or claims relating to the above-referenced

claimed violations, CHURCH agrees, without admitting liability of fault to construct a parking lot pursuant to the following Schedule:

Phase One, 2024

By Jan 31, 2025, CHURCH will concrete the Handicap area of 20x115 to accommodate people using walkers and wheelchairs. Will put blocks for the retaining wall in from of entrance 24 blocks.

Phase Two, 2025

By October 31, 2025, CHURCH will pour footings and a retaining wall on the left side of the parking lot 115x125.

Phase Three 2026

By October 31, 2026 CHURCH will pour the left area of the parking lot.

Phase Four 2027

By October 31, 2027, CHURCH will pour the remaining right area of the parking lot.

Phase Five 2028.

By October 31, 2028, CHURCH will pour the driveway out to the public street, and complete any remaining finish work on the parking lot.

3. During the period of this agreement, CHURCH agrees that CITY may come on CHURCH's property at reasonable times to conduct inspections of the work being conducted by or for CHURCH.

4. CITY shall issue an occupancy permit to CHURCH, subject to this agreement. CHURCH agrees that if at any time they breach this agreement that at CITY's option CITY may immediately revoke CHURCH's occupancy permit. CHURCH agrees in such eventuality to immediately cease use of the property until such time as a new occupancy permit is issued. In the event that CHURCH fails to immediately cease use of the property, CITY may immediately file a petition for injunctive relief. In the event such a petition is filed CHURCH consents to and waives any objection to the entering of an order by the court enjoining CHURCH from occupying or using the property until an occupancy permit is issued, and further waive any requirement that a bond be filed by the city in order to obtain such injunctive relief. CHURCH waives trial by jury as to any issues related to this agreement, and further consents to venue and jurisdiction in the Circuit Court of Marion County, Division 2 at Hannibal, Missouri.

5. CITY agrees to dismiss any current enforcement actions related to lack of an occupancy permit. However, in the event that CHURCH breaches the agreement the City may immediately begin such enforcement action as they deem appropriate, in both City court and/or State Court. It shall not be a defense to any cause of action brought in City court that the City has filed a petition for injunctive relief in state court.

6. CHURCH agrees not to contest the validity or terms of the agreement or the procedures or circumstance underlying or relating to it in any action brought by CITY to enforce any of the terms or related matters of this agreement.

7. In the event that CITY files any action in state court, or has an attorney take any action on the agreement, then CHURCH shall pay all costs and a reasonable attorneys fee for any attorney representing CITY.

8. The terms stated herein constitute the entire and exclusive agreement of the parties hereto. There are no other obligations of the parties, express or implied, oral or written except those which are expressly set out in the Settlement Agreement. The terms of this agreement supersede any previous conversations or agreements, whether express or implied. The terms herein may not be modified except in a writing signed by all parties.

COMPASSION CHURCH HANNIBAL

By _____

Date: _____

Attest: _____

CITY OF HANNIBAL

By: _____
BARRY LOUDERMAN, Mayor

Date: _____

Attest: _____
MELISSA COGDAL, City Clerk



Outlook

HUD Board Member

From Chad Collier <ccollier@hannibal-mo.gov>

Date Tue 12/3/2024 8:01 AM

To Melissa Cogdal <MCogdal@hannibal-mo.gov>

Cc Barry Louderman <BLouderman@hannibal-mo.gov>

Melissa,

I have spoken with the Mayor about this. Can you please place the removal of Kyra Belcher, Resident Board Member, on the next City Council agenda?

Respectfully,

Chad Collier
Assistant Director of Central Services
Hannibal Parks & Recreation
573-221-0111 ext 228

BILL NO. 24-031

ORDINANCE NO.

FIRST READING 12.17.2024

SECOND READING

AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE COUNCIL OF SALARY INCREASES TO THE EMPLOYEES OF THE BOARD OF PUBLIC WORKS

WHEREAS, in accordance with the provisions of the Home Rule Charter of the City of Hannibal, there may be held a Municipal Election at times concurrent with state election, and,

WHEREAS, the City Council that it may at times be necessary to have council meetings by electronic means to continue with the necessary business of the City; and

WHEREAS, the City Council has determined it is necessary and appropriate to present an enabling amendment of the Charter of the City of Hannibal to the voters ;

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 8th day of April, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

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

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

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

Tuesday, the 8th day of April, 2025

Proposition 3

Shall "Chapter 11, BOARD OF PUBLIC WORKS, Sec. 11.10. - General manager and employees; compensation, of the Charter of the City of Hannibal, be amended to require that

the City Council be given 60 days prior notice of any change in the rates of compensation of employees of the board?

[] Yes [] No

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

SECTION THREE: POLLING PLACES. The said polling places shall be open on the day of the General Election at the hour of six o'clock a.m. and shall remain open until the hour of seven o'clock p.m. on said date. That said General Election shall be held and conducted and the results thereof shall be certified, canvassed and declared in all respects in conformity with the Constitution and laws of the State of Missouri governing elections in the City of Hannibal and in accordance with the Home Rule Charter of the City of Hannibal.

SECTION FOUR: The County Clerk is hereby authorized and directed to furnish the judges and clerks of said General Election with all poll books, tally sheets, ballots, ballot boxes, and other supplies necessary for the conduct of said General Election.

SECTION FIVE: That the City Clerk shall be, and is, hereby directed to transmit a certified copy of this ordinance to the Registrars of the City of Hannibal and that said Registrars are hereby requested to take such action as may be required of them by law in the premises.

SECTION SIX: That this ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this ____ day of January 2025.

APPROVED this ____ day of January 2025.

ATTEST:

Barry Louderman, Mayor

Melissa Cogdal, City Clerk

BILL NO. 24-032

ORDINANCE NO.

FIRST READING 12.17.2024

SECOND READING

AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE COUNCIL OF THE PROPOSED BUDGET OF THE BOARD OF PUBLIC WORKS

WHEREAS, in accordance with the provisions of the Home Rule Charter of the City of Hannibal, there may be held a Municipal Election at times concurrent with state election, and,

WHEREAS, the City Council that it may at times be necessary to have council meetings by electronic means to continue with the necessary business of the City; and

WHEREAS, the City Council has determined it is necessary and appropriate to present an enabling amendment of the Charter of the City of Hannibal to the voters ;

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 8th day of April, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

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

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

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

Tuesday, the 8th day of April, 2025

Proposition 1

Shall "Chapter 11, BOARD OF PUBLIC WORKS, Sec. 11.11. - Records; budget; audit., of the Charter of the City of Hannibal, be amended to require that the City Council be given 60 days prior notice of the proposed budget of the Board of Public Works and to be sure that the Board of Public Works complies with all law regarding confidentiality including the Missouri Sunshine Law?

[] Yes [] No

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

SECTION THREE: POLLING PLACES. The said polling places shall be open on the day of the General Election at the hour of six o'clock a.m. and shall remain open until the hour of seven o'clock p.m. on said date. That said General Election shall be held and conducted and the results thereof shall be certified, canvassed and declared in all respects in conformity with the Constitution and laws of the State of Missouri governing elections in the City of Hannibal and in accordance with the Home Rule Charter of the City of Hannibal.

SECTION FOUR: The County Clerk is hereby authorized and directed to furnish the judges and clerks of said General Election with all poll books, tally sheets, ballots, ballot boxes, and other supplies necessary for the conduct of said General Election.

SECTION FIVE: That the City Clerk shall be, and is, hereby directed to transmit a certified copy of this ordinance to the Registrars of the City of Hannibal and that said Registrars are hereby requested to take such action as may be required of them by law in the premises.

SECTION SIX: That this ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this ____ day of January 2025

APPROVED this ____ day of January 2025

Barry Louderman, Mayor

ATTEST:

MELISSA Cogdal, City Clerk

BILL NO. 24-033

ORDINANCE NO.

FIRST READING 12.17.2024

SECOND READING

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN
AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE
PRIOR NOTICE TO THE COUNCIL OF PROPOSED UTILITY RATE INCREASES BY
THE BOARD OF PUBLIC WORKS**

WHEREAS, in accordance with the provisions of the Home Rule Charter of the City of Hannibal, there may be held a Municipal Election at times concurrent with state election, and,

WHEREAS, the City Council that it may at times be necessary to have council meetings by electronic means to continue with the necessary business of the City; and

WHEREAS, the City Council has determined it is necessary and appropriate to present an enabling amendment of the Charter of the City of Hannibal to the voters ;

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 8th day of April, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

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

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

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

Tuesday, the 8th day of April, 2025

Proposition 2

Shall Chapter 11, BOARD OF PUBLIC WORKS, Sec. 11.07. - Powers and duties; establish rates, of the Charter of the City of Hannibal, be amended to require that the City Council be given 60 days prior notice of any proposed increase in the Utility Rates charged by the Board of Public Works?

[] Yes [] No

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

SECTION THREE: POLLING PLACES. The said polling places shall be open on the day of the General Election at the hour of six o'clock a.m. and shall remain open until the hour of seven o'clock p.m. on said date. That said General Election shall be held and conducted and the results thereof shall be certified, canvassed and declared in all respects in conformity with the Constitution and laws of the State of Missouri governing elections in the City of Hannibal and in accordance with the Home Rule Charter of the City of Hannibal.

SECTION FOUR: The County Clerk is hereby authorized and directed to furnish the judges and clerks of said General Election with all poll books, tally sheets, ballots, ballot boxes, and other supplies necessary for the conduct of said General Election.

SECTION FIVE: That the City Clerk shall be, and is, hereby directed to transmit a certified copy of this ordinance to the Registrars of the City of Hannibal and that said Registrars are hereby requested to take such action as may be required of them by law in the premises.

SECTION SIX: That this ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this ____ day of January 2025

APPROVED this ____ day of January 2025

ATTEST:

Barry Louderman, Mayor

Melissa Cogdal, City Clerk

BILL NO. 24-034

ORDINANCE NO.

FIRST READING 12.17.2024

SECOND READING

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN
AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO CHANGE THE
NUMBER OF AFFIRMATIVE VOTES REQUIRED TO REMOVE A MEMBER OF
THE BOARD OF PUBLIC WORKS**

WHEREAS, in accordance with the provisions of the Home Rule Charter of the City of Hannibal, there may be held a Municipal Election at times concurrent with state election, and,

WHEREAS, the City Council that it may at times be necessary to have council meetings by electronic means to continue with the necessary business of the City; and

WHEREAS, the City Council has determined it is necessary and appropriate to present an enabling amendment of the Charter of the City of Hannibal to the voters ;

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CITY OF HANNIBAL, MISSOURI**

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

Tuesday, the 8th day of April, 2025

Proposition 4

Shall "Chapter 11, BOARD OF PUBLIC WORKS, Sec. 11.03. - Board members; removal, of the Charter of the City of Hannibal, be amended to change the number of votes to remove a Member of the Board from 5 affirmative votes to four (4)?"

[] Yes [] No

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

SECTION THREE: POLLING PLACES. The said polling places shall be open on the day of the General Election at the hour of six o'clock a.m. and shall remain open until the hour of seven o'clock p.m. on said date. That said General Election shall be held and conducted and the results thereof shall be certified, canvassed and declared in all respects in conformity with the Constitution and laws of the State of Missouri governing elections in the City of Hannibal and in accordance with the Home Rule Charter of the City of Hannibal.

SECTION FOUR: The County Clerk is hereby authorized and directed to furnish the judges and clerks of said General Election with all poll books, tally sheets, ballots, ballot boxes, and other supplies necessary for the conduct of said General Election.

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SECTION SIX: That this ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this ____ day of January 2025

APPROVED this ____ day of January 2025

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

BILL NO. 24-035

ORDINANCE NO.

FIRST READING 12.17.2024

SECOND READING

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN
AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE
THE BOARD OF PUBLIC WORKS MEET WITH THE CITY COUNCIL UPON
REQUEST OF THE COUNCIL**

WHEREAS, in accordance with the provisions of the Home Rule Charter of the City of Hannibal, there may be held a Municipal Election at times concurrent with state election, and,

WHEREAS, the City Council that it may at times be necessary to have council meetings by electronic means to continue with the necessary business of the City; and

WHEREAS, the City Council has determined it is necessary and appropriate to present an enabling amendment of the Charter of the City of Hannibal to the voters ;

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

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

Tuesday, the 8th day of April, 2025

Proposition 5

Shall "Chapter 11, BOARD OF PUBLIC WORKS, of the Charter of the City of Hannibal, be amended to Include a new section requiring the Board of Public Works to meet with the Council about proposed rate increases, salary increases, the BPW budget, or any other matter affecting the Citizens of the City of Hannibal

[] Yes [] No

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

SECTION THREE: POLLING PLACES. The said polling places shall be open on the day of the General Election at the hour of six o'clock a.m. and shall remain open until the hour of seven o'clock p.m. on said date. That said General Election shall be held and conducted and the results thereof shall be certified, canvassed and declared in all respects in conformity with the Constitution and laws of the State of Missouri governing elections in the City of Hannibal and in accordance with the Home Rule Charter of the City of Hannibal.

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SECTION SIX: That this ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this ____ day of January 2025

APPROVED this ____ day of January 2025

ATTEST:

Barry Louderman, Mayor

Melissa Cogdal, City Clerk



MEMO

To: Mayor and City Council Members
From: Mathew Munzlinger, P.E.
Date: December 11, 2024
Re: Lease Agreement – Southside Water Tank

Background: Shortly after completing the agreement for the installation of the MOSWIN antennas on the backwash tank at the Water Treatment Plant, we were contacted by representatives of Adams County 911 about antenna locations that would allow them better coverage on the western side of their county. After review of available sites, they determined that the Southside Water Tank site meet their needs better.

Information Provided: With this memo is an agreement that requires approval by the Board because the antennas would be attached to HBPW infrastructure and approval from the city council as real estate is involved.

Action Requested: The agreement has been through staff and legal review with no further comments. I am requesting that the agreement be approved.

TOWER LEASE AGREEMENT

THIS TOWER LEASE AGREEMENT ("Lease") is made and entered into as of the _____ day of _____, 2024, by and between the City of Hannibal, acting by and through the Hannibal Board of Public Works ("Landlord"), and Quincy/Adams County 9-1-1 ("Tenant").

For good and valuable consideration, the parties agree as follows:

1. PREMISES

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2. USE

The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, and removing the following communication equipment:

- 2.1 Concrete pad for outdoor cabinet; dimensions 8 feet X 8 feet
- 2.2 Double bay outdoor cabinet; dimensions 78" Height X 59" Width X 42" Depth
- 2.3 2 communication antennas with transmission lines to the outdoor cabinet
- 2.4 1 3ft microwave dish with transmission lines to the outdoor cabinet

For the purposes of this Lease, all of Tenant's above-described equipment antennas, dishes, radios, lines, switches, power supplies, accessories, and all necessary appurtenances will be referred to herein individually and collectively as "Communications Facilities."

Communications Facilities may be installed on the Premises by Tenant or by any of Tenant's agents or contractors. Tenant may run transmission lines, phone lines and cables throughout the Property to connect elements of the Communications Facilities on the Premises as approved by the landlord. The tenant will provide scaled drawings to the landlord for approval.

3. TERM

The Primary Term of this Lease will be for ten (10) years commencing on the date of this Lease, unless sooner terminated as provided herein. Lessee shall have two (2) options to renew the term of this Lease for additional three (3) year terms (each an "Extended Term"). Tenant may exercise an option by giving Landlord at least thirty (30) days prior written notice of Tenant's intent to renew this Lease upon the expiration of the Primary Term or current Extended Term as applicable. Notwithstanding the foregoing, at any time either party may terminate this Lease upon

a material breach by the other party upon written notice of and a thirty (30) day opportunity to cure the material breach. Landlord grants Tenant sixty (60) days after termination of this Lease for any reason in which to remove all Communications Facilities from the Property.

4. RENT

The Hannibal Board of Public Work waives any fees for the duration of this agreement.

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Landlord grants to Tenant, for use by Tenant its employees, agents and contractors, an easement and license to enter upon the Property on a twenty-four (24) hour, seven (7) days per week three hundred sixty-five (365) days per year basis, for (i) ingress and egress to and from the Premises and the Communications Facilities (the "Access Easement"), and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the Communications Facilities (the "Utility Easement").

Whenever the Tenant, or a Representative of the Tenant, is onsite, the Landlord must be notified by calling (573) 221-0955.

Landlord will maintain dedicated 120-volt electric service to the Premises. Tenant will be responsible for all charges related to the electricity that they use or consume on the Premises. Tenant may install or improve existing utilities servicing the Communications Facilities and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Facilities at the tenant's expense. Landlord must approve any improvements proposed by Tenant to the existing electrical grounding system.

6. MAINTENANCE

Whenever maintenance to the property is required, the Tenant understands that they may be required to remove any equipment temporarily for Landlord to have unfettered access to the property for maintenance and repairs. Tenant understands that failure to remove any property shall prohibit any claims regarding damage to the property.

Landlord shall give advanced notice of any maintenance or repairs that are required and the projected timeline of repairs at least thirty (30) days in advance.

7. INSTALLATION

Tenant shall install Communications Facilities on the Premises at its sole expense and in accordance with all applicable federal, state and local laws, rules and regulations. Tenant will attempt to install the Communications Facilities on the Premises as soon as feasible, but Landlord acknowledges that installation may be delayed due to the complexities of other Tenant activities.

At the termination of this lease, Tenant will surrender up the premises and remove, at its costs, improvements listed in section 2.2, 2.3, 2.4 erected there from and all communication

equipment installed pursuant to the terms of the agreement.

8. INSURANCE

Tenant at its own expense, shall maintain at all times comprehensive general liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, and shall name Landlord as an additional insured on such policy. Tenant shall furnish such evidence as Landlord may reasonably require of the insurance including, but not limited to, a certificate of insurance. Landlord, at its own expense, shall maintain at all times comprehensive general liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, and shall name Tenant as an additional insured on such policy. Upon request Landlord shall furnish such evidence as Tenant may reasonably require of the insurance including, but not limited to, a certificate of insurance.

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- c. Any act determined to be an act of God and renders the premises inoperable, the lease is immediately terminated

The provisions of this Paragraph shall survive the termination of this contract.

10. NOTICE

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered or express mail, return receipt requested, postage prepaid, United States Mail, and addressed to the applicable party as follows:

Landlord: Hannibal Board of Public Works
3 Industrial Loop Drive PO Box 1589

Hannibal, MO 63401

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222 North 52nd Street Quincy, IL 62305

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

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By: _____

By: _____

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MEMORANDUM

TO: Mayor, Barry Louderman and Members of City Council

CC: Lisa Peck, City Manager

FROM: Trisha O'Cheltree, Director of Conventions & Tourism

DATE: December 17, 2024

REGARDS: MDT Grant Application for Wayfinders

MATCHING MARKETING GRANT (MPD Wayfinders)

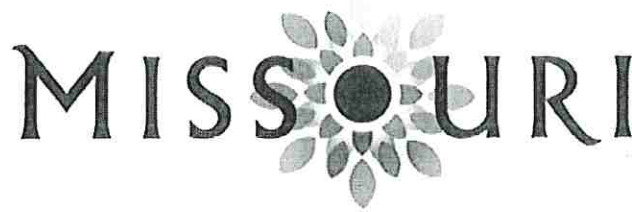
The Hannibal Convention & Visitors Bureau (HCVB) is requesting approval to submit a grant application to the Missouri Division of Tourism (MDT) through the Marketing Platform Development (MPD) and, if awarded, allow the Mayor to enter into the grant agreement. In the MPD program, the HCVB is allowed to request up to \$30,000.00 for Wayfinding Materials and Installation with the CVB matching the grant dollars 50/50 for a total of \$60,000.00

I request Council approval to submit a grant application and , if approved, allow the Mayor to enter into an agreement with the Missouri Division of Tourism for up to the amount of \$60,000.00.

Hannibal Convention & Visitors Bureau
925 Grand Ave.
Hannibal, Missouri 63401
573.221.2477
VisitHannibal.com

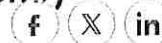
← Back (<https://missouritourism.submittable.com/submit>)

Trisha O'Cheltree (https://www.submittable.com/help/submitter?orgId=18272)



VisitMo.com

(<https://industry.visitmo.com/>)



Following

Marketing Platform Development Grant - FY25

Here you will find information you'll need to successfully complete and submit required documentation for MPD FY25. Once this application has expired, you can find this information on our Industry Portal under the [Programs](https://industry.visitmo.com/programs) section.

- [MPD Guidelines \(https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/03/FY25-MPD-Guidelines.pdf\)](https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/03/FY25-MPD-Guidelines.pdf)
- [Welcome and Wayfinding Guidelines \(https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/12/Welcome-and-Wayfinding-Guidelines.pdf\)](https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/12/Welcome-and-Wayfinding-Guidelines.pdf)

Submission Name: (required)

HCVB FY 25 MPD Wayfinding Grant

31 / 300 characters

Enter a title for your submission - for example, DMO Name, FY25 and Program (MDT - FY25 - MPD Website Development)

DMO #: (required)

- ☐ 378 - Benton County Tourism & Recreation
- ☐ 277 - Boonville Tourism Department
- ☐ 022 - Branson Lakes Area Chamber & CVB

- ☐ 187 - Buchanan County Tourism Board
- ☐ 027 - Callaway County Tourism Board
- ☐ 053 - City of Cape Girardeau
- ☐ 039 - City of Carthage
- ☐ 268 - City of Chillicothe
- ☐ 060 - Clay County
- ☐ 267 - Clinton Tourism Association
- ☐ 066 - Columbia CVB
- ☒ 091 - Hannibal CVB
- ☐ 269 - Hermann Tourism Department
- ☐ 108 - Jefferson City CVB
- ☐ 055 - Jefferson County Tourism Commission
- ☐ 242 - Kennett Chamber of Commerce
- ☐ 053 - Kirksville Tourism
- ☐ 202 - Lake of the Ozarks Tri-County Lodging Association
- ☐ 229 - City of Lebanon
- ☐ 385 - City of Maryville
- ☐ 149 - Moberly Area Chamber of Commerce
- ☐ 380 - Perry County Heritage Tourism
- ☐ 166 - Platte County CVB
- ☐ 170 - Greater Poplar Bluff Area Chamber of Commerce
- ☐ 234 - Pulfaski County Tourism Bureau
- ☐ 177 - Rolla Area Chamber of Commerce
- ☐ 179 - Sedalia CVB
- ☐ 181 - Sikeston CVB
- ☐ 184 - Springfield CVB
- ☐ 052 - St. Charles CVB
- ☐ 191 - Explore St. Louis
- ☐ 245 - Ste. Genevieve Tourism Department
- ☐ 199 - Table Rock Lake Chamber of Commerce
- ☐ 068 - Visit KC

- ☐ 381 - Warrensburg CVB
- ☐ 209 - Washington Area Chamber of Commerce
- ☐ 059 - City of West Plains Tourism Development Advisory Council
- ☐ Not listed

Physical Address: (required)

925 Grand Avenue

City: (required)

Hannibal

State: (required)

MO

Zip Code: (required)

63401

County(s): (required)

Marion and Ralls

Region: (required)

- ☐ 1 - Northwest
- ☒ 2 - Northeast
- ☐ 3 - Central
- ☐ 4 - Southwest
- ☐ 5 - Southeast

Phone Number (required)



+1 573 221 2477

Website: (required)

visitHannibal.com

Type of Organization: (required)

- ☐ Chamber of Commerce
- ☐ City Department
- ☐ County Department
- ☒ Convention & Visitors Bureau
- ☐ Other

If other, please explain: (required)

Federal ID #: (required)

MO Corporate Charter #: (required)

Business E-Verify Documentation:

The organization must be enrolled in E-Verify and provide a copy of its signed Memorandum of Understanding with the U.S. Department of Homeland Security, as required by [§ 285.530 RSMo \(https://revisor.mo.gov/main/OneSection.aspx?section=285.530\)](https://revisor.mo.gov/main/OneSection.aspx?section=285.530).

The E-Verify Program is currently the only federal work authorization program as described in [§ 285.530 RSMo \(https://revisor.mo.gov/main/OneSection.aspx?section=285.530\)](https://revisor.mo.gov/main/OneSection.aspx?section=285.530). If applicant is not already enrolled in E-Verify, go to <https://e-verify.uscis.gov/enroll/> (<https://dp.uscis.gov/enroll/everify>) to enroll in the program.

E-Verify MOU Upload (required)

<div>Everify.pdf</div>	<div></div>
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No more files may be attached here.

Acceptable file types: .doc, .docx, .odt, .pdf, .txt, .wpd, .jpg, .jpeg, .png

Affidavit of Work Authroization

The hyperlinked Affidavit of Work Authorization needs to be signed, notarized and uploaded below. It must be dated within one year of this application.

<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/09/DED-Tourism-Grant-Sponsorship-E-Verify-Affadavit-2024.pdf> (<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/09/DED-Tourism-Grant-Sponsorship-E-Verify-Affadavit-2024.pdf>)

Affidavit of Work Authorization Upload (required)

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .doc, .docx, .odt, .pdf, .txt, .wpd, .jpg, .jpeg, .png

NOTE

For more information on eligible platforms, visit our Program page.

<https://industry.visitmo.com/programs/marketing-platform-development-program> (<https://industry.visitmo.com/programs/marketing-platform-development-program>)

Eligible platforms this organization can apply for: (required)

- ☐ Brand Awareness Study
- ☐ Creative Strategy
- ☐ Marketing Plan Development
- ☐ Marketing Strategy
- ☐ Mobile Optimization
- ☐ Social Media Strategy
- ☐ Visitor Profile Study
- ☐ Visual Asset Procurement
- ☐ Website Development
- ☐ Welcome and Wayfinding Signage
- ☐ Other

Have you applied for the selected platform(s) within the past 3 years? (required)

- ☒ Yes
- ☐ No

If yes, when was application? (required)

FY 2023

Please explain: (required)

We did a new website with this that launch July 1, 2023.

BUDGET:

Indicate the specific total funds (\$) requested from the Division of Tourism with this application:
(required)

30000

Indicate the specific total funds (\$) provided by DMO with this application: (required)

30000

Indicate the specific total funds (\$) needed for the project within this application: (required)

60000

Intention of Work Upload: (required)

Choose File

Select up to 2 files to attach. No files have been attached yet. You may add 2 more files.

Acceptable file types: .pdf, .doc, .docx

Upload your vendor bid, proposal, or scope of work.

REVIEW CRITERIA:

Briefly describe the project for which support is requested: (required)

Wayfinders put on Main Street next to the newly relocated Molly Brown and on our Riverfront for all of our Riverboat passengers.

What are the primary goals and objectives of this project? (required)

Primary Goals include...Improving visitor navigation, increasing foot traffic in the historic area, providing information about attractions etc to visitors anytime of the day and promoting cultural and historical experiences.

What is the organization's long-term sustainable plan for this project? (required)

To boost local businesses and attractions with increased foot traffic and encouraging visitors to spend money in the shops, restaurants and attractions while highlighting and educating visitors about our culture and history.

Describe the need for the project: (required)

I believe these will enhance the visitor experience. The CVB/Affiliate Welcome Center isn't always open for materials and questions when visitors are here (such as evenings). As they find their way on Main Street and or the Riverfront it will provide information they seek. I believe these will also encourage shopping and visits just the same. To my knowledge we have never had these although the need for them has been talked about before.

AUTHORIZING AGENTS:

Complete the contact information for 1) the applicant who is designated to serve as primary contact with MDT (known as the Project Director), and 2) the DMO President/CEO, who is authorized to enter into this marketing contract with the State of Missouri.

Project Director Name: (required)

Trisha O'Cheltree

Project Director Title: (required)

Director of Tourism

Project Director E-mail Address: (required)

tocheltree@visithannibal.com

Project Director Phone #: (required)

 (573) 221-2477

DMO President/CEO Name: (required)

Barry Louderman

DMO President/CEO Title: (required)

Mayor

DMO President/CEO E-mail Address: (required)

BLouderman@hannibal-mo.gov

DMO President/CEO Phone #: (required)

 (573) 221-0111

MPD Application Authorization Form:

The Project Director and President/CEO must sign the hyperlinked form and upload it below:

<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/03/MPD-Authorization.pdf> (<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/03/MPD-Authorization.pdf>)

Authorization Form Upload: (required)

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .pdf, .doc, .docx

Upload a file

For Informational Purposes:


If you or someone you know served in the U.S. Armed Forces, we encourage you to visit <http://veteranbenefits.mo.gov> (<http://veteranbenefits.mo.gov>) or call (573) 751-3779 to learn about available resources.

Are you having difficulty submitting?


If you click "submit" and nothing happens, double check that you have answered all required questions. If you still receive an error and believe it is a technical issue, please email support@submittable.com (<mailto:support@submittable.com>).

Save Draft

Submit

 Last Saved a few seconds ago

Drafts may be visible to the administrators of this program.

 [Technical Help \(https://www.submittable.com/help/submitter?orgId=18272\)](https://www.submittable.com/help/submitter?orgId=18272) | [Privacy Policy \(http://www.submittable.com/privacy\)](http://www.submittable.com/privacy)

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Grant/Sponsorship E-Verify Affidavit – Missouri Division of Tourism

I certify the following:

1. I am at least 18 years old.
 2. I have authority to make the representations in this statement on behalf of the organization named below ("Organization").
 3. Organization understands that the receipt of funds from the State is covered by § 285.530 of the Revised Statutes of Missouri ("RSMo"), which requires, as a condition for the award of any grant or sponsorship in excess of \$5,000 by DED to a business organization (as defined in § 285.525(1) RSMo), that the organization provide a sworn affidavit regarding employment of unauthorized aliens (§ 285.525(10) RSMo) and participation in a federal work authorization program (§ 285.525(6) RSMo), which currently is the E-Verify program.
 4. Organization does not and will not knowingly employ an unauthorized alien in connection with the grant or sponsorship, and activities conducted under it, for the duration of the grant or sponsorship.
 5. Organization hereby affirms (check the applicable box):
 - ☐ Organization is enrolled in, and will continue to participate in, the E-Verify federal work authorization program with respect to employees hired after enrollment who are proposed to work in connection with activities to be conducted under the project for which the grant or sponsorship was made, for the duration of the project. Organization is providing a copy of its E-Verify Memorandum of Understanding with the U.S. Department of Homeland Security as an attachment to this Affidavit.
- OR
- ☐ Organization has no employees.

Signature of Authorized Representative of
Organization

Type or Legibly Print Name of Authorized
Representative of Organization

Type or Legibly Print Title of Authorized
Representative of Organization

Type or Legibly Print Organization's Name

State of _____)
County (or City) of _____) ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ [name of organization's authorized representative],
_____ [authorized representative's title or office] of
_____ [name of organization], proved to me through identification documents or personally known to me to be the person who signed this document in my presence, and acknowledged to me that such person signed it voluntarily for its stated purpose on behalf of the organization.

[Affix Notary Seal]

Notary Public



Marketing Platform Development Grant Application Authorization

The submission of this Marketing Platform Development Grant application and the attached documents to the Missouri Division of Tourism signifies that the marketing project outlined within has the approval of those individuals named below and that the named individuals have the authority to implement and consent to the necessary expenditures for the completion of the project on behalf of the applicant destination marketing organization.

It is further signified by this submission, that 1) the appropriate staff has read and understands the program requirements as described in the Marketing Platform Development Program and Reports Guide concerning this application, and 2) it is understood that materials included in or provided with the application that do not comply with the application instructions will not be considered as a part of the application during the evaluation and review.

Print Name of Project Director

Print Name of President/CEO

Signature of Project Director

Signature of President/CEO

Date

Date