

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday, February 6, 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
Regular Scheduled Council Meeting – January 16, 2024**

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

PUBLIC COMMENTS
3 Minutes/ Sign Up Required

BARRY LOUDERMAN – MAYOR
Re: Approval of Appointment to Library Board

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

Re: Approval of Re-Appointment to Airport Commission

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

MICHAEL DOBSON- CHIEF, HANNIBAL RURAL FIRE PROTECTION DISTRICT
Re: Use of City Owned Property

MELISSA COGDAL – CITY CLERK
Re: Primary Elections Approval
(Bill No. 24-004, to follow, for Emergency Reading)

ANDY DORIAN – DIRECTOR OF CENTRAL SERVICES
Re: North Street Stormwater Project Authorized Official Resolution
(Resolution No. 2497-24, to follow, for approval)

Re: Sell of City Owned Property – 1527 Arch Street
Corey Allen - \$575.00
(Resolution No. 2498-24, to follow, for approval)

Re: Waiving Objection – Lease Agreement with On Premise L.L.C.
(Resolution No. 2499-24, to follow, for approval)

MIKE MCHARGUE – BUILDING INSPECTOR

Re: Reschedule Public Hearing

Code Amendment updating Fire Code- Tuesday, February 20, 2024, 6:45 p.m.

Re: Schedule Public Hearing

Rezoning of 574 Clinic Road- Tuesday, February 20, 2024, 6:30 p.m.

Re: Schedule Public Hearing

Code Amendment Updating Recreational Marijuana- Tuesday, February 20, 2024, 6:15 p.m.

TRISHA O'CHELTREE – HCVB DIRECTOR

Osborn, Barr, & Paramore Estimate

Re: OBP FY 2024 Web Maintenance Agreement - \$3,150.00

DARRIN GORDON – HBPW GENERAL MANAGER

Re: MPUA Mutual Aid Agreement

(Bill No. 24-005, to follow, first reading)

**Re: Purchase Policy Exception – Amendment for Additional Construction
Replacement of River Pumphouse & Pleasant Street Booster Pump Roofs**

Re: Bid Award - North Street Storm Sewer

S&A Equipment & Builders L.L.C. - \$1,563,228.70

(Resolution No. 2501-24, to follow, for approval)

Re: Franchise Fees

Franchise Fees for Utilities Operating in City

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**

Second and Final Reading

BILL NO. 24-004

**AN ORDINANCE OF THE CITY OF HANNIBAL PROVIDING FOR
A SPECIAL PRIMARY ELECTION TO BE HELD, TUESDAY,
AUGUST 6, 2024, FOR THE PURPOSE OF ELECTING A
MUNICIPAL JUDGE.**

Emergency Reading

BILL NO. 24-005

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HANNIBAL, MISSOURI, AUTHORIZING THE PRESIDENT
OF THE BOARD OF PUBLIC WORKS TO SIGN AN MPUA
MUTUAL AID AGREEMENT.**

First Reading

RESOLUTION NO. 2497-24

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION
WITH THE MISSOURI DEPARTMENT OF NATURAL
RESOURCES, FINANCIAL ASSISTANCE CENTER'S STATE ARPA
GRANT PROGRAMS FOR SUBAWARD OF FEDERAL FINANCIAL
ASSISTANCE PROVIDED TO THE STATE OF MISSOURI BY THE
U.S. DEPARTMENT OF THE TREASURY ("TREASURY")
PURSUANT TO SECTION 602(B) OF THE SOCIAL SECURITY ACT,
AS ADDED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN
ACT.**

RESOLUTION NO. 2498-24

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO
COREY ALLEN FOR THE SALE OF CITY OWNED PROPERTY
LOCATED AT 1527 S. ARCH IN THE AMOUNT OF \$575.**

RESOLUTION NO. 2499-24

**A RESOLUTION WAIVING OBJECTION AND CONSENTING TO
EXECUTION OF A COMMERCIAL PLEDGE AGREEMENT BY ON
PREMISE, L.L.C.**

RESOLUTION NO. 2501-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
\$1,563,228.70 CONSTRUCTION CONTRACT BETWEEN THE CITY
OF HANNIBAL AND S&A EQUIPMENT & BUILDERS LLC FOR
THE REPLACEMENT OF APPROXIMATELY 514' OF STORM
SEWER AND RELATED APPURTENANCES UNDER AND
ADJACENT TO NORTH STREET.**

CLOSED SESSION

In Accordance with RSMo 610.021 (1) and (2)

ADJOURNMENT

MEMO

The Hannibal Rural Fire Protection District is requesting to use city owned property specifically the area west of Clemens Field for fire hose testing to be conducted by Firecatt, a commercial fire hose testing company. The testing will take place in March 2024. A tentative date of March 4, 2024 has been set contingent on weather and temperatures. We have used this lot in previous years and it has worked out well for us. We are seeking permission from the council to use the lot again this year. A certificate of liability is included.

Regards,

A handwritten signature in black ink, appearing to read "Michael J. Dobson", with a stylized flourish at the end.

Michael J Dobson, Chief

Hannibal Rural Fire Protection District



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 331 S 36th Street, Suite 5 Quincy IL 62301	CONTACT NAME: PHONE (A/C, No, Ext): 217-222-0263 FAX (A/C, No): 217-222-0396 E-MAIL ADDRESS:
INSURED Hannibal Rural Fire Protection District PO Box 1501 Hannibal MO 63401	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburgh INSURER B: Travelers Property Casualty Co of America INSURER C: INSURER D: INSURER E: INSURER F:

License#: BR-724491

HANNRUR-01

COVERAGES **CERTIFICATE NUMBER:** 1140615941 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VFNUTR0018455	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VFNUCM0018454-03/000	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			VFNUTR0018455	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0W58658/A	7/12/2023	7/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City Of Hannibal
City Hall
320 Broadway
Hannibal MO 63401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MEMORANDUM

**TO: MAYOR LOUDERMAN
CITY COUNCIL MEMBERS**

**FROM: MELISSA COGDAL
CITY CLERK**

DATE: JANUARY 31, 2024

SUBJECT: AUGUST 6, 2024, PRIMARY ELECTION

In accordance with the provisions of Section 17.01 Charter of the City of Hannibal, a general municipal election may be held for the purpose *of electing a mayor, councilmen, and other elective officers of the city, and for the purpose of deciding any question which may lawfully be submitted to the electors.*

At this time, I hereby request Council approval to give a Emergency Reading to *Bill No. 24-004* which authorizes a Primary Election to be held, **Tuesday, August 6, 2024**. The 2024 City of Hannibal Election schedule provides for the election of the Municipal Judge. This position is currently held by Municipal Judge Donald Bastian.

Candidate filing for the above-mentioned positions will commence Tuesday, February 27, 2024, at 8:00 a.m., concluding March 26, 2024, at 5:00 p.m.

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

BILL NO. 24-004

ORDINANCE NO. 4948

EMERGENCY READING: 02.06.2024

**AN ORDINANCE OF THE CITY OF HANNIBAL PROVIDING FOR A SPECIAL
PRIMARY ELECTION TO BE HELD, TUESDAY, AUGUST 6, 2024, FOR THE
PURPOSE OF ELECTING A MUNICIPAL JUDGE.**

WHEREAS, in accordance with the provisions of Charter of the City of Hannibal; *Section 17.01*, *there shall be a general municipal election for the purpose of electing a mayor, councilmen and other elective officers of the City and for the purpose of deciding any question which may lawfully be submitted to the electors*, and

WHEREAS the City of Hannibal 2024 election schedule provides for the election of a Municipal Judge, for the City of Hannibal.

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

SECTION ONE: That a Special Primary Election for certain ballot proposals shall be held on Tuesday, the 6th day of August 2024. Said election shall be held at such places in each ward and precinct as the county 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 with:

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

Notice is hereby given that there will be a Special Primary Election held in the City of Hannibal, on:

Tuesday, the 6th day of August 2024

Municipal Judge – three (3) year term to expire April 2027

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal - City Clerk

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 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 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 Charter of the City of Hannibal.

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

Adopted this ____ day of _____, 2024.

Approved this ____ day of _____, 2024.

Barry Louderman, Mayor

ATTEST:

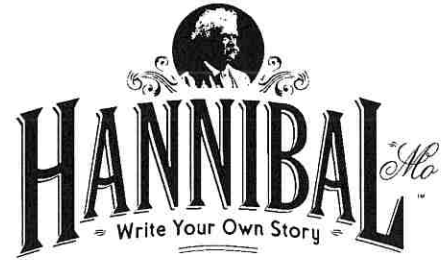
Melissa Cogdal, City Clerk

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

Ph: 573-221-0154

Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



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

FROM: Andrew Dorian

DATE: 1/17/2024

RE: Authorized Signature Memo

Attached is a resolution authorizing Mayor Louderman to act as the "Authorized Official" for the signing of all documents associated with the North Street Stormwater Project. Originally Mayor Hark was the authorized official but since Mayor Louderman is our new Mayor the form needs to be updated. This is a requirement of MDNR in order to receive grant funding for the project.

RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. 2497-24

(Suggested Form for Applicant use)

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26.

WHEREAS under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects.

NOW, THEREFORE, be it resolved by City of Hannibal
(governing body of applicant)

1. That Mayor Barry Louderman *(designated official)* be and he/she is hereby authorized to execute and file an application(s) on behalf of City of Hannibal
(legal name of applicant)

with the State of Missouri for grant funding to aid in the completion of: a lead service line inventory, or a drinking water, wastewater, and/or a stormwater project.

Replacement of the damaged underground stormwater culvert along the North Street

(Brief project(s) description)

stormwater conveyance.

2. That Barry Louderman *(name of authorized official)*, Mayor *(Title)*

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting _____ of the
(title of officer)

_____, does hereby certify: That the attached resolution is a
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the _____

_____ held on the _____ day of _____,

(name of the governing body of applicant)

_____; and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____.

(signature of recording officer)

(title of recording officer)

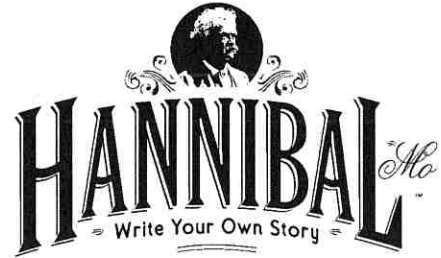
SEAL (If applicant has an official seal, impress here.)

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

Ph: 573-221-0154

Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



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

FROM: Andrew Dorian

DATE: 1/18/2024

RE: 1527 S. Arch Lot Purchase

Corey Allen would like to purchase 1527 S. Arch from the City. A title report was completed showing no deed restrictions or liens.

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

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

COVENANTS AND RESTRICTIONS

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

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

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

AGREEMENT FOR TRANSFER OF REAL ESTATE

THIS AGREEMENT, made and entered into this 18th day of January, 2024, by and between, **The City of Hannibal, a Missouri Municipal Corporation**, the Seller, and, Corey Allen of the County of Ralls the State of Missouri, the Buyer. The terms Seller and Buyer may be either singular or plural according to whichever is evidenced by the signatures below.

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

LEGAL DESCRIPTION:

ALL OF LOT TWO (2) IN BLOCK SIX (6) OF ELZEA'S ADDITION TO HTE CITY OF HANNIBAL, MISSOURI. (ALSO KNOWN AS 1527 SOUTH ARCH STREET, HANNIBAL, MISSOURI)

being also described as: 1527 S. Arch, Hannibal, Mo 63401

TERMS OF SALE

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

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

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

EFFECTIVE DATE.

The parties agree that this contract shall be effective upon signature by all parties. The parties further agree that the provisions of this agreement shall remain in force and effect after the date of closing, and that the terms herein may be enforced at any time within the applicable statute of limitations.

APPLICABLE LAW.

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

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

Seller: CITY OF HANNIBAL

BY: _____ Date _____

Barry Louderman, Mayor

Attest: Melissa Cogdal, City Clerk _____

Buyer: COREY ALLEN

BY:  _____ Date 1-18-2024

COREY ALLEN
"Owner"

BY: _____ Date _____

SPECIAL WARRANTY DEED

THIS DEED, Made and entered into this 18th of January, 2024 by and between **THE CITY OF HANNIBAL, a Municipal corporation of the State of Missouri,** party of the first part, of Marion County, State of Missouri, grantor(s), and Corey Allen of the second part, of Ralls County, State of Missouri, grantee(s).
Grantee's mailing address is:

13833 New London Gravel Road, New London, Mo 63459

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

LEGAL DESCRIPTION:

ALL OF LOT TWO (2) IN BLOCK SIX (6) OF ELZEA'S ADDITION TO HTE CITY OF HANNIBAL, MISSOURI. (ALSO KNOWN AS 1527 SOUTH ARCH STREET, HANNIBAL, MISSOURI)

Subject to Easements and restrictions of record.

TO HAVE AND TO HOLD the premises described above, with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said GRANTEES and unto their heirs and assigns forever; said GRANTOR hereby covenanting:

1. That the said premises described above are free and clear from any encumbrance done or suffered by GRANTOR; and

2. That GRANTOR will warrant and defend the title to said premises described above unto said Grantee and unto their heirs and assigns forever, against the lawful claims and demands of all persons claiming under GRANTOR, but none other.

COVENANTS AND RESTRICTIONS

Subject however, to the following covenants and restrictions:

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

REVERSION OF TITLE

1. In the event of a violation of any of the covenants and restrictions herein, the then current owner of the property shall cure the violation within 15 days of The City mailing to them a notice to cure, by regular mail, and/ or by posting the notice on the property or at the address of the owner. The address of the owner shall be the address on file with the Assessor of Deeds.
2. In the event that the owner fails to cure the violation of the covenants and restrictions within the time limits provided, or alternatively, in the event that the covenants and restrictions are violated more than twice in a twelve month period, title to the property shall revert to the City of Hannibal.
3. In the event of a an event triggering reversion as set out in paragraph 2 herein, the City shall have a general warranty deed conveying the property from the then current owners to the City of Hannibal, prepared at their expense, which the then current owners must execute before a notary and deliver to the City, who will record the deed at their expense. In the event that the then current owner fails or refuses to execute the deed within 15 days of presentation or demand, then the City may file suit for breach. Venue and jurisdiction shall be in the Circuit Court of Marion County.

Trial by jury is waived. If suit is filed, the then current owners shall bear the costs and reasonable attorneys fees of the City.

4. By their signature on this deed, Grantees agree to all of the covenants, restrictions, and terms of reversion herein, binding both themselves as well as any heirs, assigns, devisees, or any other person deriving an interest in the property by or through them.

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

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

By: _____
BARRY LOUDERMAN, Mayor

Attest: _____
Melissa Cogdal, City Clerk

STATE OF MISSOURI)
)ss.
COUNTY OF MARION)

On this _____ day of _____, 2024, before me personally appeared BARRY LOUDERMAN, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Mayor of **THE CITY OF HANNIBAL, a Municipal corporation of the State of Missouri**, and that the said instrument was signed and sealed on behalf of the City Council, and said Mayor acknowledged said instrument to be the free act and deed of said corporation.

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

(Seal)

Notary Public

My term expires the _____ day of _____, 20____.

By our signatures hereto we accept this transfer subject to the provisions contained herein, binding ourselves, as well as our heirs, assigns, devisees, or any other person deriving an interest in the property by or through us.



COREY ALLEN

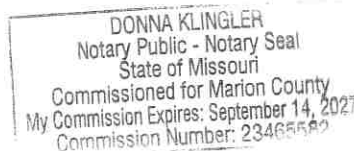
STATE OF Missouri)
)ss.
COUNTY OF Marion)

On this 18th day of January, 2024, before me personally appeared COREY ALLEN to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

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

(SEAL)

Notary Public





My term expires the 14th day of September, 2027.

01/18/2024
13:20:36

City of Hannibal
Office of the City Collector
Payment Receipt

Trans.# 202400000179
Drawer 3-01
Type SPEC

Receipt From:

COREY ALLEN

Description of Receipt
HOUSE SALE

SALE OF CITY PROPERTY - 10.1062 \$575.00

Amt. Received \$575.00

Check# 10472 /

RESOLUTION NO. 2498-24

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR
TO EXECUTE A SPECIAL WARRANTY DEED TO COREY ALLEN FOR THE
SALE OF CITY OWNED PROPERTY LOCATED AT 1527 S. ARCH IN THE
AMOUNT OF \$575.**

WHEREAS, the City of Hannibal is the owner of a vacant lot at 1527 S. Arch,
and

WHEREAS, Corey Allen would like to purchase this property, and

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

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

SECTION ONE: That the Mayor is hereby authorized to execute a contract on behalf of
the City of Hannibal for the sale of a vacant lot at 1527 S. Arch in the amount of \$575 to
Corey Allen.

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

ADOPTED THIS 6th DAY OF FEBRUARY 2024.

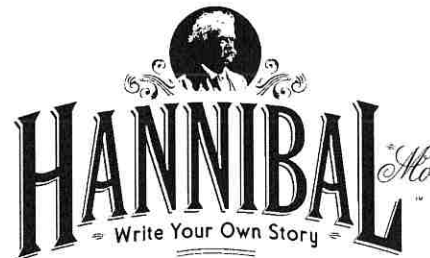
APPROVED THIS 6th DAY OF FEBRUARY 2024.

BARRY LOUDERMAN, MAYOR

ATTEST:

MELISSA COGDAL, CITY CLERK

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



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

FROM: Andrew Dorian

DATE: 1/30/2024

RE: Waiving Objection

The City of Hannibal leases out tracts of land at the Hannibal Regional Airport to individuals to construct private airport hangars.

The City currently has a hangar lease with On Premise L.L.C at the airport.

On Premise, L.L.C. has been requested to enter into a Commercial Pledge Agreement with Fortress Bank, regarding certain financing transactions between them.

Entering such agreement could be construed to be a violation of the said lease agreement between On Premise, L.L.C. and the City of Hannibal, and On Premise L.L.C., has therefore requested that the City of Hannibal waive objection to the execution of such Commercial Pledge Agreement.

Upon legal review of the agreement the City of Hannibal has determined that it does not have an objection to the entering of such agreement by On Premise, L.L. C, as it will not unfairly affect the rights of the City of Hannibal.

Therefore, the City of Hannibal consents to the execution of such Commercial Pledge Agreement by On Premise, LLC and the consent shall not be construed to modify or amend the existing lease agreement, which shall remain in full force and effect.

RESOLUTION NO. 2499-24

A RESOLUTION WAIVING OBJECTION AND CONSENTING TO EXECUTION OF A COMMERCIAL PLEDGE AGREEMENT BY ON PREMISE, L.L.C.

WHEREAS, the City of Hannibal operates the Hannibal Airport, and in the normal operations of the airport, the City leases tracts to private individuals and entities to allow them to construct and utilize private airplane hangar space, and

WHEREAS, the City previously entered into a lease agreement with On Premise L.L.C., regarding a hanger building located at said airport, and

WHEREAS, said On Premise, L.L.C. has been requested to enter into a Commercial Pledge Agreement with Fortress Bank, regarding certain financing transactions between them, and

WHEREAS, entering such agreement could be construed to be a violation of the said lease agreement between On Premise, L.L.C. and the City of Hannibal, and On Premise L.L.C., has therefore requested that the City of Hannibal waive objection to the execution of such Commercial Pledge Agreement; and

WHEREAS, upon review of the agreement the City of Hannibal has determined that it does not have an objection to the entering of such agreement by On Premise, L.L. C, as it will not unfairly affect the rights of the City of Hannibal.

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

SECTION ONE: That the City of Hannibal consents to the execution of such Commercial Pledge Agreement by On Premise, LLC.

SECTION TWO: That this consent shall not be construed to modify or amend the existing lease agreement, which shall remain in full force and effect.

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

ADOPTED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

ATTEST:

Barry Louderman, Mayor

Melissa Cogdal, City Clerk



CITY OF HANNIBAL

DEPARTMENT OF PUBLIC WORKS

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: DONNA KLINGLER, DPW MANAGEMENT ASSISTANT
SUBJECT: Code Amendment Updating Fire Code
DATE: January 30, 2024

Code Changes Updating Fire Code from 2012 to 2018

Please reschedule the public hearing scheduled for February 7, 2024, at 6:45p.m. on Updating Fire Code to February 20, 2024, at 6:45 p.m. Due to not having a copy of ordinance and date the being advertised wrong.



CITY OF HANNIBAL

DEPARTMENT OF PUBLIC WORKS

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: DONNA KLINGLER, DPW MANAGEMENT ASSISTANT
SUBJECT: REZONING OF 574 CLINIC ROAD
DATE: JANUARY 19, 2024

An application has been received from Anna and Rodney Bushmeyer.. Their request is to re-zone their property from D Highway Business to B Multiple Family.

The Planning and Zoning Commission held their public hearing on January 18, 2024. The Department of Public Works has requested that Council set their public hearing date for Tuesday, February 20, 2024, at 6:30 P.M.



CITY OF HANNIBAL

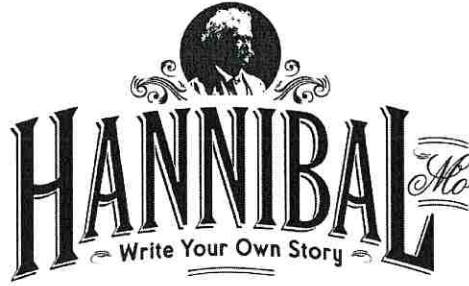
DEPARTMENT OF PUBLIC WORKS

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: DONNA KLINGLER, DPW MANAGEMENT ASSISTANT
SUBJECT: Code Amendment Updating Recreational Marijuana
DATE: January 30, 2024

Code Changes Updating Recreational Marijuana

The Planning and Zoning is having their Public Hearing on updating the ordinance for recreational marijuana on February 15, 2024, and would like to ask council to set a Public Hearing for February 20, 2024, at 6:15 p.m.



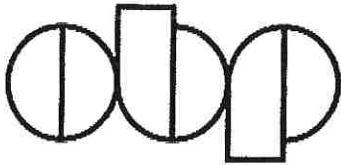
MEMORANDUM

TO: Mayor Louderman and Members of City Council
CC: Lisa Peck, City Manager
FROM: Trisha O'Cheltree- HCVB Director
DATE: February 6th 2024
REGARDS: Website Maintenance Estimate – Osborn, Barr & Paramore

WEBSITE MAINTENANCE

The Hannibal Convention & Visitors Bureau (HCVB) is requesting council approval for the Mayor to sign an agreement covering website maintenance with Osborn, Barr & Paramore (OBP), including bug repairs and minor updates for \$3,150 during calendar year 2024.

This estimate includes agency fees associated with maintaining our website from Jan 24-Dec-24, allows for bug fixes and plugin updates. This agreement includes up to 20 hours of maintenance and up to \$150 in hard costs for plugin fees associated with the site. If there is a bug/minor update requiring less than 2 hours, OBP will fix it immediately and notify us. Anything over 2 hours will require client approval.



Osborn & Barr Communications, Inc. • 2 City Place • Suite 200 • Creve Coeur, MO 63141

Estimate

Hannibal Convention & Visitors Bureau
925 Grand Ave
P.O. Box 188
Hannibal, MO 63401

Estimate : 43861 - 1

Date : 1/19/2024

Page : 1 of 1

Estimate: 043861 VisitHannibal FY24 Web
Maintenance

Job: 063639 VisitHannibal FY24 Web
Maintenance

Quote: 01

Client Reference:

This estimate includes agency fees associated with maintaining vistihannibal.com from January 2024 until December 31, 2024. Allows for bug fixes to current functionality and plugin updates. This estimate includes up to 20 hours of website maintenance and up to \$150 in hard costs for plugin fees associated with the site. If there is a bug/minor update less than 2 hours, OBP will fix immediately and notify the client. Anything over 2 hours, we will require client approval. Maintenance will be re-estimated in January 2024.

Total For Estimate: \$3,150.00

This estimate is subject to a +/- 10% variance.

The costs are based upon our understanding at this time. These costs do not include any allowances for revisions or changes after this date. This estimate is subject to review if not approved within (30) days or if production is not complete within (60) days. Photo and broadcast estimates do not allow for "Rain Out" or "Cancellation Fees".

Payment:

Upon termination of the agreement Osborn & Barr Communications, Inc shall be entitled to receive the compensation and expenses in its entirety as provided herein for its services as outlined herein for advertising/public relations purchased, and for any uncancellable materials and/or contracts finished or in preparation. Photo illustrations are based upon a "usage fee" unless otherwise noted. Freight, delivery and postage expenses are estimates only. Actual costs will be billed accordingly.

All information about Osborn & Barr Communications, Inc and its clients, shall be deemed confidential information. You agree to keep all information confidential and not to use or disclose any confidential information to any person or entity without Osborn & Barr Communications, Inc's prior written approval. You acknowledge that any breach by you of the foregoing could cause irreparable injury to Osborn & Barr Communications, Inc. and may not be measurable or fully or adequately compensable in money damages.

Agency
Authorization:

Date: 1/19/2024

Client Approval
Approved By:

Date:

Remit Payment to: PO Box 11750, St. Louis, Missouri 63105



ELECTRIC WATER SEWER STORMWATER

3 Industrial Loop Drive | PO Box 1589 | Hannibal, MO 63401 | (573)-221-8050

www.HANNIBALBPW.org



MEMO

To: Mayor & City Council

From: Darrin Gordon, General Manger

Date: January 29, 2024

Re: MPUA Mutual Aid Agreement

Background:

The HBPW maintains and operates our utilities with a skilled workforce. We do not have the number of employees to be able to quickly restore infrastructure in the event of a large weather event that takes out a significant amount of our systems. An active Mutual Aid Agreement allows the statewide or nationwide utilities to respond to utilities that need large emergency repairs.

The HBPW has participated in the MPUA (Missouri Public Utility Alliance) and APPA (American Public Power Association) for decades. The HBPW has been both a recipient and provider of help when needed. The HBPW's response to emergencies has earned us a strong reputation and our staff and equipment is always welcomed by the communities we respond to help.

Action Requested:

I'm requesting that the Mayor & City Council approve the MPUA Mutual Aid Agreement for 2024-2025.

Mutual Aid Policy & Procedures



2200 Maguire Blvd.
Columbia, MO 65201
573-445-3279 ~ 573-445-0680 (fax)
MPUA.org

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Missouri Public Utility Alliance Mutual Aid Policy

The Missouri Public Utility Alliance (“MPUA”), an independent interlocal body corporate and politic pursuant to §§ 70.210 through 70.320, RSMo., determined a need exists for its municipal utility members to offer assistance to each other in the event of an emergency that affects the operation of their respective utilities. The MPUA Mutual Aid Policy allows only the Missouri, Arkansas, Mississippi, and Nebraska municipal utility MPUA Members, the MPUA RSC, (hereafter, “MPUA Member(s)” or “Member(s)”) to participate in this program.

These public entities are empowered to make and enter into mutual aid agreements with other public and private agencies within and without the state for reciprocal emergency aid.¹ Mutual aid agreements establish the terms under which one party sends resources (i.e. personnel, teams, facilities, equipment and supplies) to another party. The MPUA Mutual Aid Policy is designed to allow MPUA Members, to their mutual benefit, to obtain assistance, account for, order, and mobilize outside resources efficiently and effectively. This Policy is designed to support and aid MPUA Members in building secure and resilient utility systems.

Benefits of joining the MPUA Mutual Aid program rather than simply having a verbal agreement are as follows:

- a. An oral agreement may not satisfy applicable legal requirements,
- b. Oral agreements inevitably lack sufficient detail to account for the various scenarios that can develop in emergency situations,
- c. Oral agreements often result in misunderstandings between the participating entities which in turn may create ill will between the parties possibly compromising the effectiveness of the plan,
- d. Oral agreements greatly increase the exposure of participating entities to civil liability arising from rendering or receiving aid, and
- e. Finally, participating entities would not qualify for disaster relief from FEMA because FEMA requires local mutual assistance programs to be in writing and appropriately authorized.

This Policy manual does not provide legal authority or direction and does not supersede MPUA Members’ applicable legal authorities or the constraints of those authorities having jurisdiction. MPUA Members should consult with their applicable legal authorities before entering into this, or any other, mutual aid agreement.

You Are Part of a Team

As a Member of MPUA, you are part of a team. Along with your fellow Member municipal utilities, you may either request or provide emergency assistance when a natural disaster or emergency threatens service to the customers. All mutual aid is completely voluntary. A Member

¹ See Missouri §44.090, RSMo., Arkansas §12-75-119(i) A.C.A., Mississippi §33-15-19, Miss. Code Ann., and Nebraska §81-829.48(2), R.R.S. Neb. **NOTE: Nebraska law requires the Nebraska Governor’s approval for such mutual aid agreements with cities and entities outside the State of Nebraska.**

utility may accept or decline aid from any other participating Member. An actual disaster declaration is not necessary to utilize this mutual aid program. When a participating Member utility finds itself in a situation lacking the necessary resources to meet an emergency, such member can turn to the MPUA Mutual Aid Program to help provide the needed economic and logistical efficiencies to support any gaps in resources and capability. It is this spirit of cooperation, neighbor helping neighbor, that has given strength and reliability to the MPUA member utility systems for many years.

The following information will serve as standard procedure, under the MPUA Mutual Aid Policy, whenever emergency assistance is needed. Please read it carefully so you will be able to place a call for help or respond to one in the event of an emergency. Should your utility require emergency assistance and if you need help making calls for aid, the MPUA Mutual Aid Coordinator will provide communication support. Depending on the extent of the emergency or your city location within the mutual aid region, utilities from outside your region may also be called upon to assist you.

The Time to Prepare is Now

A municipal utility's degree of preparedness will have a direct effect on the success of your recovery effort in the event of an emergency. The time for planning is before the emergency occurs. The MPUA Mutual Aid Program is designed to be utilized under conditions when time is of the essence to save lives, prevent human suffering, and/or mitigate property damage following an emergency. Take the time to read the suggested steps in this manual and implement the advanced planning necessary to secure your utility against a natural disaster, accident or other emergency. Some important preparedness steps you should take are as follows:

1. Designate a Utility Emergency Response Facilitator.
2. Utility staff should be familiar with all elements of the MPUA Mutual Aid Policy.
3. Train employees in their emergency roles during an emergency and rehearse mock disasters.
4. Establish protocols for communication, including pre-arranged communication frequencies and procedures which will be critical for effective execution. These protocols may include guidance on data services, backup systems and common alerting protocols that are necessary to establish on the scene coordination and communications for multijurisdictional responses.
5. Maintain an inventory of essential equipment. Keep an open purchase order with various vendors for use in emergency situations to avoid delays caused by the need for purchase authorization.
6. Assess the utility's vulnerable areas and make regular improvements to minimize these weaknesses.

7. Organize off-site backup systems for important utility functions, including computer programs and record keeping.

Restoration and Protection Through Mutual Aid

Planning for an emergency before it happens will not prevent the emergency from occurring. It will, however, enable an effective response to more effectively to minimize property damage and even save lives. Cooperation with Member municipal utilities through MPUA will ensure that your utility has the resources it needs to respond expeditiously and efficiently to restore your utility system, thereby protecting your customers and your community.

Process for Participation in Mutual Aid

To become a participating Member of the MPUA Mutual Aid Program the following is required prior to any request for assistance under the program:

1. The MPUA Member will pass by ordinance or resolution authorization for the MPUA Member to enter into the MPUA Mutual Aid Program (See Sample Ordinance at page 17 herein);
2. For Nebraska cities only, the MPUA Member will provide written verification of the Nebraska Governor's approval to enter into this out of state agreement pursuant to §81-829.48(2), R.R.S. Neb.;
3. The MPUA Member's executive officer will then execute the MPUA Mutual Aid Agreement (attached hereto and incorporated by reference);
4. The MPUA Member will provide MPUA with an executed copy of the MPUA Mutual Aid Agreement; and
5. The MPUA Member will provide, and update annually on January 2 of each successive year, the contact information for the individual designated as the Member's representative, the Utility Emergency Response (UER) Facilitator who shall be the person in the event of needed aid will be the contact person between the Member requesting aid and the Members rendering aid.

When You Plan

Put Your Plan in Writing

Develop a written plan for your utility to be used in the event of a natural disaster, accident, or other community emergency. Put it in writing; don't leave it as an undocumented idea. Once a strategy has been mapped out, it can be shared with employees and others in the community such as local fire, police, and EMS departments. This will allow them to prepare for their roles in an emergency recovery effort and provide a more rapid and effective response.

Determine Your System's Most Vulnerable Areas

Identify and describe the parts of your system that are the most susceptible to damage. Influences

such as extreme weather, including high winds and flooding, highway traffic, construction areas and fire hazards from gasoline can threaten your utility's security.

Don't neglect the protection and recovery of utility business records, legal and financial documents and personnel records.

Establish Priorities for Service in the Community

In the event of a widespread outage, a priority system will be needed for reestablishing service to customers in your community. Who will have the primary responsibility for identifying those customers to receive service first, particularly in winter weather? Analyze the most critical needs among customers and develop a priority system to clarify choices on service assignments during an outage.

Make an Inventory of Available Materials and Services

Evaluate the type of equipment and supplies your utility will need in an emergency. Maintain an inventory of essential equipment. Keep an open purchase order with various local merchants and other industry vendors for use in emergency situations to avoid delays caused by the need for purchase authorization. Develop a list of resources available in the community, such as generators, welders, and trucks. Update the list regularly.

Review and Rehearse Your Recovery Plan With Employees

Discuss with employees the details of the utility's emergency recovery plan. Repairs will begin faster and downtime will be minimized if employees have been trained in emergency response procedures.

Plan in Detail

The following list includes important elements in any emergency recovery program. Before the appropriate planning can begin, a Utility Emergency Response (UER) Facilitator must be designated.

This individual should have the authority to declare when an emergency exists, to direct the service restoration activities during that emergency and to terminate the emergency. The UER facilitator may have to initiate action at any time. Utility management should formally delegate sufficient authority to this person to allow the effective exercise of emergency response duties. This is an important condition, since the UER facilitator may have to contact other city departments, contractors, other electric utilities, suppliers, etc.

Advanced planning should include the following:

1. **Utility Command Center:** An operations center for dispatching work will need to be staffed throughout any emergency recovery operation. The center will:
 - a. take calls and complete outage sheets.
 - b. establish priorities for service.

- c. communicate with workers and dispatch crews.
- d. track work in progress.
- e. coordinate clean-up activities for scattered outages after utility services have been restored.
- f. track costs associated with recovery procedures.
- g. provide public information. Personnel should be designated for releasing information to the public. Statements concerning the emergency recovery in progress should be issued only by those individuals authorized to represent the utility. At this point, it may be advantageous to involve the city's governing body members in this process.

2. **Communication System:** Radio communication is a valuable timesaver in directing work within your city. As necessary, make arrangements with the local radio supplier to provide handheld radios tuned to a common frequency for use by crews. Today, cellular phones are also a valuable tool in the communication system, but depending on the nature of the emergency may be unavailable. Establish a line of command. This will ensure all crews know who is in charge and whom they can go to for direction/assistance.

3. **Fuel and Vehicle Maintenance:** Without power, fuel for utility vehicles, including those arriving from other utilities, may not be available from local gas service stations. Arrangements for fuel deliveries via tank truck from a petroleum dealer should be planned.

If fuel is stored at the utility in above-ground storage tanks, theft protection may need to be added. Also, in the event of a mechanical breakdown, a truck mechanic should be on call.

4. **Traffic Control and Auxiliary Lighting:** Advanced arrangements should be made with local police and fire departments to provide traffic control and auxiliary lighting to crews working in high traffic areas of darkness.

5. **Maps:** System and substation maps, laminated for use outside, will be helpful to crews in understanding the following:

- a. Where work is to be performed;
- b. Extent of damage; and
- c. Source of supply, direction of feed and location of sectionalizing equipment.

6. **Food, Lodging and Support Services for Crews:** The damaged utility shall have the responsibility of providing food and housing for the personnel of the assisting utility from the time of their arrival at the designated location to the time of their departure.

There is a limit to the length of time crews can work effectively and safely without sleeping. Supervisors need to watch workers for symptoms of severe fatigue and

provide an opportunity for rest. Other support services that may be necessary for outside work crews are:

- a. cash for workers' expenses.
- b. check cashing arrangements.
- c. telephone service.
- d. laundry service.
- e. local transportation.

Before You Call

Survey the Damage

Survey the location and severity of damage to your system before calling to request help.

Make a Quick Inventory of Specific Needs

Put together a short list of specific personnel, equipment, and materials you will need before you place a call. Identify areas of need (i.e. substations, transformer banks, distribution, service connections and pressure regulating stations), and the jobs for which you need assistance. This is essential to avoid unneeded personnel, equipment, and resources being sent.

Call The MPUA Mutual Aid Coordinator

If the situation is such that you cannot make calls for assistance yourself, call the MPUA Mutual Aid Coordinator. If telephone or normal radio contacts cannot be made, utilize the State Highway Patrol or County Sheriff to request help.

- Describe:**
- The nature of the emergency in your community.
 - Type of help, equipment, and number of crews your utility requires.
 - Other sources of help already contacted, such as neighboring utilities or private contractors.
 - Detail will alleviate and discourage the deployment of unnecessary resources.
- Indicate:**
- Where crews should report when they arrive in your city.
 - Estimated time (hours, days) crews will be needed.
- Establish:**
- Person who will serve as the Utility Emergency Response (UER) Facilitator, and the phone number to receive calls from the MPUA Mutual Aid Coordinator.
 - Time when you will re-contact the MPUA Mutual Aid Coordinator if incoming calls to your utility are not possible.

What Happens When You Get A Call For Help

- Contact:**
- Initial call will come from the MPUA Mutual Aid Coordinator. A utility representative should be designated to receive calls as part of the MPUA Mutual Aid Program. Both a primary and a backup representative should be identified in the event help is needed on weekends or after regular working hours.
- Response:**
- The decision to respond to the call for help is completely voluntary. Each participating Member may decide to offer assistance or may decide not to offer assistance. That decision is completely at the discretion of the utility receiving the call for help.
- Advise:**
- Responding Member will advise the MPUA Mutual Aid Coordinator AND the requesting Member (if possible) of its availability and the personnel, equipment, material, or other resources it can provide and for what period of time.
 - Requesting Member will then advise the number and type of personnel, equipment, material, or other resources that are needed along with an estimate as to the period of time (days, weeks) they will be needed.
- Determine:**
- Which personnel and what equipment, materials, and/or resources will be sent.
 - Give the requesting Member (if possible) AND the MPUA Mutual Aid Coordinator the names of utility personnel who will be sent to assist a neighboring community. Be specific. Explain in detail what equipment will be taken, e.g. aerial devices, digger derricks, poles, transformers, backhoes, welders, etc.
- Provide:**
- Responding Member will provide Certificates of Insurance to the requesting Member utility.
- Establish:**
- Day and time for personnel and equipment to be provided.
 - Location responding personnel and equipment are to report for service assignments.
 - Name of person responding Member is to contact, along with that person's contact information.
 - Address, and person (if applicable) that the responding Member is to send its invoice following the rendering of aid.
- Confirm:**
- Directions for Travel and Where crews are to report. In the event main roads into and in a community are closed, determine what route is available for travel.

When You Respond With Help

Estimate Time Involved for Your Utility Personnel

Utility crews will need to know the approximate time they will need to be away from home. If an overnight stay is anticipated, workers should plan appropriately and include personal items for an extended work schedule.

Share Information with Your Utility Personnel Before They Depart

Don't assume workers understand the nature of their roles in the mutual aid program. Explain your utility's involvement in the MPUA Mutual Aid Program and specifically what duties your workers will be expected to perform. Provide them with information on where to report once they arrive in the neighboring community.

Document Time and Cost

Mutual aid assistance is provided according to the principles specified under "Mutual Aid Charges/Reimbursable Expenses". Document time and materials used by your utility personnel so reimbursement can be made by the assisted utility.

When The Emergency Is Over

Terminate Emergency Operations

At some time, the greater portion of the system will have been restored to service. Meanwhile, the normal business of the utility has been on hold. At that time, the UER facilitator should formally terminate the emergency operation and return workforces and resources to normal operation. However, some restoration work may still be required as crew time is available.

Accounting Reconciliation

During the challenge of restoring the integrity of the utility's systems, inventory may shrink unnoticed. Proper accounting of material, labor, food, fuel, and a host of other items may be neglected because the personnel who normally monitor these facets of operation are assisting in the all-out effort to restore essential utility services.

However, a day of reckoning will come especially for the public body. The UER facilitator must be a ready resource person to whom the accounting section can look for correct answers to their concerns about the disposition of city property and funds. Although the emergency is formally over, it is not over for the UER facilitator until all accounting work is completed.

Evaluate the Effectiveness of the Response to the Emergency

Major emergency restoration work is seldom perfect. Superior performance should be praised, but ignoring things that did not go well or mistakes that could have easily caused injury or death is not wise. Mistakes must be addressed.

The UER facilitator is obligated to work with management in completing a review of the response to this emergency. That review should be factual and dispassionate. Lessons learned should be identified and submitted to MPUA for the benefit of all Members.

Mutual Aid Charges/Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided under the Mutual Aid Program shall be in accordance with the following provisions:

1. **Personnel:** During the period of assistance, the assisting utility shall continue to pay its employees according to its prevailing rules and regulations. The utility receiving aid shall reimburse the assisting utility for all direct or indirect payroll costs and expenses incurred during the period of assistance, including but not limited to, employee pensions and benefits as defined in Account No. 926 of the Uniform System of Accounts as prescribed by the Federal Energy Regulatory Commission.
2. **Equipment:** The assisting utility shall be reimbursed for the use of its equipment during the period of assistance according to either a pre-established hourly rate or according to the actual operation and maintenance expenses incurred.
3. **Material and Supplies:** The assisting utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance unless such damage is caused by negligence of the assisting utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the damaged utility will replace, with a like kind and quality as determined by the assisting utility, the materials and supplies used or damaged.
4. **Payment:** The assisting utility shall bill the utility receiving aid for all reimbursable expenses not later than forty-five (45) days following the return of all of the assisting Member's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Member's UER Facilitator. The utility receiving aid shall pay the bill in full as directed by the assisting utility. The assisting utility must document sufficiently to support its claims for reimbursable expenses.

Insurance Coverage

Each public and/or private entity participating in the MPUA Mutual Aid Program shall be responsible for its own actions and those of its employees and is responsible for complying with its respective state's Workers' Compensation laws and motor vehicle financial responsibility laws. To the extent permitted by law and without further waiving sovereign or municipal immunity, each participating Member to this mutual aid program will be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this MPUA Mutual Aid Policy. Specifically, each City participating in the MPUA Mutual Aid Program, shall confirm with their insurance carrier that the city's insurance coverage continues for employees working outside their home city as long as that individual is working as an agent of his/her city and not in a freelance capacity.

In addition, the assisting city shall provide proof of insurance for automobiles, workers compensation, and general liability insurance. Each city should have in its file a letter from their own insurance carrier authorizing them to work under the guidelines of this mutual aid process, and that there will be no lapse in their insurance coverage either on employees, vehicles, or general liability. A city may satisfy this requirement through self-insurance and/or through one or more insurance policies.

In the event of an accident, insurance deductibles on vehicles are paid, up to a maximum of \$1,000, by the utility receiving services. These deductibles vary by policy.

Consistent with the principles of sovereign and municipal immunity, under no circumstances shall the assisting city, its officers or employees, be liable to the requesting city, its officers, employees, inhabitants, or others, for any damages arising in any way as a result of the rendering of such aid or the failure to respond to a call for such aid. Also, under no circumstances shall the city requesting aid be liable to the assisting city, its officers, employees, inhabitants, or others for any damage arising in any way from the response to such a request for aid or the rendering thereof. However, in the event of willful misconduct or recklessness by either the assisting city, the requesting city, their officers or employees, these limitations of liability shall not apply.

Participating City Assistance

It is a participating Member's individual responsibility to determine whether, in its sole discretion, responding to a mutual aid request for support is practicable and advisable. If a participating Member is called upon and determines that it is not practicable or advisable to respond to the request, the request and lack of response shall not constitute or establish a basis for any claim against any participating Member that fails or declines to respond.

Likewise, any participating Member, who has requested assistance, may decline such assistance in order to avoid excessive and unnecessary expenses or for any other reason the requesting Member, in its sole discretion, determines to decline such offered assistance.

The MPUA Mutual Aid Policy does not preclude participating Members from entering into supplementary and/or additional agreements for mutual aid with the State of Missouri, other states, other governmental and/or private entities.

MPUA Assistance

MPUA's sole responsibility is to facilitate the participation of Member cities in emergency assistance for their mutual benefit. MPUA receives no consideration as a result of this Agreement, and MPUA IS NOT RESPONSIBLE FOR ANY OF THE ASSISTANCE PERFORMED OR THE FAILURE TO PERFORM ASSISTANCE UNDER THIS PROCESS. Consequently, to the extent permitted by law,² the assisted city shall indemnify and hold harmless MPUA for and against any claim brought against MPUA as a result of any assistance rendered or not rendered to the assisted city, and shall pay or reimburse MPUA for any and all costs, expenses and losses which are actually sustained or incurred by MPUA as a result of any assistance rendered or not rendered to the assisted city.

[REMAINDER OF PAGE LEFT BLANK]

² The Mutual Aid Agreement is a public "construction work" agreement for repair of utility structures between political subdivisions. Section 434.100, RSMo. applies to both public and private "construction work" agreements (§434.100.1, RSMo). The rule provided for in Section 434.100 does not apply to "a contract or agreement between state agencies or political subdivisions or between such governmental agencies." (§434.100.2(3), RSMo.). In addition, §434.100.3 specifically states "[f]or purposes of this section, "construction work" shall include, but not be limited to, the construction, alteration, maintenance or repair of any building, structure, highway, bridge, viaduct, or pipeline, or demolition, moving or excavation connected with, and shall include the furnishing of... engineering, planning, or management services, or labor, materials or equipment, in connection with such work." Indemnification is not prohibited by a political subdivision, including a municipality, when it arises out of a contract or agreement for "construction work."

MPUA MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the signatories (hereafter referred to as “Party” or collectively as “Parties”) to the MPUA Mutual Aid Policy agrees as follows:

Whereas, the laws of the States of Missouri, Arkansas, Mississippi, and Nebraska provide that these public entities are empowered to make and enter into Mutual Aid Agreements with other public and private entities to more effectively allocate utility services, and other public safety services and resources during emergency situations;

Whereas, the Parties to this Agreement do not possess all of the necessary resources to cope with every possible emergency or disaster by themselves, and an efficient, effective response can best be achieved by the application and leveraging of the collective resources of the Parties;

Whereas, the Parties to this Agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint exercises in advance of a sudden and immediate need to enhance the efficiency and effectiveness of their response to any emergency or disaster;

Whereas, it is desirable that each of the Parties hereto, within their sole discretion, should provide aid and assistance to each other in the event of an emergency situation by the interchange and exchange of utility personnel, equipment, resources, and services; and

Whereas, it is necessary and desirable that this Mutual Aid Agreement be executed for the interchange and exchange of such mutual assistance to the Parties of the MPUA Mutual Aid Program.

Now, therefore, it is hereby agreed by and between each and all of the Parties hereto as follows:

1. Mutual Aid Voluntary: Participation in the MPUA Mutual Aid is completely voluntary. No Party is required to provide mutual aid, no Party is required to accept mutual aid under the MPUA Mutual Aid Policy and this Agreement.
2. Request For Aid: The requesting Party to this Agreement will make its request for mutual aid through the MPUA Mutual Aid Coordinator within a reasonable time after aid is needed and with reasonable specificity.
3. Compensation: The requesting Party agrees to compensate the Party providing the mutual aid as specified in the MPUA Mutual Aid Policy. This includes the period of time beginning with the departure of any personnel and/or equipment of the assisting Party from any point for the purpose of traveling to provide assistance exclusively to the requesting Party and ending on the return of all of the assisting Party’s personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Party’s UER Facilitator.
4. Discretionary rendering of aid: Rendering of mutual aid, pursuant to this Agreement, is entirely at the discretion of the Party who has been requested to provide mutual aid. This

Agreement of mutual aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal or state governments or upon receiving federal or state funds.

5. Invoice to the requesting Party: The assisting Party shall invoice for all reimbursable expenses, as set out in the MPUA Mutual Aid Policy, not later than forty-five (45) days following the return of all of the assisting Party's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Party's UER Facilitator. The requesting Party, who received mutual aid, shall pay the invoice as directed by the assisting Party, who rendered aid.
6. Documentation of expenses: The assisting Party must document sufficiently all expenses to support its claims for reimbursement of such expenses.
7. MPUA Mutual Aid Policy controls: The Parties to this Agreement agree and acknowledge they have read the MPUA Mutual Aid Policy which the terms and conditions thereof control this Agreement. The Parties to this Agreement expressly agree to all terms and conditions contained in the MPUA Mutual Aid Policy on the date of each Party's final execution of this Agreement.
8. Insurance Requirements: Each Party participating in mutual aid shall be responsible for its own actions and those of its employees and is responsible for obtaining and maintaining the following insurance:
 - a. Workers Compensation: Each Party shall comply with its respective state's Workers' Compensation law, including extraterritorial coverage as required.
 - b. Automobile Liability Coverage: Each Party shall comply with its state's motor vehicle financial responsibility laws, including extraterritorial coverage as required.
 - c. General Liability Coverage: To the extent permitted by law, each Party shall be responsible for any and all claims demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement and in accordance with the MPUA Mutual Aid Policy.
9. Limitation of Liability: The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or third parties, and no third party or third parties shall have any right of action whatsoever hereunder for any cause whatsoever against any Party, including MPUA.
10. MPUA's Role: The Parties acknowledge MPUA's sole role is the facilitation and coordination of the Parties' efforts to render reciprocal mutual aid when such needs arise. The Parties further acknowledge that MPUA receives no consideration for its role in this program but has agreed to facilitate the program for the sole benefit of the Member cities.

11. Term of the Agreement: This Agreement shall become effective as to each individual participating Party when it is approved and executed by that Party. The Agreement shall remain in effect as between each and every Party until participation in this Agreement is terminated by the Party in writing. Termination of participation in this Agreement by a Party shall not affect the continued operation of this Agreement as between the remaining Parties. Any Party to this Agreement may terminate participation in this Agreement upon thirty (30) days written notice addressed to the MPUA Mutual Aid Coordinator.
12. Modification or Amendment: This MPUA Mutual Aid Agreement and/or the MPUA Mutual Aid Policy may be modified and/or amended in writing signed by all participating Members. Failure to agree to an amendment will result in that participating Member terminating this Agreement.
13. Counterparts: The Parties may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
14. Execution of Agreement: Each Party hereto has read, agreed to, and executed this mutual aid Agreement on the date indicated. The executor of this Agreement states they have the necessary authority from their jurisdiction or entity to bind their respective jurisdiction or entity named herein, and that all proper municipal/entity approval(s) to enter into this Agreement have been granted and/or approved.

In Witness Whereof, this Agreement has been approved and executed, and is effective and operative as to each of the Parties, who fully execute this Agreement, as herein provided.

_____, Date _____

_____, Date _____

Signature and Title

City of _____

Attested by: _____, Date _____

Signature and Title

**Please send signed Agreement
and completed MPUA Mutual Aid Coordinator Reference Sheet to:**

MPUA

ATTN: Konda Bentley

2200 Macquire Blvd.

Columbia, MO 65201

MPUA MUTUAL AID COORDINATOR REFERENCE SHEET
(This sheet MUST accompany the signed Mutual Aid Agreement)

CITY OF _____

Designated Utility Emergency Response (UER) Facilitator Contact Information:

Name: _____

Address: _____

Office Phone: _____

Cell Phone: _____

Email: _____

Are there special provisions affecting overtime hours worked by your employees?

Yes _____ No _____

Please describe those provisions or terms: _____

BILL NO. 24-005

ORDINANCE NO.

FIRST READING: 02.06.2024

SECOND READING:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HANNIBAL,
MISSOURI, AUTHORIZING THE PRESIDENT OF THE BOARD OF PUBLIC
WORKS TO SIGN AN MPUA MUTUAL AID AGREEMENT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
HANNIBAL, MISSOURI AS FOLLOWS:**

SECTION 1.

The City Council of the City of Hannibal, Missouri hereby authorizes the President of the Board of Public Works to sign an MPUA Mutual Aid Program Agreement by and between the City of Hannibal and the Missouri Public Utility Alliance, a copy of which is attached hereto.

SECTION 2.

This ordinance shall be in full force and effect from and after its date of passage and approval.

Adopted this ____ day of _____ 2024.

Approved this ____ day of _____ 2024.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk



ELECTRIC WATER SEWER STORMWATER

3 Industrial Loop Drive | PO Box 1589 | Hannibal, MO 63401 | (573)-221-8050

www.HANNIBALBPW.org



MEMO

To: Mayor & City Council

From: Darrin Gordon, General Manger

Date: January 29, 2024

Re: WTP Roof Replacement - Purchase Policy Exception

Background:

The HBPW has recently engineered, bid, selected, and substantially completed the replacement roofing of the WTP (Water Treatment Plant) at River Park. Bids were accepted and utilized the unit price bidding option. Unit price bidding is used to provide flexibility in amending contracts through an addendum that ensures the completion of a project.

We have not yet completed the project and would like to amend the original contract through a change order to increase the quantities to complete the additional buildings. Attached is the original bid tab with the quantity prices that would be used for the additional buildings. Utilizing a unit price bid will allow the addition or subtraction from a project to match the available funds. The WTP roof was in the FY23 budget, but due to unfavorable bids and material delays was pushed to FY24. In this same fiscal year, we had monies to address the roofs of the pump house and booster pump station. We will also avoid additional engineering and administrative costs.

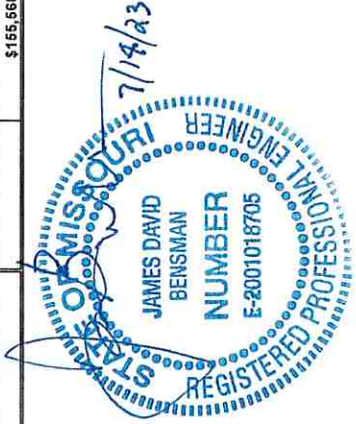
Action Requested:

I'm requesting that the Mayor & City Council approve the HBPW to amend the current Water Treatment Plant Roof replacement to cover the roofing of the River Pumphouse and Pleasant Street Booster Pump Station.

HANNIBAL BOARD OF PUBLIC WORKS WATER TREATMENT PLANT ROOF REPLACEMENT -- RE-BID RE-BID DATE: FRIDAY, JULY 14, 2023, 10:00 A.M. MECO PROJECT NO. 284-169									
ENGINEER'S ESTIMATE MECO ENGINEERING CO., INC. 3120 PALMYRA ROAD Hannibal, MO 63401 PH: 573-221-4048					1 MARTIN GENERAL CONTRACTORS PO BOX 31 EOLIA, MO 63344 PH: 573-485-2107				
2 BLEIGH CONSTRUCTION COMPANY PO BOX 957 HANNIBAL, MO 63401 PH: 573-221-2247					3 WATKINS ROOFING, INC. 4401 L-70 DRIVE SOUTHEAST COLUMBIA, MO 65201 PH: 573-449-2951				
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BID OPTION A - STANDING SEAM METAL ROOF									
ITEMS									
1	Existing Roof Demolition & Disposal	1	LS	\$100,000.00	\$100,000.00	\$9,722.00	\$9,722.00	\$0.00	\$32,835.00
2	New 5/8" Sheathing	480	S.F.	\$11.80	\$5,664.00	\$4.00	\$1,920.00	\$0.00	\$2,880.00
3	New #30 Felt Underlayment	88	SQUARE	\$39.50	\$3,476.00	\$30.00	\$2,640.00	\$0.00	\$10,099.76 (1)
4	24 ga. Standing Seam Metal Roof	88	SQUARE	\$2,000.00	\$176,000.00	\$2,242.00	\$197,296.00	\$0.00	\$286,857.12 (2)
5	New Seamless Aluminum Gutters	338	L.F.	\$20.00	\$6,760.00	\$13.00	\$4,394.00	\$0.00	\$5,380.68 (3)
6	New Aluminum Down Spouts	264	L.F.	\$10.00	\$2,640.00	\$13.00	\$3,432.00	\$0.00	\$3,247.20 (4)
7	Flashing	650	L.F.	\$40.00	\$26,000.00	\$8.00	\$5,200.00	\$0.00	\$3,900.00
8	Fascia Flashing	438	L.F.	\$14.20	\$6,219.60	\$6.00	\$2,628.00	\$0.00	\$2,628.00
9	Roof Vents and Flashing	1	LS	\$40,000.00	\$40,000.00	\$4,373.00	\$4,373.00	\$0.00	\$5,985.00 (5)
10	Remove/Reinstall Lightning Arrestor	1	LS	\$10,000.00	\$10,000.00	\$5,950.00	\$5,950.00	\$0.00	\$1,200.00
TOTAL OPTION A					\$376,769.60		\$237,565.00		\$354,992.76 (6)

BID OPTION B - ASPHALT SHINGLES									
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ITEMS									
1	Existing Roof Demolition & Disposal	1	LS	\$100,000.00	\$100,000.00	\$9,722.00	\$9,722.00	\$0.00	\$0.00
2	New 5/8" Sheathing	480	S.F.	\$11.80	\$5,664.00	\$4.00	\$1,920.00	\$0.00	\$0.00
3	New #30 Felt Underlayment	88	SQUARE	\$39.50	\$3,476.00	\$30.00	\$2,640.00	\$0.00	\$0.00
4	Ice and Snow Underlayment	1179	S.F.	\$10.00	\$11,790.00	\$2.00	\$2,358.00	\$0.00	\$0.00
5	New Black Architectural Shingles	88	SQUARE	\$28.40	\$2,499.20	\$1,385.00	\$121,880.00	\$0.00	\$0.00
6	New Seamless Aluminum Gutters	338	L.F.	\$20.00	\$6,760.00	\$13.00	\$4,394.00	\$0.00	\$0.00
7	New Aluminum Down Spouts	264	L.F.	\$10.00	\$2,640.00	\$13.00	\$3,432.00	\$0.00	\$0.00
8	Flashing	545	L.F.	\$14.20	\$7,739.00	\$8.00	\$4,360.00	\$0.00	\$0.00
9	Roof Vents and Flashing	1	LS	\$10,000.00	\$10,000.00	\$4,373.00	\$4,373.00	\$0.00	\$0.00
10	Remove/Reinstall Lightning Arrestor	1	LS	\$5,000.00	\$5,000.00	\$5,950.00	\$5,950.00	\$0.00	\$0.00
TOTAL OPTION B					\$155,568.20		\$161,029.00		\$225,544.95

(1) Multiplication Error by Contractor
(2) Multiplication Error by Contractor
(3) Multiplication Error by Contractor
(4) Multiplication Error by Contractor
(5) Incorrect Unit and/or Total Price Error by Contractor
(6) Incorrect Calculated Values due to Pricing Errors by Contractor



CONTRACT CHANGE ORDER **SECTION 009357**

Change Order No. 1
Project No. 284-169

Sheet 1 of 1

Recommended: MECO Engineering Co.
(Engineer)

To: Martin General Contractors
(Contractor)

From: Hannibal Board of Public Works
(Owner)


You are hereby directed to make the following changes:

I. Reason for change and effect on completion time (if any): Provide materials, installation, labor and any associated items to install new Standing Seam Metal Roof and Guttering for Pump House and Pleasant St. Booster Station to match the WTP. See attachments.

II. Cost of work affected by this Change Order:

Item No.	Item Description	Bid Amount			Previous Change Orders		This Change Order		Revised Contract
		Quantity/Units	Unit Price	Value	C.O. #	Quantity Changed	Increase Qty. Decrease Qty.	Amount Added or Deducted	
	Standing Seam Metal Roof and Guttering for Pump House and Pleasant St. Booster Station						1 LS	\$58,130.00	1 LS
Total This Sheet:									

1. Original Contract Amount: \$237,555.00
2. Add or Deduct This Order Totals: \$58,130.00
3. Add or Deduct Previous: \$0.00
- (Line 4 of previous order)
4. Total Add or Deduct to Date (2+3): \$58,130.00
5. Revised Contract Amount (1+4): \$295,685.00

James D. Bensman, PE, SE  1/10/23
Recommended: Engineer - MECO Engineering Company Date

Ordered: Owner Date
Accepted: Contractor Date

Change Order is subject to all provisions of the Contract Documents and is not in effect unless signed by all parties.



Proposal

Date:	Proposal #:
11/17/2023	4245

160 Saint Catherine Str
Florissant, MO 63031
314-921-2390
636-828-4006

Customer Information

Mike Martin
111 Savannah Dr
Troy, MO 63379

Fax 314-831-5889
copal@copalconstruction.com

www.copalconstruction.com

Rep: KN

Rep #: 636-295-3331

Rep email: kyle@copalconstruction.com

Description	QTY.	Amount
Job Location: 37 Riverview Park Rd, Hannibal 63401		
ROOF 3:		
Remove Laminated comp shingle roofing w/felt 18.58 sq		
Ice & Water barrier - high temp 726.38 sf		
Roofing felt - synthetic underlayment 18.58 sq		
Standing seam metal roofing 1857.89 sf		
Ridge vent - metal roofing - floating ventilator 50.17 lf		
Butyl tape - sealing metal roofing panels for low slope 342.46 lf		
R&R eave trim for metal roofing - 26 gauge 110.33 lf		
Sidewall flashing for metal roofing - 26 gauge 12 lf		
Cable trim for metal roofing - 26 gauge 131.79 lf		
R&R valley metal - (W) profile 29.07 lf		
R&R metal Z flashing 100.33 lf		
Total Roof 3	1	45,500.00
ROOF 4:		
Remove Laminated - comp shingle roofing w/felt 3.40		
Ice & water barrier - high temp 222.17 lf		
Roofing felt - synthetic underlayment 3.40		
Standing seam metal roofing 340.47 sf		
Ridge vent - metal roofing - floating ventilator 17 lf		
R&R eave trim for metal roofing - 26 gauge 34 lf		
Gable trim for metal roofing - 26 gauge 40.06 lf		
R&R metal Z flashing 34 lf		
Total Roof 4	1	9,500.00

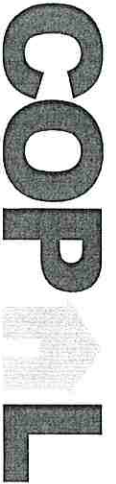
Price good 30 days Total: **\$55,000.00**

You, the buyer may cancel this transaction at any time prior to midnight of the fifth business day after this transaction. If this is canceled by the owner less than (5) days from execution, but prior to the commencement of work, Owner shall (10%) of the contract price as liquidated damages and not as a penalty. The company agrees to accept such as reasonable and just compensation for said cancellation. If buyer fails to pay the contractor it may result in a lien against the property as a penalty. All legal fees will be paid by customer.

Acceptance of this proposal is subject to all of the terms and conditions of page 1 and 2. I hereby deem the prices, specifications and the term to be satisfactory and herewith accept this proposal. You are hereby authorized to begin work on or after . Payments of 1/3 of the total price of base bid prior to start and balance in full at completion of job.

Shingle Type/Color: Initial _____

Signature: _____ Date: _____ Signature: _____ Date: _____



Proposal

Date:	Proposal #:
1/3/2024	4287

160 Saint Catherine Str
Florissant, MO 63031
314-921-2390
636-828-4006

Customer Information

Mike Martin
111 Savannah Dr
Troy, MO 63379

Fax 314-831-5889
copal@copalconstruction.com

www.copalconstruction.com

Rep: KN

Rep #: 636-295-3331

Rep email : kyle@copalconstruction.com

Description	QTY.	Amount
Job location: 37 Riverview Park Rd Hannibal, MO 63401		
Building 3 and Building 4		
Remove any existing gutters. Inspect exposed wood and replace if needed at an additional charge. Install new 6" seamless aluminum gutters. Install new oversized 3" x 4" downspouts. Seal joints with caulk. Clean up job site and haul away all debris. Total	1	3,130.00
Price good 30 days Total:		\$3,130.00

You, the buyer may cancel this transaction at any time prior to midnight of the fifth business day after this transaction. If this is canceled by the owner less than (5) days from execution, but prior to the commencement of work. Owner shall (10%) of the contract price as liquidated damages and not as a penalty. The company agrees to accept such as reasonable and just compensation for said cancellation. If buyer fails to pay the contractor it may result in a lien against the property as a penalty. All legal fees will be paid by customer.

Acceptance of this proposal is subject to all of the terms and conditions of page 1 and 2. I hereby deem the prices, specifications and the term to be satisfactory and herewith accept this proposal. You are hereby authorized to begin work on or after . Payments of 1/3 of the total price of base bid prior to start and balance in full at completion of job.

Shingle Type/Color: _____ Initial _____

Signature: _____ Date: _____ Signature: _____ Date: _____



MEMO

To: Hannibal City Council
From: Darrin Gordon
Date: January 30, 2024
Re: North Street Storm Sewer – Bid Award

Background: The old storm sewer along North Street failed in May 2019 while the Mississippi River was above flood stage. A combination of flood water and runoff from a storm inundated the downtown area. The flood water entering the downtown area had to be pumped from the area using the stormwater pumping station near Lyon Street and the floodwall.

Once the river receded, the extent of the damage was able to be determined. At the time it was estimated that a repair would be in the \$5 – \$5.5 million range. With no available funding to complete the repair, a temporary repair was completed to shore up the storm sewer.

In the fall of 2021, the US Army Corps of Engineers (USACE) began replacement of the storm sewer from the toe of the levee to the alley east of Main Street. This was completed in early 2022. The replacement of this section was a good start but stopped well short of what was needing to be replaced to prevent a failure like this in the future. At this time, the HBPW continue to work with PSBA to develop plans for the replacement of the storm sewer ending at the old bridge approach.

In the summer of 2022, city staff applied for and received \$5 million for the replacement of the storm sewer from where the USACE project ended to the old bridge approach. Since the award in late 2022, city staff, along with HBPW staff continued to work with PSBA personnel to finalize plans and place the project out to bid.

Information Provided: The project was advertised for bid the last week of November 2023 with a bid opening held at 2:00 PM of January 11, 2024, at City Hall. Four contractors submitted bids which ranged from \$1,563,228.70 to \$2,684,031.00 (bid tab attached). The low bid was submitted by S&A Equipment & Builders LLC of Fulton, Missouri.

Action Requested: After reviewing the bids submitted and completion of reference checks, we are requesting council's approval of the resolution allowing the approved signor to sign all necessary paperwork associated with the award of the contract to S&A Equipment & Builders LLC in the amount of \$1,563,228.70.

City of Hannibal North Street Culvert Replacement									
Arpa Funde Hannibal City Hall									
PBSA Project No. C-20-113									
BID TABULATION									
BID DATE: 2:00 p.m. Thursday, January 11, 2024									
LOCATION: Hannibal City Hall									
BID SECURITY: 5% of Bid									
Bleigh Construction Company P.O. Box 957 Hannibal, MO 63401				D&L Excavating, Inc. 1958 Highway 104 Liberty, IL 62347		T&B Trucking & Excavating 310 W Main Street Hurdland, MO 63547		S&A Equipment & Builders LLC 7298 County Road 409 Fulton, MO 65251	
ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1	Each	Tree Removal	\$ 875.00	\$ 875.00	\$ 4,000.00	\$ 4,000.00	\$ 1,769.49	\$ 1,769.49
2	2388	Cu Yd	Trench Backfill	\$ 1.10	\$ 2,626.80	\$ 60.00	\$ 143,280.00	\$ 71.43	\$ 170,574.84
3	274	Foot	Remove Existing Culvert 6"x7"	\$ 137.00	\$ 37,538.00	\$ 115.00	\$ 31,510.00	\$ 300.11	\$ 82,230.14
4	34	Foot	Remove Existing Culvert 8"x6"	\$ 580.00	\$ 19,720.00	\$ 1,150.00	\$ 39,100.00	\$ 483.70	\$ 16,445.80
5	6,392	Sq Ft	Remove Existing Sidewalk	\$ 0.80	\$ 5,113.60	\$ 2.50	\$ 15,980.00	\$ 1.55	\$ 9,907.60
6	2	Each	Remove and Replace Light Pole	\$ 4,700.00	\$ 9,400.00	\$ 1,200.00	\$ 2,400.00	\$ 3,535.93	\$ 7,071.86
7	2037	Sq Yd	Removal of Existing Pavement	\$ 9.80	\$ 19,962.60	\$ 17.00	\$ 34,629.00	\$ 13.00	\$ 26,481.00
8	2037	Sq Yd	Aggregate Base Course (6 IN. Thick)	\$ 12.30	\$ 25,055.10	\$ 16.00	\$ 32,592.00	\$ 10.71	\$ 21,816.27
9	2037	Sq Yd	Concrete Pavement (10 IN. Non-Reinforced)	\$ 96.10	\$ 195,755.70	\$ 138.00	\$ 281,106.00	\$ 117.50	\$ 239,347.50
10	53	Foot	Remove and Replace 6" PVC Sanitary Service	\$ 90.00	\$ 4,770.00	\$ 250.00	\$ 13,250.00	\$ 150.00	\$ 7,950.00
11	140	Foot	2" PVC Casing Pipe	\$ 41.00	\$ 5,740.00	\$ 145.00	\$ 20,300.00	\$ 50.00	\$ 7,000.00
12	10	Each	2" PVC Bend 22.5 Degrees	\$ 111.00	\$ 1,110.00	\$ 500.00	\$ 5,000.00	\$ 15.00	\$ 150.00
13	10	Each	2" PVC Cap	\$ 111.00	\$ 1,110.00	\$ 250.00	\$ 2,500.00	\$ 15.00	\$ 150.00
14	808	Foot	Curb and Gutter	\$ 38.00	\$ 30,628.00	\$ 63.00	\$ 50,778.00	\$ 50.00	\$ 40,300.00
15	1	US	Restore Landscaping Wall	\$ 8,200.00	\$ 8,200.00	\$ 11,500.00	\$ 11,500.00	\$ 10,000.00	\$ 10,000.00
16	1	Each	Pipe Collar, Type Special	\$ 27,300.00	\$ 27,300.00	\$ 29,000.00	\$ 29,000.00	\$ 7,500.00	\$ 7,500.00
17	2	Each	Culvert Wall, Type Special	\$ 42,100.00	\$ 84,200.00	\$ 23,000.00	\$ 46,000.00	\$ 7,500.00	\$ 15,000.00
18	4946	Sq Ft	Concrete Sidewalk 4"	\$ 5.70	\$ 28,192.20	\$ 14.00	\$ 69,244.00	\$ 8.00	\$ 39,568.00
19	1319	Sq Ft	Concrete Sidewalk 6"	\$ 14.80	\$ 19,521.20	\$ 19.00	\$ 25,061.00	\$ 9.50	\$ 12,530.50
20	169	Foot	1.5" PVC Electrical Conduit with Conductors	\$ 25.5	\$ 4,309.5	\$ 84.50	\$ 14,355.50	\$ 10.43	\$ 1,757.17
21	2	Each	Remove and Replace Existing Sign	\$ 1,050.00	\$ 2,100.00	\$ 1,150.00	\$ 2,300.00	\$ 35	\$ 591.5
22	112	Foot	Mobilization	\$ 199,200.00	\$ 22,310.40	\$ 54,000.00	\$ 6,048.00	\$ 3,000.00	\$ 336.00
23	514	Foot	4" Yellow high build waterborne pavement parking paint	\$ 2,922.00	\$ 1,501,908.00	\$ 30.00	\$ 9,420.00	\$ 3,000.00	\$ 30,000.00
24	3	Each	7' x 5' Concrete Precast Concrete Box Culvert w/Box ties	\$ 63,100.00	\$ 189,300.00	\$ 2,800.00	\$ 8,400.00	\$ 1,181.71	\$ 3,545.13
25	583	Each	Storm Sewer Structure (Special)	\$ 14,300.00	\$ 83,466.00	\$ 50,000.00	\$ 29,000.00	\$ 37,500.00	\$ 21,750.00
26	0.2	Acres	Remove Stockpile and reinstall Topsoil 6"	\$ 24.50	\$ 4,900.00	\$ 12.00	\$ 2,400.00	\$ 10.00	\$ 2,000.00
27	1	Lump S	Seeding Warm Season Mixtures	\$ 14,300.00	\$ 14,300.00	\$ 50,000.00	\$ 50,000.00	\$ 4,000.00	\$ 4,000.00
28	1	Lump S	Temporary Erosion Control	\$ 1,900.00	\$ 1,900.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
29	100	Ton	Aggregate Surface Course for Temporary Access	\$ 37.00	\$ 3,700.00	\$ 58.00	\$ 5,800.00	\$ 32.50	\$ 3,250.00
30	1	Lump S	Traffic Control and Protection	\$ 3,700.00	\$ 3,700.00	\$ 42,500.00	\$ 42,500.00	\$ 12,500.00	\$ 12,500.00
31	100	Cu Yd	Rock Excavation	\$ 426.00	\$ 42,600.00	\$ 125.00	\$ 12,500.00	\$ 60.00	\$ 6,000.00
32	1	Each	Remove and Reinstall Power Pedestal	\$ 3,700.00	\$ 3,700.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00
AS CALCULATED					\$ 2,684,031.00		\$ 1,700,348.00		\$ 1,563,228.70
AS READ					\$ 2,498,051.20		\$ 1,700,348.00		\$ 1,563,228.70

RESOLUTION NO. 2501-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$1,563,228.70
CONSTRUCTION CONTRACT BETWEEN THE CITY OF HANNIBAL AND
S&A EQUIPMENT & BUILDERS LLC FOR THE REPLACEMENT OF
APPROXIMATELY 514' OF STORM SEWER AND RELATED
APPURTENANCES UNDER AND ADJACENT TO NORTH STREET.**

WHEREAS, a section of old storm sewer failed under North Street during flooding of the Mississippi River in 2019, and

WHEREAS, the City Manager was able to obtain a \$5,000,000.00 for the replacement of approximately 514' of the storm sewer, and

WHEREAS, S&A Equipment & Builders LLC submitted a low bid of \$1,563,228.70 for the replacement of the storm water structure, and

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

SECTION ONE: That the Authorized Signor is hereby authorized to execute the attached Notice of Award and future documents between S&A Equipment & Builders LLC and the City of Hannibal for the amount of \$1,563,228.70 for the replacement of 514' of stormwater conveyance underneath North Street.

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

ADOPTED THIS ____ DAY OF _____, 2024

APPROVED THIS ____ DAY OF _____, 2024

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk