

## ***CITY OF HANNIBAL***

### ***ADMINISTRATIVE HEARING***

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

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

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*The instructions to watch the meetings online follow:*

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- 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*
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- 5. Click on the Thumbnail to watch the meeting*
- 6. The meeting may be viewed on the website in its entirety after the meeting*

**Tuesday, March 5, 2024  
6:00 p.m.  
Council Chambers**

### **CALL TO ORDER**

### **BUSINESS CLOSURE**

#### **Re: Baum Family Fun Center**

*Section 15-32 Failure to obtain Business License.  
Section 3-108 Failure to obtain Liquor License.*

### **ADJOURNMENT**

# ***CITY OF HANNIBAL***

## ***ADMINISTRATIVE HEARING***

**Tuesday, March 5, 2024  
6:15 p.m.  
Council Chambers**

### **CALL TO ORDER**

### **BUSINESS CLOSURE**

**Re: Arby's #6858**

*Section 15-32 Failure to obtain Business License*

### **ADJOURNMENT**

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# ***CITY OF HANNIBAL***

## ***ADMINISTRATIVE HEARING***

**Tuesday, March 5, 2024  
6:45 p.m.  
Council Chambers**

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### **CALL TO ORDER**

### **BUISINESS CLOSURE** **Re: Dutch Country Living LLC** *Section 15-32 Failure to obtain Business License*

### **ADJOURNMENT**

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

**Tuesday, March 5, 2024  
Council Chambers  
7:00 p.m.**

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**ROLL CALL**

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**  
**Regular Scheduled Council Meeting – February 20, 2024**

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

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

**GORDON IPSON – KIWANIS FOUNDATION**

**Re: Street Closures & Use of City Property**  
*Arts & Crafts & More Festival - July 3-6, 2024*

**NICOLE GEORGE- 1809 HOPE STREET**

**Re: City Ordinance on House Numbers**

**BARRY LOUDERMAN– MAYOR**

**Re: Proclamation of AmeriCorps Week 2024**

**MICHAEL DOBSON- MAYOR PRO TEMPORE**

**Re: City Code 17-437/Pertaining to UTV Insurance Amounts**

**ANDY DORIAN – DIRECTOR OF CENTRAL SERVICES**

**Re: Dedication of Stormwater/ Fette Subdivision**  
*(Bill No. 24-010, to follow, first reading)*

**Re: Bid Award for Spreader Body, Dump Bead, and Snowplow Package**  
*Woody's Municipal Supply Company - \$50,995*

**Re: Bid Award Repaving of 3<sup>rd</sup> Street**  
*Emery Sapp & Sons - \$97,167*  
*(Resolution No. 2502-24, to follow, for approval)*

**Re: Charter Change Bidding Language**  
*(Bill No. 24-011, to follow, for first reading)*

**Re: TAP Grant Engineering Contract**  
*Klinger & Associates - \$56,334.78*  
*(Resolution No. 2503-24, to follow, for approval)*

**Re: Y Men's Rental – Street Closures**

**JACOB NACKE – EMERGENCY MANAGEMENT DIRECTOR**

**Re: One Year Contract Code Red Alert System**  
*On Solve- \$25,000*



**BILL NO. 24-006**

**AN ORDINANCE OF THE CITY OF HANNIBAL REZONING A TRACT OF LAND BEING ALL OF LOT FOUR (4) IN MCMASTER'S SUBDIVISION OF THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY(30), TOWNSHIP FIFTY-SEVEN (57), RANGE FOUR (4) WEST, LYING NORTH AND WEST OF HIGHWAY 61 (NOW CLINIC ROAD), EXCEPT THAT PART CONVEYED FOR HIGHWAY PURPOSES; AND EXCEPT 2.11 ACRES IN THE NORTHEAST CORNER THEREOF DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE NORTH LINE OF SAID LOT FOUR (4) 156 FEET WEST FROM THE NORTHEAST CORNER OF SAID LOT; THENCE RUN WEST ALONG THE NORTH LINE OF SAID LOT 240 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID LOT, 474 FEET TO A POINT OF THE WESTERLY LINE OF U.S. HIGHWAY NO 61 (NOW CLINIC ROAD); THENCE IN A NORTHEASTERLY DIRECTION ALONG WESTERLY LINE OF SAID CLINIC ROAD TO THE POINT OF BEGINNING. ALL LYING AND BEING IN THE CITY OF HANNIBAL, MARION COUNTY MISSOURI FROM D – HIGHWAY BUSINESS ZONING DISTRICT TO B MULTIPLE FAMILY AND AMENDING THE CITY'S ZONING MAP ACCORDING**

**Second & Final Reading**

**BILL NO. 24-007**

**AN ORDINANCE REVISING CHAPTER 32, REGARDING CHANGES TO THE MISSOURI CONSTITUTION ALLOWING RECREATIONAL USE OF MARIJUANA**

**Second & Final Reading**

**BILL NO. 24-008**

**AN ORDINANCE AMENDING CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS OF THE REVISED ORDINANCES OF THE CITY OF HANNIBAL BY AMENDED ARTICLE I, DIVISION 1, SECTION 7-25 BUILDING CODE, BY ADOPTING THE 2018 INTERNATIONAL FIRE CODE IN PLACE OF THE 2012 INTERNATIONAL FIRE CODE**

**Second & Final Reading**

**BILL NO. 24-009**

**AN ORDINANCE OF THE CITY OF HANNIBAL AMENDING THE ANNUAL BID LIMITS IN ACCORDANCE WITH SECTION 9.13 (b) OF THE CITY OF HANNIBAL CHARTER**

**Second & Final Reading**

**BILL NO. 24-010**

**AN ORDINANCE APPROVING AND ACCEPTING DEDICATION OF CONSTRUCTED STORMWATER INFRASTRUCTURE IN THE FETTE ORCHARD DEVELOPMENT, LLC SUBDIVISION FIRST ADDITION IN THE CITY OF HANNIBAL, MARION COUNTY, MISSOURI.**

**First Reading**

**BILL NO. 24-011**

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, AUGUST 6, 2024, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO AMEND SECTION 9.13(a)(6) TO ALLOW THE CITY TO UTILIZE NATIONAL BIDDING PROCEDURES IN ADDITION TO THE STATE OF MISSOURI COOPERATIVE BIDDING PROCEDURES**

**First Reading**

**RESOLUTION NO. 2502-24**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HANNIBAL AND EMERY SAPP & SONS IN THE AMOUNT OF \$97,167 FOR THE REMOVAL AND REPLACEMENT OF ASPHALT ALONG THE 3<sup>RD</sup> STREET PARKING LANES FROM CHURCH STREET TO HILL STREET.**

**RESOLUTION NO. 2503-24**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$56,334.78 ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND KLINGNER & ASSOCIATES FOR THE MARKET STREET SIDEWALK TAP PROJECT.**

**ADJOURNMENT**





Return to:  
Office of the City Clerk  
Attn: Britta Dooley  
320 Broadway Hannibal, MO 63401 Ph.  
(573) 221-0111  
Fax (573) 221-8191  
Email to: bdooley@hannibal-mo.gov

### SPECIAL EVENT APPLICATION

(Council Meetings are the 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays of each month)

**Deadline for Submission: Wednesday, Prior to Council Meeting**

Today's Date: Feb. 15, 2024 Date you wish to be placed on Agenda: March 5, 2024

Your Organization: Kiwanis Foundation Special Event: Arts & Crafts & More Festival

Date(s) of Event: July 3-6, 2024 Requested Times (from-to): 7:00 AM - 6:00 PM

Description of Activity: Annual arts and crafts festival with vendors set up in Central Park and food vendors on Fourth Street between Broadway and Center Streets. Festival will run for four days including set-up.

Primary Contact Person(s): Gordon Ipson Home Phone: 573-231-0205

Work Phone: \_\_\_\_\_ Cell Phone: 573-822-6248 E-mail: gordonipson@yahoo.com

Assistance Needed (location, etc.): Full use of Central Park. Closure of Fourth St. between Broadway and Center Streets.

### DEPARTMENTAL COMMENTS (office Use)

Police: No objections or cost to HPD. Dept. Cost: 0  
-Chief Nacke

Fire: No issue with this event. Dept. Cost: 0  
-Chief R. Neisen

BPW: We have no issues with the Kiwanis event, Dept. Cost: 0  
-Darrin Gordon

Building Inspector: No Comments or concerns with this event. Dept. Cost: 0  
-Building Inspector's Office

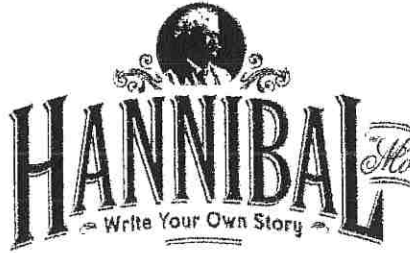
**Parks:** Parks has no objections. **Dept. Cost:** 0  
-A. Dorian

**Street:** Streets has no objections. **Dept. Cost:** 0  
-A. Dorian

**Tourism:** No concerns, looking forward to it. **Dept. Cost:** 0  
-HCVB Director

**Administration:** All documents have been obtained, Mr. Ipson has contacted **Dept. Cost:** 0  
the HBPW's and the Parks Department for use of Central Park. -Clerk's Office

**STAFF RECOMMENDS:** No Objections, All documents on file.



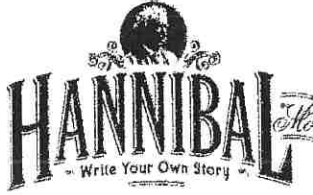
## Hold Harmless and Insurance Requirements

- 1) To the fullest extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Hannibal, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to, Sponsor's use of City streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees
- 2) Sponsor shall purchase and maintain the following insurance, at Sponsor's expense: Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence bases.  
Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 minimum.  
Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
- 3) All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
- 4) Prior to using City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
- 5) No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

*Gloria J. Jenson*  
By  
Arts & Crafts Chairperson  
Kiwanis Foundation of  
Title Hannibal

Feb. 15, 2024  
Date





# CITY OF HANNIBAL

## Special Event Safety Plan

Questions or Inquiries: Contact Hannibal Fire Department @ 573-221-0657

### I. GENERAL

Event Name Kiwanis Foundation of Hannibal Arts & Crafts Festival Date of Event July 3-6, 2024  
Location/Address/Facility Name Central Park and Fourth Street  
between Broadway and Center Streets.  
Expected Number of Attendees: 5-10,000

### II. PURPOSE

- A. This emergency action plan predetermines actions to take before and during the event in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
- B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.

### III. ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police.

### IV. BASIC PLAN

#### A. EAP Event Representative

The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as:

Primary Contact: Gordon Ipson, Chairperson

Cell Phone: 573-822-6248

## B. Emergency Notification

1. In the event of an emergency, notification of the emergency will be through 911. The caller should have the following information available to give to the 911 dispatcher: nature of the emergency, location and contact person with callback number.

2. Will on-site EMS be provided?

☐ Yes ☒ No

If yes, contact name and phone \_\_\_\_\_

3. Will on-site security be provided?

☒ Yes ☐ No

If yes, contact name and phone Gordon Ipson, 573-822-6248

## C. Severe Weather

1. Weather forecasts and current conditions will be monitored throughout the entirety of the event.
2. Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.
3. During the event – If severe weather occurs during the event, the EAP event representative or his/her designee will make the notification to those attending the event that a hazardous weather condition exists and direct them to shelter.
4. There are limited provisions for sheltering participants in the event of severe weather.

## D. Fire

1. Has a specific hazard been identified as an increased risk of fire at this event?

☐ Yes ☒ No

If yes, what has been identified? \_\_\_\_\_

2. Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.
3. Any food vendors will be inspected when appropriate by the fire code and must meet permitting requirements.
4. Should an incident occur that requires the Fire Department, **CALL 911**. The caller should have the following information available to give the 911 dispatcher: Nature of the emergency, location, and contact person with a callback number.



#### E. Medical Emergencies

1. As with any event, there is a potential for injury to the participants. The types of injuries are various and include those that are heat-related as well as traumatic injuries
2. Are there limited provisions for on-site Emergency Medical Services at this event?  
☐ Yes ☒ No
3. Should an incident occur that requires Emergency Medical Services, contact as indicated to this this resource. The caller will have the following information ready: Nature of emergency, precise location and contact person with callback number  
☐ On-site EMS officer or ☒ 911 Dispatch

#### F. Law Enforcement

1. Has a need for constant Law Enforcement presence been identified at this event?  
☐ Yes ☒ No
2. Should an incident occur that requires Law Enforcement, contact as indicated below to request this resource. Have the following information ready: Nature of emergency, precise location and contact person with callback number.  
☐ On-site Security or ☒ 911 Dispatch for Law Enforcement

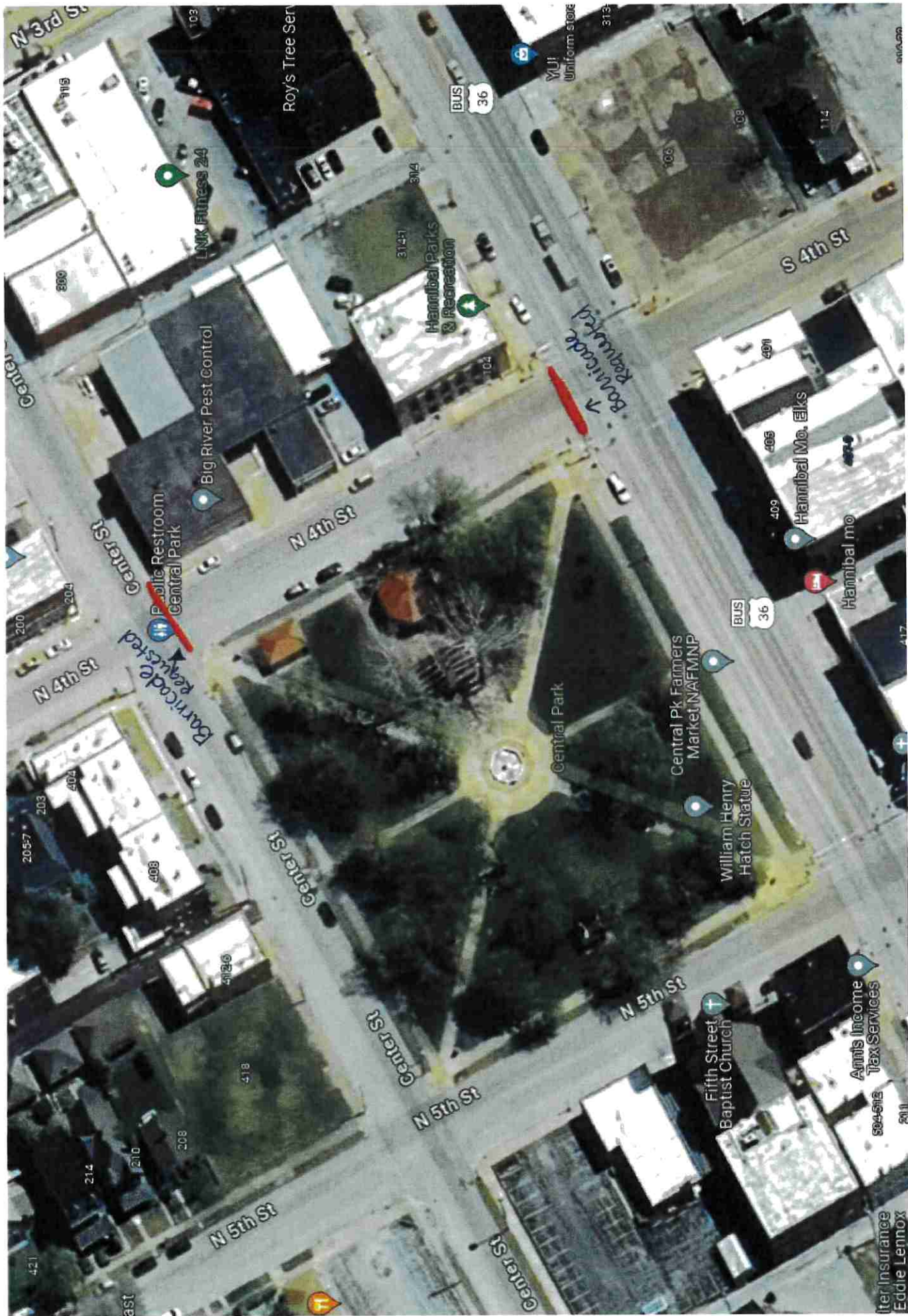
#### G. Emergency Vehicle Access

1. Access to emergency vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
3. Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks, or public thoroughways.
4. Crowd control will be managed by:  
☒ Staff or ☐ On-site Security

#### V. CONTACT INFORMATION

Primary Contact: Gordon Iyson Cell Phone: 573-822-6248  
Secondary Contact: Leslie O'Brien Cell Phone: 573-406-5455

*Dial 911 in case of emergency*



Barricades placed at Fourth Street & Broadway and Fourth Street & Center Street.





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2024

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).

<b>PRODUCER</b> Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	<b>CONTACT</b> NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 E-MAIL: kiwaniscert@hylant.com ADDRESS: kiwaniscert@hylant.com
<b>INSURED</b> Kiwani International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 1779307390

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		013136005	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			013136005	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-insured Retention			013136005	11/1/2023	11/1/2024	All Claims \$150,000

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).

July 2, 2024 - July 6th 2024 or any future date(s) during the policy term.  
Samuel L Clemens Arts and Crafts & More Festival  
Located @ Central Park, 4th and Broadway, Hannibal, MO 63401  
Kiwanis Club of Hannibal Foundation

**CERTIFICATE HOLDER****CANCELLATION**

City of Hannibal, Missouri Attn: Debbie 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 <i>Judy K. Wilson</i>
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## ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2023

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

#### COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

##### Name of Additional Insured Person(s) or Organization(s)

City of Hannibal, Missouri  
Attn: Debbie  
320 Broadway  
Hannibal, MO 63401

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

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Office of the



City Clerk

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**City Council Request to Speak**  
**Council Meetings are held the First and Third Tuesday of Each Month**  
**Deadline is 4:00 p.m. Thursday prior to City Council Meeting**  
**Speakers Must Register Using Current Residential Address &**  
**Residing Ward (if applicable)**

Today's Date: 2-23-2024

Date you wish to be placed on Agenda: 3-5-2024

Name: Nicole George

Address: 1809 Hope St Hannibal Mo

Phone Number: 573-406-9809

Subject Matter: I want to address the council about a possible change to the  
city ordinance on house numbers. I am wanting to address the rising numbers  
in local overdoses by making sure house numbers are easily visible to emergency  
personnel.

2-23-2024  
Date

  
Speaker's Signature

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

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

**CITY OF HANNIBAL**  
**PROCLAMATION**  
**AMERICORPS WEEK 2024**

WHEREAS, thirty years ago Congress established AmeriCorps – formerly the Corporation for National and Community Service – to unite national service programs under one agency, create service opportunities that strengthen communities, and expand pathways to education, careers, and civic participation for those who serve, and

WHEREAS, service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history citizens have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and

WHEREAS, AmeriCorps Seniors programs provide opportunities for more than 200,000 Americans to serve their country through service at nonprofits, schools, public agencies, and community and faith-based groups across the country; and

WHEREAS, in Hannibal, Missouri, dozens of AmeriCorps Seniors volunteers of diverse ages and backgrounds helped to meet local needs at multiple locations in Hannibal by responding, tutoring or mentoring children and youth, supporting veterans and military families, fighting food insecurity and supporting Christmas benevolence programs; and

WHEREAS, AmeriCorps Seniors volunteers encourage collaboration and partnerships, leveraging millions of volunteers in service and acquiring the support of business, foundation, and other local partners to increase the effectiveness of their initiatives; and

WHEREAS, AmeriCorps Seniors programs bring people together across race, age, and zip code to address critical issues facing the country, forge relationships and cultivate mutual respect, and help build resilient and thriving communities; and

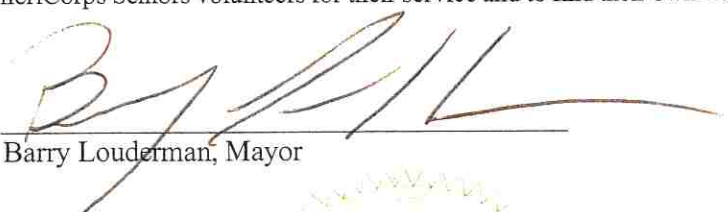
WHEREAS, AmeriCorps Seniors volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, through their service, AmeriCorps Seniors volunteers strengthen the lives of their families, communities, and Northeast Missouri as a whole; and


WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the millions of Americans who have served in AmeriCorps Seniors and their community partners, and to encourage more Americans to follow their footsteps in service;

THEREFORE, BE IT RESOLVED that I, Barry Louderman, Mayor of the City of Hannibal, do hereby designate March 10-16, 2024, as AmeriCorps Week in Hannibal, and urge citizens to thank AmeriCorps Seniors volunteers for their service and to find their own ways to give back to their communities.

  
Barry Louderman, Mayor

ATTEST:

  
Melissa Cogdal, City Clerk

## Melissa Cogdal

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**From:** Michael Dobson  
**Sent:** Thursday, February 22, 2024 10:45 AM  
**To:** 1stWard; 3rdWard; 4thWard; 5thWard; 6thWard; Mayor; James Lemon; Lisa Peck  
**Cc:** Melissa Cogdal  
**Subject:** Fwd: UTV Insurance  
**Attachments:** UTV Insurance.pdf

Council,

I spoke with Justin Parker yesterday. He is a UTV owner and drives his on the city streets. At the top portion of the attachment, he has listed his coverages (which are higher than we would ask the public to have at a minimum) and the cost at \$327.70 per year. I don't know if you have looked at prices on UTV's but you can easily spend what a car cost to purchase one. Per Mr. Parker the state does not require insurance on UTV's as they are mainly intended for farm use. The city council has granted these UTV owners the right to use them on city (public) streets. As we discussed at council the state minimum for a car is 25000/50000/25000 (bodily injury/bodily injury per occurrence/property damage. The state does not require uninsured or underinsured motorist coverage. The \$500,000 of coverage that he suggested is at the bottom portion of the attachment and is broken down as 100,000/300,000/100,000 totaling \$500,000 of coverage. This would cost less than the illustration of Mr. Parker's coverage. I would think if a person had the money to run an UTV on the streets that they would have a couple hundred dollars a year to insure their property and the properties of the citizens that we represent. As you can see these are low dollar policies. Mr. Parker is not out to sell more insurance, he is a good citizen looking out for his fellow citizens. He has included his phone number at the bottom of the attachment if you have questions.

I would ask Melissa to put this on the agenda for the next council meeting so that we can discuss this further. If you feel that we should have Mr. Parker at the meeting, I can make that invitation.

Regards,  
Michael J Dobson

Sent from my iPad

Begin forwarded message:

**From:** Michael Dobson <m.dobson1976@gmail.com>  
**Date:** February 22, 2024 at 10:27:22 AM CST  
**To:** 2ndWard <2ndward@hannibal-mo.gov>  
**Subject:** UTV Insurance



2022 Polaris Ranger Crew Xp 1000, 4XARSU994N8085306

Coverage	Limit	Deductible	Premium
Bodily Injury Liability	250,000/500,000		\$95.70
Property Damage Liability	250,000		\$15.70
Uninsured Motorist - Bodily Injury	250,000/500,000		\$19.70
Underinsured Motorist - Bodily Injury	250,000/500,000		\$19.40
Comprehensive		750	\$55.20
Collision		750	\$122.00
Premium Subtotal			\$327.70

LIABILITY

} = \$150.50/YR

} comp & collision \$177.20  
per year

\$327.70/YR

for LIABILITY &  
Full coverage

BI  
100,000 / 300,000 / 100,000  
per person if more  
than 1 person  
in accident  
up to \$100,000 per person

PD  
Property  
damage

Justin PARKER  
(573) 822-2410

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



---

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

FROM: Andrew Dorian

DATE: 2/14/2024

RE: Dedication of Stormwater

Brad Peters has finished construction of all stormwater infrastructure in the Fette Subdivision and wishes to dedicate this stormwater infrastructure to the City of Hannibal for permanent, ongoing and future maintenance except the detention basin which will remain vested in the HOA.

City Engineer, Mark Bros, recently inspected the stormwater system and signs off that it is built in conformance with city codes.

The City Engineer and Department of Public Works recommend the City Council accept the Fette Subdivision, First Addition Stormwater Infrastructure for permanent, ongoing and future maintenance except the detention basin which will remain vested in the HOA.



GRAPHIC SCALE  
 0 100 200  
 ( IN FEET )  
 1 inch = 100 ft.



FETTE SUBDIVISION  
FIRST ADDITION  
(AS MADE FOR BRAD PETERS CONSTRUCTION, INC.)  
SHEET: JAMPA18, HORIZONTAL, LAY, 15/4/01



JAMES G. JAMES, DIRECTOR  
WFO PL-3-280-67728

JSI PROJECT NO.  
2014-003878

FIELD BOOK NO. ---

FIELD LINE  
DREAMEX TYPE  
QUESTED J. J. J. J.  
REASON

BILL NO. 24-010

ORDINANCE NO.

FIRST READING 03.05.2024

SECOND READING

**AN ORDINANCE APPROVING AND ACCEPTING DEDICATION OF  
CONSTRUCTED STORMWATER INFRASTRUCTURE IN THE FETTE  
ORCHARD DEVELOPMENT, LLC SUBDIVISION FIRST ADDITION IN THE  
CITY OF HANNIBAL, MARION COUNTY, MISSOURI.**

**WHEREAS**, the developers of Fette Orchard Development Subdivision First Addition, have completed construction and installation of stormwater infrastructure pursuant to the approved subdivision plat, and

**WHEREAS**, the city has inspected said constructed stormwater infrastructure, and certifies their construction and installation in-conformance with city standards, and

**WHEREAS**, developers of Fette Orchard Development Subdivision First Addition now request the city accept public dedication of all constructed stormwater infrastructure in Fette Orchard Subdivision for permanent, ongoing, and future maintenance as set out in City Code, and

**WHEREAS**, a map of the Fette Orchard Development Subdivision First Addition is incorporated in this Ordinance as **Exhibit B**.

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

**SECTION ONE:** The City Council finds and declares that all requirements of the Charter and Ordinances of the City of Hannibal have been met with the installation of constructed stormwater infrastructures in the Fette Orchard Development Subdivision First Addition.

**SECTION TWO:** The City of Hannibal accepts public dedication of all the constructed stormwater infrastructure in Fette Orchard Development Subdivision First Addition for permanent, ongoing and future maintenance as set out in City Code, except the detention basin, the title to which shall remain vested in the Homeowners Association.

**SECTION THREE:** The Mayor is authorized to execute a form entitled DEDICATION OF STORMWATER INFRASTRUCTURE, RIGHTS OF WAY AND EASEMENTS TO PUBLIC USE with Fette Orchard Development LLC, officially accepting all constructed stormwater infrastructure in the Fette Orchard Development Subdivision First Addition for public dedication and future/ongoing maintenance by the City of Hannibal.

**SECTION FOUR:** That this Ordinance shall be in full force and effect from and after its passage and approval.

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

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

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

**ATTEST:**

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



DEDICATION OF STORMWATER INFRASTRUCTURE,  
RIGHTS OF WAY AND EASEMENTS TO PUBLIC USE

Whereas, BRAD PETERS, CONSTRUCTION, INC. as GRANTOR, was one of the developers and is the current owner of common elements in a certain subdivision within the confines of the City Limits of the City of Hannibal, Missouri, said subdivision designated as FETTE SUBDIVISION, FIRST ADDITION.

AND WHEREAS, as part of the common elements, the said owner of said subdivision has built certain stormwater infrastructure, pursuant to the approved subdivision plat, and wishes to complete the dedication of such structures to the public use;

AND WHEREAS, testing has been conducted in accordance with the directives of the City of Hannibal, and it has been determined to the satisfaction of the City of Hannibal, that the stormwater infrastructure was constructed in conformance with City Ordinances.

AND WHEREAS, the said BRAD PETERS, CONSTRUCTION, INC. as GRANTOR has requested that the City accept the dedication of said stormwater infrastructure in FETTE SUBDIVISION, FIRST ADDITION to the public use, and upon review, THE CITY OF HANNIBAL, GRANTEE, has determined that such application is in compliance with the law, is in the best interest of the Citizens of Hannibal, and wishes to accept the same.

NOW THEREFORE, GRANTOR hereby dedicates the following described property to the public use:

All stormwater infrastructure, easements and rights of way contained within and shown on the plat of Fette Subdivision, First Addition, a subdivision lying in Lot 5 of Section 18 and Lots 5, 6, 7 & 8 of Section 19, in the Scipio Tract, Township 57 North, Range 4 West, Marion County, Missouri, per Plat Recorded in Plat Book9, Page139, Marion County Records.

NOW THEREFORE FURTHER, THE CITY OF HANNIBAL, GRANTEE, accepts public dedication of all the constructed stormwater infrastructure in Fette Orchard Development Subdivision First Addition for permanent, ongoing and future maintenance as set out in City Code, except for the retention basin, the title to which shall remain vested in the homeowner's association.

In witness whereof, we have executed this Dedication on the day and year below written:

BRAD PETERS CONSTRUCTION

BY Bradley W Peters President  
BRADLEY WAYNE PETERS, President

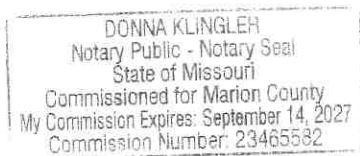
(Corporate Seal)

STATE OF MISSOURI                     )  
  )ss.  
COUNTY OF MARION                 )

On this 13<sup>th</sup> day of February, 2024, before me personally appeared BRADLEY WAYNE PETERS, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President 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)



Donna Klingler  
Notary Public

My term expires the 14<sup>th</sup> day of September, 2027.



By the signature hereto of the Mayor, acknowledged by the City Clerk, this Dedication for street purposes is hereby accepted by the City of Hannibal.

BARRY LOUDERMAN, Mayor

Attest: \_\_\_\_\_  
MELISSA COGDAL, City Clerk

STATE OF MISSOURI )  
 )ss.  
COUNTY OF MARION )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 Municipal Corporation of the State of Missouri, and that the said instrument was signed on behalf of said corporation by authority of its 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

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



---

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

FROM: Andrew Dorian

DATE: 2/20/2024

RE: Purchase of a new Spreader Body, Dump Bed and Snow Plow Package

We received two bids for purchase and installation of a flat bed body, spreader body, snow plow etc.. for our new 1 Ton Truck.

Woody's Municipal Supply Company, utilizing Sourcewell bidding procedures, submitted the low bid of \$50,995.

Woody's estimates 9 months before the equipment will be installed and ready to use.

The Street Department recommends the low bid of \$50,995 from Woody's Municipal Supply Company (utilizing Sourcewell bidding procedures) for the purchase and installation of a flat bed body, spreader body, snow plow etc.. for our new 1 Ton Truck.

# Woody's

## Municipal Supply Co.

"Leading the way in municipal sales and service"

PO Box 432 Office: 618-656-5404  
 Edwardsville, IL 62025 Fax: 618-656-6105  
 www.WoodysMunicipal.com

## QUOTE - DO NOT PAY

Quote: 01-954  
 Date: 1/12/2023

PO:  
 CustId: HANNIBAL

Cust Email: mmchargue@hannibal-mo.gov  
 Phone: (573) 221-0111  
 Salesperson: CGoclan  
 User: TMoore

Bill To:  
 Hannibal, City of  
 320 Broadway  
 Hannibal, MO 63401

Ship To:  
 Hannibal, City of

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
1678	UN	Godwin 9.5 Flat Bed <b>S/N: GM78474-B</b>	1.0000		\$50,995.00		\$50,995.00
		Bod - Flat Bed Body					
14709F382211	QU	<b>Buyers 14709F382211</b>	1.0000		\$0.00		
		Spr - SALTDogg® 9 FT. X 38 IN. HYD CHAIN 304 STAIN					
		14 1/2" Chain:					
		18" Spinner:					
		2 Chute Baffles:					
		2.8 cubic yard:					
		304 Stainless:					
		Dual Hydraulic Motors:					
		Electric Prewet Kit:					
		In cab controls:					
		Inverted V:					
		Top Screens:					
		<b>Total 14709F382211</b>					\$0.00
8.6 MVP3 Plow	QU	<b>Western 8.6 MVP3 Plow</b>	1.0000		\$0.00		
		Sno - Western 8.6 MVP3 Snow Plow					
		12" Rubber Deflector:					
		8.6 MVP3:					
		Handheld Controller:					
		NightHawk LED Lights:					
		Plow Markers:					
		Steel Cutting Edge:					
		<b>Total 8.6 MVP3 Plow</b>					\$0.00
Lighting Package	QU	<b>Lighting Package</b>	1.0000		\$0.00		
		Mis - Lighting Package					
		DOT LED Light Kit:					
		Ecco Amber/Clear: 6" oval strobes in bulkhead forward and rear					
		Flush Mount Amber/Clear: In the grill and rear under body					
		<b>Total Lighting Package</b>					\$0.00
Towing/Misc	QU	<b>Towing/Misc</b>	1.0000		\$0.00		
		Bod - Towing/Misc					
		18x18x24 Toolbox: Aluminum Diamond Tread x 2					
		5000 Watt Inverter: Plugs on passenger side					
		7 Pin Trailer Plug:					
		Hitch Plate: 2" Receiver tube and 2 D-Rings					

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Ship To:

Hannibal , City of

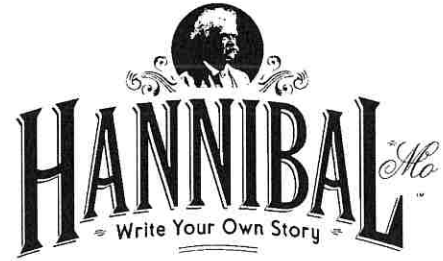
		<b>Total Towing/Misc</b>			<b>\$0.00</b>
<b>Muncie Hydraluics</b>	<b>QU</b>	<b>Muncie Muncie Hydraluics</b>	<b>1.0000</b>	<b>\$0.00</b>	
		Bod - Central Hydraulics			
		25 Gallon Reservoir:			
		Gear Pump:			
		Hose to back:			
		Hot and Low oil alarms:			
		Manual Controls: Hoist			
		MESD Spreader Controller: With ground speed			
		PTO for Ford:			
		Steel valve enclosure:			
		Tank return filter: With site glass			
		Valve Sections: Hoist, Spreader			
		<b>Total Muncie Hydraluics</b>			<b>\$0.00</b>
				<b>Total:</b>	<b>\$50,995.00</b>

<b>Totals</b>		<b>Sub Total:</b>	<b>\$50,995.00</b>
		<b>Total Tax:</b>	<b>\$0.00</b>
		<b>Invoice Total:</b>	<b>\$50,995.00</b>

Quote good for 30 days



**Andrew Dorian**  
**Director of Central Services**  
**City of Hannibal**  
**320 Broadway**  
**Hannibal, MO 63401**  
**Ph: 573-221-0154**  
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---

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

FROM: Andrew Dorian

DATE: 2/20/2024

RE: 3<sup>rd</sup> Street Repaving

MODOT recently went out for bid for the milling and paving of Mark Twain Avenue/3<sup>rd</sup> Street, with Emery Sapp & Sons being awarded the low bid. As part of this project the parking lanes on 3<sup>rd</sup> Street from Church Street are owned by the City of Hannibal and need to be milled and overlaid as well.

In order to stay consistent with one contractor doing the work on both the driving and parking lanes we asked Emery Sapp & Sons to provide us a cost for our portion.

Sapp & Sons has provided the City a contract in the amount of \$97,167.00 which will include:

- Remove and replace 2" of asphalt, 8' wide, on the existing 3<sup>rd</sup> Street shoulders from Church Street to Hill Street.
- Repair a damaged section of shoulder 50'x8' just north of Broadway.

This project would take place later this Spring 2024.

The Department of Public Works recommends approval of the \$97,167 contract with Emery Sapp & Sons for the asphalt work along the parking lanes of 3<sup>rd</sup> Street from Church to Hill Street.

**100% EMPLOYEE OWNED**

P.O. Box 430 | Hannibal, MO 63401 | o 573.221.5958 | f 573.221.1892

Attn: <b>Andy Dorian</b>			Estimate No. <b>24a-014</b>	
Proposal Submitted To: <b>City of Hannibal</b>	Phone	Fax	Other	Bid Date <b>2 / 19 / 24</b>
Street <b>320 Broadway</b>	Job Name <b>3rd Street Shoulder Replacement</b>			
City, State, & Zip Code <b>Hannibal, MO 63401</b>	Job Location <b>3rd Street - Church to Hill Hannibal, MO 63401</b>			
E-Mail	Architect / Engineer	Date of Plans	Addendums Acknowledged	

**WORK TO INCLUDE:**

Remove and replace 2" of asphalt on the existing 3rd Street shoulders from Church Street to Hill Street approximately 8' wide on each side and 1,246 LF in length. In addition, remove a 50' x 8' damaged section of shoulder located on northbound side just north of Broadway that has subgrade failure and patch with 6" of additional asphalt.

**Total \$97,167.00**

Subject to ESS standard terms and conditions attached and to be incorporated into this proposal (3 Pages of Conditions)

**SEE FOLLOWING PAGES FOR CLARIFICATIONS AND EXCLUSIONS****Proposal Inclusions & Clarifications**

- 1 Does not include concrete milling or saw cutting.
- 2 Water valves and manholes to be adjusted by others, if required.
- 3 All traffic control and flaggers will be supplied by ESS.
- 4 Price includes dump trucks to haul off millings and sweeping the milled surface. ESS to retain millings.
- 5 Prices are based on performance of work by our open shop crews. We will not sign any union or Project Labor agreements in order to be able to work on this project.
- 6 Street to be cleared of vehicles with the assistance of the City - so that full access is available to ESS to perform their work.
- 7 If a significant variance, as determined by Emery Sapp & Sons, Inc. is discovered from design revisions, Emery Sapp & Sons, Inc. reserves the right to adjust prices accordingly.
- 8 Excludes Insurance beyond Commercial liability (specifically pollution liability, OCP, builder's risk or sbestos / hazardous waste policies)
- 9 Price does not include any signage, re-striping, bollard replacement or new bumper blocks.
- 10 Acquiring any temporary or permanent easements or right-of-way is not included in this proposal. If required, easements or right-of-way shall be obtained and paid for by Owner.
- 11 Not responsible for situations caused by Force Majeure.

**Proposal Exclusions**

- 1 All permits, fees, engineering, testing, quality control, and quality control systems
- 2 Licensed professional survey or as-builts
- 3 Temporary government facilities and controls - bulletin boards, project signs, government field office
- 4 Bonds are excluded. City License if required.
- 5 Railroad insurance, flagging and/or work within railroad tracks
- 6 Temporary access roads
- 7 Cleaning and/or sweeping of adjacent streets and roads beyond above listed scope of work.
- 8 Excludes traffic control, temporary fence or barricades

**Submitted By:**

Darren Woods - Sales & Business Development

Emery Sapp & Sons, Inc.

Phone: (573) 228-7079

Email: darren.woods@emerysapp.com

Payments to be made as follows:

**Estimates Monthly****Terms Net 30 Days**

All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**ESS Authorized Signature**

---

**Signature**

---

**Date****Acceptance of Proposal**

The above prices, specifications, and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment will be made as outlined above.

---

**Signature**

---

**Date****ESS Final Acceptance of Proposal**

---

**Signature**

---

**Date**



**STANDARD TERMS AND  
CONDITIONS  
Attached to Proposal**

***Contractual Conditions***

These Standard Terms and Conditions are not binding upon Emery Sapp & Sons, Inc. (ESS) until Customer has authorized ESS to commence work by execution of the Proposal.

***Financial Assurance***

Customer shall, at the written request of ESS and before the commencement of the Work (or any time thereafter), furnish to ESS reasonable evidence that financial arrangements have been made to fulfill the Customer's obligations to pay ESS. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Customer shall not materially vary such financial arrangements without prior written notice to ESS.

***Warranty***

**Workmanship:** ESS warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the Work.

**Entire Warranty:** THE WARRANTIES OF THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**ESS's Obligation:** ESS shall correct any defects due to faulty workmanship, which appear within twelve (12) months after substantial completion of ESS's Work. ESS's obligation and liability under this warranty are limited to the repair or replacement of any defective workmanship, at Customer's site, and shall not in any case extend to any loss of anticipated profits, rents, shutdown or non-operation of the facility, or other consequential loss suffered by Customer from any cause, including defects covered by this paragraph.

**Exclusions:** This warranty does not cover any failure or defect resulting from:

- (1) Substrate deterioration or earth movement;
- (2) Harmful chemicals, fumes, or vapors;
- (3) Vandalism or physical abuse;
- (4) Lack of proper maintenance and repair;
- (5) Unauthorized penetrations or repairs;
- (6) Acts beyond the reasonable control of ESS, including without limitation, fire, flood,

earthquake, tornado, explosions, Acts of God, or other catastrophic events.

**Notice:** Any warranty claim must be presented in writing to ESS within 12 months after the substantial completion of the ESS's Work, or the claim shall be waived.

***Terms of Payment***

Payments are due within thirty days from the submission to Customer of an invoice or Application for Payment. A "late payment" charge of one and one-half percent (1-1/2%) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

***Permits***

Unless otherwise provided in the Proposal, all building, construction, and other permits required for the Work shall be obtained by Customer at no cost to ESS. Customer shall be responsible for all cost attributable to any delays caused by the Customer's failure to obtain all required permits within the time frame anticipated in this Contract. In addition, the Customer shall be responsible for any and all inspections or tests required by regulatory agencies or code enforcement agencies.

***Performance Dates***

The performance schedule, if stated in the Proposal, is approximate and is not guaranteed by ESS. ESS shall not be liable for delays in delivery, fabrication or installation when such delays result from acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond ESS's reasonable control, and the date of performance shall be adjusted for any such delays. Further, ESS shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

***Scope Limitations***

Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from ESS's Work. Any item which is not specifically made a responsibility of ESS in this Contract is specifically excluded.

***Contract Amendments***

Either ESS or Customer may propose changes to the Work, and such changes shall be incorporated into the final design

as long as proper adjustments in price and schedule are made.

ESS agrees to indemnify Customer for any loss or expense from any claim or suit against Customer as a result of any



maue.

The following contract amendment procedure is to be used for work performed for the Customer by ESS, which is beyond the Scope of the signed Proposal.

- a. As change order items are identified and before any work is done, ESS and the Customer will review and agree on the work to be performed.
- b. A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order.
- c. ESS will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

#### ***Facility/Site Conditions***

Customer shall provide adequate working and storage areas, utilities, and reasonable access to the job site. Customer shall pay any additional costs incurred by ESS as a result of variations in the conditions of the project or site (including but not limited to conditions that were not anticipated by ESS.)

#### ***Drawings***

Any drawings and specifications attached or incorporated into the Proposal have been approved by Customer. No changes shall be made in these drawings or specifications without the express written consent of ESS. ESS shall be entitled to full compensation inclusive of profit and overhead for any and all changes in the drawings and specifications and the work depicted therein, and for any schedule delays, caused in whole or in part by any changes. Customer shall take full responsibility for the completeness and accuracy of any and all drawings and data for the Project. Should this information be incomplete or inaccurate, then Customer shall pay any and all additional costs (including overhead and profit) incurred by ESS as a result.

#### ***Use of Specifications and Drawings***

ESS shall make no use of the specifications, drawings, or other documents except in connection with this Contract.

#### ***Indemnification***

Customer agrees to defend and indemnify ESS against any loss or expense from any claim or suit against ESS as a result of any personal injury or property damage caused by the negligence of Customer or its agent, employees, or suppliers.

personal injury or property damage caused by the negligence of ESS or its agents or employees.

Neither party shall be required to indemnify the other party for the other party's negligence.

#### ***Customer's Insurance***

Customer will procure and maintain the insurance described below: (a) Construction All Risk, (2) Commercial General Liability, and (3) Property/Casualty Insurance.

**Construction All Risk Insurance:** Construction All Risk Insurance or Customer's risk insurance having a "replacement value" basis, and including flood and collapse coverage, on all equipment and activities included in the Proposal and all materials and equipment intended for permanent use or incidental to the construction the Project, the cost of which is included in the cost of the Proposal, while in transit to the site of construction, while at temporary storage locations and while in or about the premises awaiting and during construction until the project is accepted in its entirety by the Customer.

The policy will:

- (a) Provide that all losses shall be adjusted with, and made payable to, the Customer or ESS as their interest may appear.
- (b) Contain no co-insurance clause.
- (c) Contain 30-day cancellation notice.
- (d) All deductibles shall be paid by Customer.

**Commercial General Liability Insurance:** Customer shall maintain commercial general liability insurance from commencement of the Work until twelve (12) months after the Project is finally completed. The limit of liability under such insurance shall be at least \$1,000,000 for any one occurrence.

**Property/Casualty Insurance:** Customer shall purchase and maintain the usual property/casualty insurance on the property and facility in the full replacement value of the property.

All monies received under any such policy shall be applied in or towards the replacement and repair of the Work that is lost, damaged or destroyed. Customer and ESS waive all rights against each other and any of their subcontractors, agents, and employees for any damages or liability covered by Customer's insurance, including any right of subrogation.

#### ***ESS's Insurance***

ESS will provide and maintain, until completion of the Work, Automobile liability insurance, general liability insurance, and workers' compensation insurance. Proof of

Contract and recover from the Customer payment for Work executed and for loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit attributable to the Project.

insurance will be provided if requested.

#### ***Limitation of Liability***

In no event shall ESS be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer, including, but not limited to, loss of use, loss of profit, business interruption, interest, loss by reason of shutdown or non-operation of the Customer's facilities, increased expenses of operation of the Project, the facility or other facilities, or special consequential loss or damage, arising from any cause whatsoever, including without limitation, fire. To the fullest extent permitted by law, the total liability, in the aggregate, of ESS to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ESS's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount.

#### ***Cancellation***

Upon cancellation of this Contract, Customer shall be responsible to ESS for all costs of cancellation, including (1) the proportionate contract price for all Work completed, whether shipped or not, prior to ESS's receipt of notice of cancellation; (2) all costs incurred by ESS in connection with Work not completed at the time notice of cancellation is received; (3) ESS's full anticipated fee for this Contract; (4) all expenses incurred by ESS by reason of such cancellation, including costs arising from termination of subcontractors and vendors; and (5) ESS's reasonable attorney's fees incurred to enforce or defend this provision. This clause shall not limit nor apply to Customer's remedies in the event ESS shall breach or fail to perform any of the terms of this Contract; provided, however, that ESS's liability shall not exceed the limitation of liability set forth in these Terms and Conditions.

#### ***Termination***

If the Customer fails to make payment for a period of 10 days after the date the payment is due, ESS may, upon seven days written notice to Customer, terminate this

reasonable overhead and profit applicable to the Project.

If ESS defaults or persistently fails or neglects to carry out the Work in accordance with this Contract or fails to perform a provision of the Contract, Customer, after seven days written notice to ESS, may make good such deficiencies and may deduct the cost thereof from the payment due ESS. If the unpaid balance of the Contract Amount exceeds costs of finishing the Work, such excess shall be paid to ESS, but if such costs exceed such unpaid balance, ESS shall pay the difference to Customer, subject to the limitation of liability set forth in these Terms and Conditions.

#### ***Choice of Law***

This Contract and any disputes arising under or related to it shall be governed by the laws of place where the Project is located.

#### ***Dispute Resolution***

The parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this agreement. Any party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipients of such notice will respond in writing within five business days with a statement of their position on and recommended solution to the dispute.

#### ***Assigns***

This Contract shall be binding upon the heirs, executors, administrators, successors, survivors, and assigns of the respective parties. Neither party shall assign this Contract without written consent of the other party.

#### ***Complete Agreement***

This Contract sets forth the entire and integrated agreement between Customer and ESS and supersedes any and all prior agreements, representations, and negotiations. No verbal agreement or conversation with any representative or employee of ESS, either before or after execution of the Contract, shall affect or modify any of the terms or obligations of this Contract.

**RESOLUTION NO. 2502-24**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
BETWEEN THE CITY OF HANNIBAL AND EMERY SAPP & SONS IN THE  
AMOUNT OF \$97,167 FOR THE REMOVAL AND REPLACEMENT OF ASPHALT  
ALONG THE 3<sup>RD</sup> STREET PARKING LANES FROM CHURCH STREET TO HILL  
STREET.**

**WHEREAS**, MODOT recently opened bids for the removal and replacement of asphalt along Mark Twain Avenue/3<sup>rd</sup> Street, and

**WHEREAS**, Emery Sapp & Sons were awarded the low bid for the project, and

**WHEREAS**, the City owns the parking lanes along 3<sup>rd</sup> Street from Church to Hill, and

**WHEREAS**, Emery Sapp & Sons has provided a \$97,167 contract to remove and replace the city's portion of the road, and

**WHEREAS**, the project would start in Spring of 2024, and

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

**SECTION ONE:** That the Mayor is hereby authorized to execute the attached contract between Emery Sapp & Sons and the City of Hannibal for the amount of \$97,167 for the removal and replacement of asphalt along the 3<sup>rd</sup> Street parking lanes from Church to Hill Street.

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

**ADOPTED THIS 5<sup>th</sup> DAY OF MARCH, 2024.**

**APPROVED THIS 5<sup>th</sup> DAY OF MARCH, 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](mailto:adorian@hannibal-mo.gov)**



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

FROM: Andrew Dorian

DATE: 2/20/2024

RE: Charter Change Bidding Language

Currently our City Charter does not allow for staff to use National Cooperative Bidding Procedures. This has been a significant problem for years as more and more companies are getting away from specific state bids and utilizing this approach.

Staff's inability to use National Procurement/bidding procedures causes weeks of unnecessary delay and in numerous situations has lead to higher costs for the taxpayers.

Staff would like to ask for the council to place on the ballot a minimal charter change allowing for the ability to use National Procurement/Bidding procedures.

The most popular and commonly used organization is Sourcewell which is a government owned entity which takes care all of the sealed bidding procedures on a national level. City Staff can then utilize Sourcewell pricing and know that the product we are buying has gone through a sealed bid process.

This charter change will result in a significant decrease in wasted time and will save tax payer dollars which is a win for everyone.



**BILL NO. 24-011**

**ORDINANCE NO.**

**FIRST READING 03.05.2024**

**SECOND READING**

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, AUGUST 6, 2024, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO AMEND SECTION 9.13(a)(6) TO ALLOW THE CITY TO UTILIZE NATIONAL BIDDING PROCEDURES IN ADDITION TO THE STATE OF MISSOURI COOPERATIVE BIDDING PROCEDURES**

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

**WHEREAS**, a proposal for the amendment of the Charter of the City of Hannibal have been presented by the City Council;

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

**SECTION ONE:** That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 6<sup>th</sup> day of August, 2024. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

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

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

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

**Tuesday, the 6<sup>th</sup> day of August, 2024**

**Proposition B**

*Chapter 9.13(a)(6) of the Hannibal City Charter currently allows the City of Hannibal to use competitively-bid Statewide Contracts to purchase equipment. Chapter 9.13(a)(6) however limits the City of Hannibal to use only the State of Missouri cooperative bidding procedures, and does not allow the use of National Cooperative Bidding Procedures. In order to allow the*

*City of Hannibal to also utilize National Cooperative Bidding Procedures, shall section 9.13(a)(6) of the Hannibal City Charter be amended to read as follows:*

*9.13 (a)(6) The purchase of equipment through the State of Missouri or national cooperative bidding procedures.*

*[ ] Yes [ ] No*

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

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

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

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

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 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**  
**Email: [adorian@hannibal-mo.gov](mailto:adorian@hannibal-mo.gov)**



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

FROM: Andrew Dorian

DATE: 2/27/2024

RE: Market Street Sidewalk TAP Grant Engineering Contract

The Department of Public Works applied for and received a Transportation Alternatives Program Grant through the Missouri Highways and Transportation Commission for the replacement of sidewalk on Market Street in front of Eugene Field and St. John's Lutheran School.

The City received \$292,165.60 for the project and will be required to spend an additional 20% towards the project as match. The matching funds will come out of the Infrastructure Tax Line Item.

Klingner and Associates was selected by the City as the design/construction administration firm for this project.

Klingner has submitted the following contract amounts:

- Design Phase =	\$40,969.86
- Construction Phase =	<u>\$15,364.92</u>
- Total Engineering Amount =	\$56,334.78

The Department of Public Works recommends that the City Council authorize the Mayor to sign an engineering service agreement with Klingner & Associates for the lump sum not exceed amount of \$56,334.78 for design and

construction engineering services for the Market Street Sidewalk TAP Project.



**SPONSOR:** City of Hannibal, Missouri  
**LOCATION:** Hannibal, Missouri  
**PROJECT:** TAP 2804 (304)

*THIS CONTRACT* is between *City of Hannibal, Missouri*, hereinafter referred to as the "Local Agency", and *Klingner & Associates, P.C.*, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its *Transportation Alternative Program (TAP)*, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct *sidewalks & ADA improvements on Market St. from Arch St. to Grand Avenue* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

#### **ARTICLE I – SCOPE OF SERVICES**

“See Attachment A”

#### **ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

#### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

#### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

#### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on July 1, 2025
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

#### **ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

#### **ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:



- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$5,014.41, with a ceiling established for said design services in the amount of \$40,969.86, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$1,871.78, with a ceiling established for said inspection services in the amount of \$15,364.92, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount calculated at 102.33% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount calculated at 89.00% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. An amount calculated at 0.04% of actual salaries in Item 1 above for facilities capital cost of money rate, plus
  5. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  6. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

#### **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

#### **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: *No Subconsultants*

#### **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.



## **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

#### **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the



regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

#### **ARTICLE XIX – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

#### **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

#### **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form



Executed by the Engineer this 23 day of February, 20 24.

Executed by the County/City this    day of                     , 20   .

**FOR: CITY OF HANNIBAL, MISSOURI**

**BY: \_\_\_\_\_**  
**Andy Dorian, Director of Central Services**

ATTEST: \_\_\_\_\_  
City Clerk

**FOR: KLINGNER & ASSOCIATES, P.C.**

**BY: \_\_\_\_\_**  
**Mark C. Bross, Hannibal Regional Manager**

ATTEST: \_\_\_\_\_

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

## **ATTACHMENT A**

### **Scope of Services**

#### **PRELIMINARY DESIGN PHASE**

- Provide design surveying services including topographic survey and preparation of a base map for design.
- Prepare preliminary layout of an ADA compliant sidewalk along Market Street from South Arch Street to Grand Avenue in front of Eugene Field School and St. John's Lutheran School.
- Identify landowners that may be affected by construction.
- Prepare a preliminary cost estimate.
- Meet with the City and/or MoDOT to review preliminary plans.

#### **FINAL DESIGN PHASE**

- Prepare final plans and specifications based on approved preliminary design.
- Develop and coordinate any phasing.
- Provide a final cost estimate.
- Meet with the City and/or MoDOT to review plans.

#### **BIDDING PHASE**

- Prepare clarification on plans and specifications to bidders during the bidding period.

#### **CONSTRUCTION PHASE**

- Attend pre-construction conference with the City, MoDOT and/or Contractor representatives.
- Provide clarification of contract documents during the construction period.

## ATTACHMENT B

### ESTIMATE OF COST

DESIGN PHASE	<u>Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Cost</u>
<i>Surveying</i>	Licensed Surveyor – P6	36	\$58.76	\$ 2,115.36
	Surveyor – P3	36	\$40.56	\$ 1,460.16
	Technical Supervisor – T6	8	\$33.99	\$ 271.92
<i>Preliminary Design</i>	Project Manager – P7	36	\$74.01	\$ 2,664.36
	Project Engineer – P6	18	\$58.76	\$ 1,057.68
<i>Final Plans &amp; Estimate</i>	Project Manager – P7	40	\$74.01	\$ 2,960.40
	Project Engineer – P6	30	\$58.76	\$ 1,762.80
LABOR SUBTOTAL				\$12,292.68
<i>Payroll Overhead (102.33% X SUBTOTAL)</i>				\$12,579.10
<i>General and Admin. Overhead (89.00% X SUBTOTAL)</i>				\$10,940.48
<i>Facilities Cost of Capital (0.04% X SUBTOTAL)</i>				\$ 4.92
TOTAL LABOR & OVERHEAD				\$35,817.18
<i>Fixed Fee(14% X TOTAL LABOR &amp; OVERHEAD)</i>				\$ 5,014.41
TOTAL LABOR, OVERHEAD & FIXED FEE				\$40,831.59
	<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
<i>Other Direct Costs</i>	<i>Travel</i>	<i>181 miles</i>	<i>\$0.67</i>	<i>\$ 121.27</i>
	<i>Rebar / Lath</i>	<i>10 each</i>	<i>\$1.70</i>	<i>\$ 17.00</i>
SUBTOTAL DIRECT COSTS				\$ 138.27
TOTAL FOR DESIGN PHASE				\$40,969.86

**Fig. 136.4.1 Contract**

Revised 01/27/2016



## CONSTRUCTION PHASE

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>	
<i>Bidding &amp; Construction</i>	Project Manager – P7	62	\$74.01	\$ 4,588.62
LABOR SUBTOTAL				\$ 4,588.62
<i>Payroll Overhead (102.33% X SUBTOTAL)</i>				\$ 4,695.53
<i>General and Admin. Overhead (89.00% X SUBTOTAL)</i>				\$ 4,083.87
<i>Facilities Cost of Capital (0.04% X SUBTOTAL)</i>				\$ 1.84
TOTAL LABOR & OVERHEAD				\$13,369.86
<i>Fixed Fee(14% X TOTAL LABOR &amp; OVERHEAD)</i>				\$ 1,871.78
TOTAL LABOR, OVERHEAD & FIXED FEE				\$15,241.64
	<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Cost</u>
<i>Other Direct Costs</i>	<i>Travel</i>	<i>184 miles</i>	<i>\$0.67</i>	\$ 123.28
SUBTOTAL DIRECT COSTS				\$ 123.28
TOTAL FOR CONSTRUCTION PHASE				\$15,364.92
<u>TOTAL PROJECT TOTAL</u>				<u>\$56,334.78</u>

Fig. 136.4.1 Contract

Revised 01/27/2016

## **ATTACHMENT C**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

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#### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



## **ATTACHMENT D**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

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#### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.



6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** Klingner & Associates, P.C.

**Project Owner (LPA):** City of Hannibal

**Project Name:** sidewalks & ADA improvements on Market St. from Arch St to Grand Avenue

**Project Number:** TAP 2804 (304)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:



No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to LPA



Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

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

Printed Name: Mark C. Bross

Signature: \_\_\_\_\_

Signature: Mark Bross

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

Date: 2-22-2024



**RESOLUTION NO. 2503-24**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$56,334.78  
ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF  
HANNIBAL AND KLINGNER & ASSOCIATES FOR THE MARKET STREET  
SIDEWALK TAP PROJECT.**

**WHEREAS**, the City applied and received a \$292,165.60 TAP Grant for sidewalk replacements in front of St. John Lutheran and Eugene Field Schools, and

**WHEREAS**, the City will be required to spend an additional 20% match on the projects, and

**WHEREAS**, Klingner & Associates submitted a detailed lump sum not to exceed engineering service agreement totaling \$56,334.78 for the design and constructions phases of the project, and

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

**SECTION ONE:** That the Mayor is hereby authorized to execute an engineering service agreement between the City of Hannibal and Klingner & Associates for a lump sum not to exceed the amount of \$56,334.78 for the Market Street Sidewalk TAP Project.

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

**ADOPTED THIS 5<sup>th</sup> DAY OF MARCH, 2024**

**APPROVED THIS 5<sup>th</sup> DAY OF MARCH, 2024**

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**Barry Louderman, Mayor**

**ATTEST:**

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**Melissa Cogdal, City Clerk**



## **Hannibal Emergency Management**

**Jacob Nacke, Director**

3302 Arapaho St.  
Hannibal, MO 63401

Phone: 573-221-9210  
Email: eoc@hannibal-mo.gov

02/29/2024

To Mayor and Council,

I am requesting the council and mayor to authorize a contract with Onsolve regarding our ongoing Code Red Alert system. Based on our current pricing we were due to pay approximately \$29,000. I was able to negotiate with Onsolve and get a one year contract for \$25,000. This is a one year agreement giving us flexibility to see the promised upgrades to the system and determine if we should continue, or pursue other options in the future.

Jacob Nacke  
Director  
Hannibal Emergency Management



## ORDER FORM

This Order Form documents the purchase of Subscription Services and other Services being purchased by the customer listed below ("Customer") from OnSolve, LLC ("OnSolve"), and is entered into as of the date the Customer signs (the "Effective Date").

**Initial Term:** 1.00 year(s) commencing on the Service Start Date

**Renewal Term:** 1.00 year(s)

Service Start Date: June 29, 2024

<b>Customer Information</b>	Company Name:	City of Hannibal, MO
	Street Address:	320 Broadway
	City, State, Zip, Country:	Hannibal, MO, 63401, US
<b>Customer Delivery Address</b>	Company Name:	City of Hannibal, MO
	Name:	Jacob Nacke
	Street Address:	320 Broadway
	City, State, Zip, Country:	Hannibal, MO, 63401, US
	Phone:	(573) 221-0111
	Email:	jnacke@hannibalpd.com
<b>Customer Primary Contact</b> <i>Note: this contact will be setup in the Services as an Administrator</i>	Name:	Jacob Nacke
	Title:	Chief Of Police- Hannibal, MO Police Department
	Phone:	(573) 221-0111
	Email:	jnacke@hannibalpd.com
<b>Billing Information</b>  Purchase Order Number	Company Name:	City of Hannibal, MO
	Name:	Jacob Nacke
	Street Address:	320 Broadway
	City, State, Zip, Country:	Hannibal, MO, 63401, US
	Phone:	(573) 221-0111
	Email:	jnacke@hannibalpd.com
	Billing Currency	USD

### Subscription Service Fees



Item/Description	Order Term	Qty	Unit Price	Term Total
CodeRED Standard Unlimited Package	06/29/2024 - 06/28/2025	1	\$25,000.00	\$25,000.00
CodeRED Weather Warning	06/29/2024 - 06/28/2025	1	Included	Included
CodeRED IPAWS Integration	06/29/2024 - 06/28/2025	1	Included	Included
CodeRED Premium Data	06/29/2024 - 06/28/2025	1	Included	Included
CodeRED Foreign Language Message Translation	06/29/2024 - 06/28/2025	3	Included	Included
<b>Total: Subscription Fees</b>				<b>\$25,000.00</b>

**ORDER TOTAL****\$25,000.00****Annual Fees**

<b>Year 1 Subscription Fees + Non-Recurring Service Fees</b>	<b>\$25,000.00</b>
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The figures shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Customer Delivery Address" provided by Customer listed above on this Order Form.

All pricing is in US Dollars unless otherwise specified

**Planned Use**

Customer will use the Services for internal business activity related to critical business events, business continuity events, employee [public/employee] safety and awareness and disaster recovery for IT outages.

**Service Description****CODE-Unlimited Pkg**

- CodeRED Subscription Service
- Emergency and non-Emergency use
- Unlimited voice minutes, SMS Text, Email, RSS, TTY and Social Media messages
- Unlimited CodeRED Mobile Alert application push notifications
- Unlimited initiators
- Role based initiator permissions
- Esri based mapping
- Custom geocoding
- Managed Data Services with one (1) annual Data Load
- Two-Way messaging for contacts
- Dedicated public enrollment web page with branding

- Unlimited Opt-in categories
- Contact enrollment web page
- Web widget with enrollment link
- Voice based polling
- Reporting and analytics
- Resource Library
- Solution setup
- Base System Updates and Maintenance
- One (1) annual live web-based training – client dedicated
- Unlimited access to monthly web-based live and recorded trainings
- 24/7/365 support

**Service Terms**

- Use of the Subscription Service is intended for **Marion County, MO**
- Population: **28,438**. A population increase above 10% may result in increased pricing.
- Emergency means threat to life and/or property.
- "Message Unit" equals sixty (:60) seconds of connected voice or TTY call time deducted in six (:06) second increments and/or SMS Text segments of 140 characters. Unused Message Units do not carry over year-to-year.

**Tax Exemption Status** ☒ My organization is tax exempt and will provide exemption certificate to [salestax@onsolve.com](mailto:salestax@onsolve.com).

All Services being purchased by Customer in this Order Form shall be exclusively governed under the OnSolve standard terms and conditions set forth at the following URL: <https://www.onsolve.com/legal/TC-Government/> (the "Terms"). In the event of a conflict between the Terms and this Order Form, the terms of this Order Form shall control.

**City of Hannibal, MO**

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

Name: Jacob Nacke

Title:

Date: