

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

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

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

The instructions to watch the meetings online follow:

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

CITY OF HANNIBAL

OFFICIAL PUBLIC HEARING

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

CALL TO ORDER

MIKE MCHARGUE – BUILDING INSPECTOR

Re: Grape Street Vacation

PUBLIC COMMENTS

ADJOURNMENT

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday, August 6, 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

Regularly Scheduled Council Meeting – July 16, 2024

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

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

TAMMY RILEY – 10th ANNUAL BIG RIVER STEAMPUNK FESTIVAL
Re: Street Closures, Use of Riverfront Property
Friday, August 30th at 8 a.m. until Monday, September 2nd at 5:00 p.m.
(Staff Comments)

WHITNEY CULP– 11316 DOVE RIDGE ROAD
Re: City Ordinance 4849 – Municipal Code 1, Section 32--35
(Non-Conforming Uses)

BARRY LOUDERMAN –MAYOR
Recommendation of Re-Appointment

Hannibal Convention and Visitors Bureau
Joy McPike – re-appointment for a term to expire September 2029

MAYOR PRO TEM DOBSON– 2ND WARD COUNCIL MEMBER
Re: No Parking Decision for Edwards Street

ROBERT “BOB” KOEHN– 3RD WARD COUNCIL MEMBER
Re: Use of Fireworks – Dedicated to July 3rd, 4th, and 5th
(Bill No.24-019, to follow, for first reading)

Re: Traffic Lights on Broadway

ANDY DORIAN – DIRECTOR of CENTRAL SERVICES
Re: City Hall Roof Replacement Engineering Contract
Klinger & Associates - \$8,900.00
(Resolution No.2512-24, to follow, for approval)

BIANCIA QUINN– FINANCIAL DIRECTOR
Re: Set Public Hearing – 2024 Ad Valorem Property Tax Levy
Tuesday, August 20, 2024, at 6:45 p.m.

MIKE MCHARGUE – BUILDING INSPECTOR

Re: Vacation of Grape Street

(Bill No.24-020, to follow First reading)

MARIA KUHNS – HANNIBAL REGIONAL ECONOMIC DEVELOPMENT COUNCIL

Re: Real Property, Personal Property, and Local Sales Tax Abatement

Issuance of Industrial Development Revenue Bonds

(Resolution No.2513-24, to follow, for approval)

BILL NO. 24-019

**AN ORDINANCE REVISING CHAPTER 12, ARTICLE I. - IN
GENERAL,
BY AMENDING SEC 12-1.-SALE AND USE OF FIREWORKS**

BILL NO. 24-020

**AN ORDINANCE OF THE CITY OF HANNIBAL VACATING A
UNDEVELOPED TRACT OF LAND KNOWN AS GRAPE STREET,
TYRONE STREET AND EDWARDS STREET, WHICH IS PART OF
BLOCKS 4, 8, AND 9, TOWNES ADDITION, BLOCK 6, WARDLAWS
ADDITION, AND MUDD’S SUBDIVISION, CITY OF HANNIBAL,
MARION COUNTY, MISSOURI**

RESOLUTION NO. 2512-24

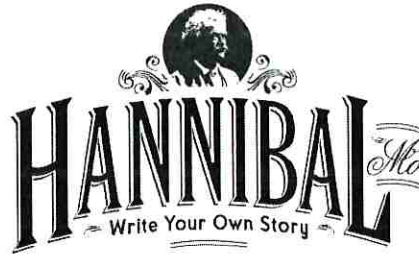
**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
\$8,900 ENGINEERING SERVICE AGREEMENT BETWEEN THE
CITY OF HANNIBAL AND KLINGNER & ASSOCIATES FOR THE
REPLACEMENT OF THE ROOF AT CITY HALL**

RESOLUTION NO. 2513-24

**A RESOLUTION OF OFFICIAL INTENT OF THE CITY
OF HANNIBAL, MISSOURI, TOWARD THE ISSUANCE
OF THE CITY'S INDUSTRIAL DEVELOPMENT
REVENUE BONDS TO FINANCE A PROJECT FOR
GENERAL MILLS OPERATIONS, LLC; AUTHORIZING
THE OFFERING FOR SALE OF THE BONDS; AND
AUTHORIZING CERTAIN ACTIONS RELATING
THERE TO.**

CLOSED SESSION

In Accordance with RSMo 610.021 (1), (2) & (12)



MEMORANDUM

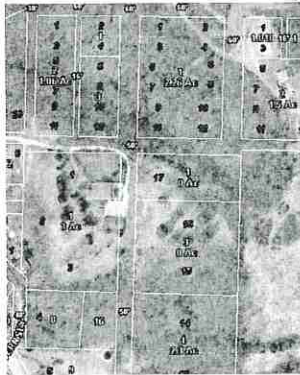
To: Mayor and City Council

From: Donna Klingler, DPW Management Assistant

Re: Grape Street Vacation

Date: June 20, 2024

Planning & Zoning has received an application from Janessa Vandette and is requesting to vacate a portion of Grape Street, Edwards Street and Tyrone Street. On the attached photo, the area outlined is what she is requesting to vacate.



The DPW contacted all necessary departments within the city about the street vacation and there were no objections from any departments. The Hannibal Board of Public Works and Liberty Utilities have asked that we maintain the utility easements that run thru the street, and the property owners have been aware of this.

The Planning and Zoning Committee heard this request at their meeting on Thursday, June 20th, and there were no objections for this request. Mark Bross with Klingler and Associates also reviewed the request for the vacation prior to P&Z, he too has no objections to the vacation of the streets. They would like to set for a public hearing at council on August 6, 2024 at 6:45 P.M.

**Return to:**

Office of the City Clerk

Attn: Britta Dooley

320 Broadway Hannibal, MO 63401

Ph. (573) 221-0111 ext. 221

Fax (573) 221-8191

Email to: bdooley@hannibal-mo.gov

SPECIAL EVENT APPLICATION(Council Meetings are the 1st & 3rd Tuesdays of each month)**Deadline for Submission: Wednesday, Prior to Council Meeting**

Today's Date: 03/01/2024 Date you wish to be placed on Agenda: July 16, 2024
Your Organization: Big River Steampunk Festival Special Event: Labor Day Festival
Date(s) of Event: Aug 30 - Sept 2, 2024 Requested Times (from-to): 8am Aug 30 - 5pm Sept 2
Description of Activity: 10th Annual Steampunk Festival

Primary Contact Person(s): Timmy Riley Cell Phone: 673-822-4689
Work Phone: Same E-mail: steampunkbigriver@yahoo.com
Assistance Needed (location, etc.): Blocking of North Main Street as well as the River front first area to the left as entering the riverfront. (see attached)
Also have rented the gazebo

DEPARTMENTAL COMMENTS (office Use)

Police: Center street needs to be left open or blocked off only with barricades not Dept. Cost: 0

bollards otherwise Emergency Services won't have a way to enter. -Chief Nacke

Fire: No issues with this event. Dept. Cost: 0

-Chief Ryan Neisen

BPW: HBPW doesn't see anything out of the ordinary. Dept. Cost: 0

-Darrin Gordon, GM

Building Inspector: No comments or concerns. **Dept. Cost:** 0
-Building Inspector's Office

Parks: The parks department has no objections, however would like the Council to be made aware of what the situation downtown would look like with the closures and rental so, Andy Dorian would like to speak on this during Council. **Dept. Cost:** 0
-Andy Dorian

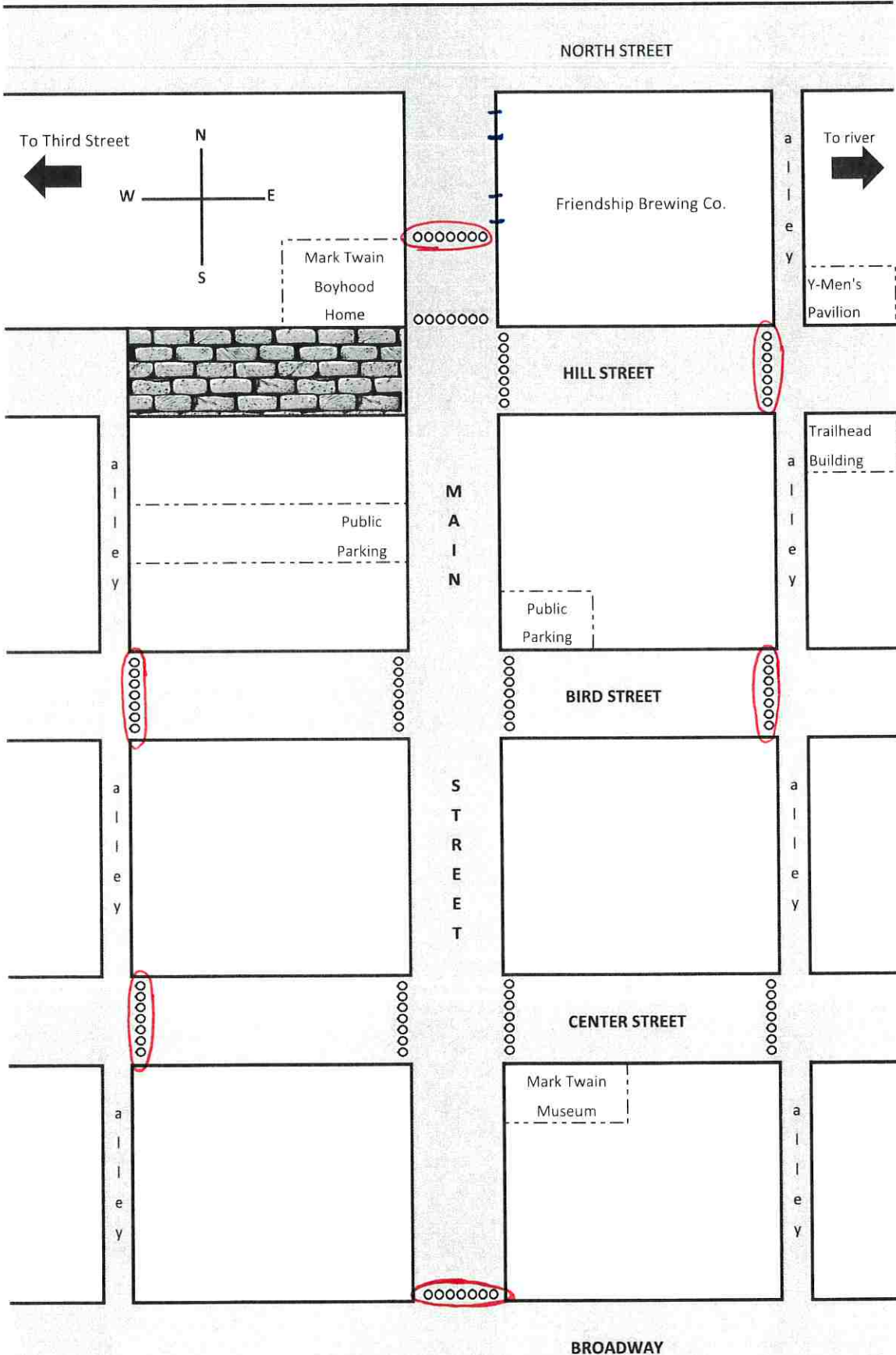
Streets: The Street Department has no objections. The City of Hannibal does not own the parking lot behind the Santa House, we cannot give permission to use. **Dept. Cost:** 0
-Andy Dorian

Tourism: We have a Riverboat docking on August 29th that doesn't depart until 10pm. I would ask that no set up is done on August 29th that would interfere with the docking. **Dept. Cost:** 0
-T. O'Cheltree

Administration: All documents on file in the Clerks office. **Dept. Cost:** 0
-Clerk's Office

STAFF RECOMMENDS:

HISTORIC DISTRICT - REQUESTED STREET CLOSURES



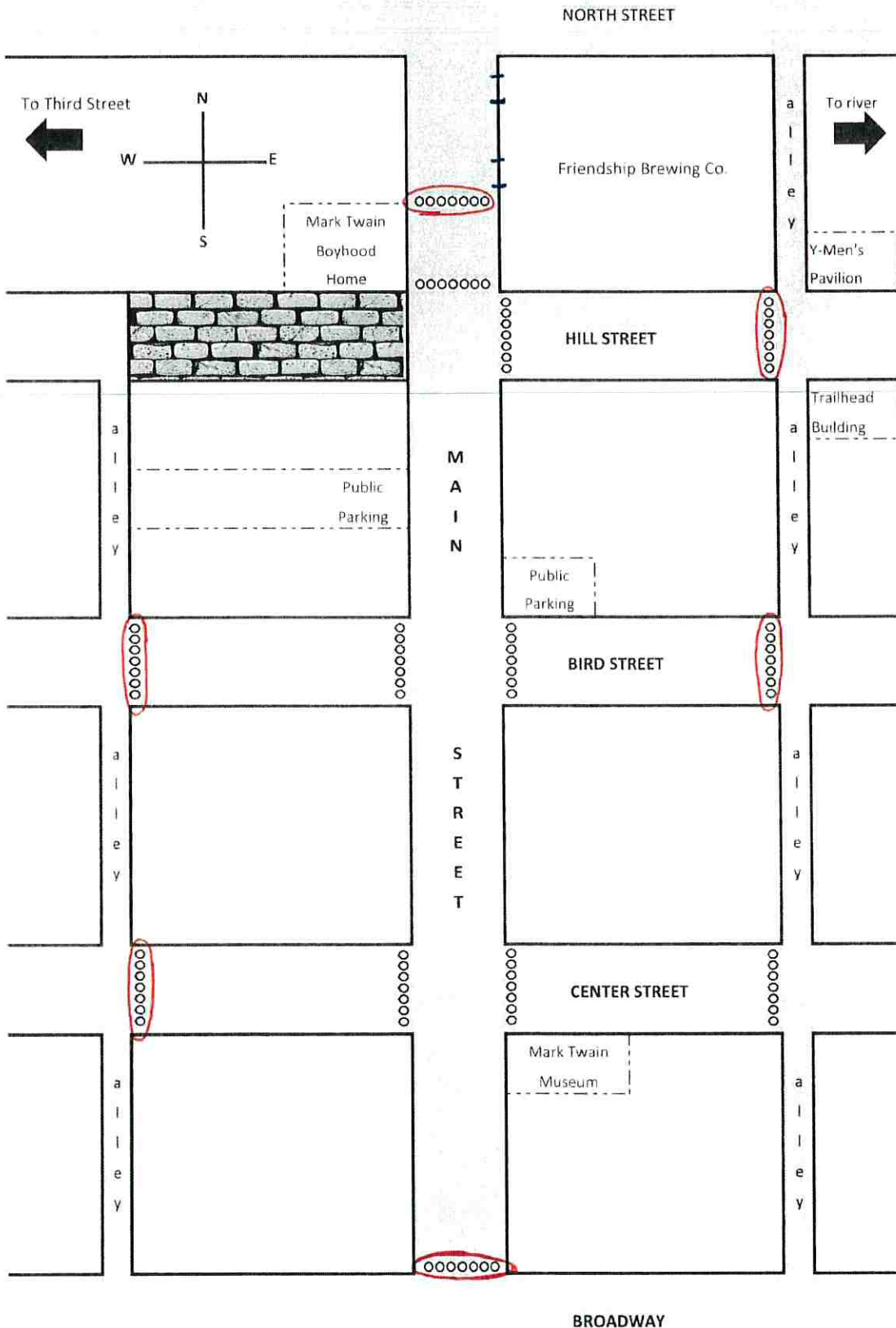
OOOOOOO Indicates the optional road closures, ONLY circle those where you request to have the road closed. If you wish to have bollards in place rather than barricades please specify.

Would like permission to use the area on North Main and Hill Street behind Santa's house as well as the Mud Volleyball area.

Will have horses in the parade Saturday morning. Riders are providing their own saddle club "clean up" crew.



HISTORIC DISTRICT - REQUESTED STREET CLOSURES

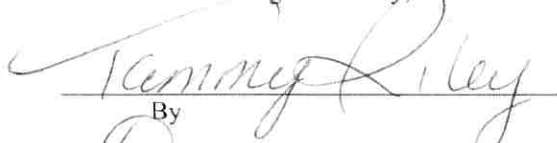



ooooooo Indicates the optional road closures, ONLY circle those where you request to have the road closed. If you wish to have bollards in place rather than barricades please specify.



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.


By


Title



Date



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name Steam Punk Big River Festival Date of Event Aug 30 - Sept 2, 2024
Location/Address/Facility Name Nobles Park
101 North Main Street
Expected Number of Attendees: 100

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: Tammie Riley
Cell Phone: 573-822-4089

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-sight EMS be provided?

☒ Yes ☐ No

If yes, contact name and phone

Amulance District

3. Will on-site security be provided?

☒ Yes ☐ No

If yes, contact name and phone

Tommy Riley

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?

NA

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 *Ambulance EMT's*
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: *Tammy Riley*

Cell Phone: *573-822-4089*

Secondary Contact: _____

Cell Phone: _____

Dial 911 in case of emergency



MARKEL INSURANCE COMPANY

MEMBER CERTIFICATE

CERTIFICATE NUMBER: 2003001888 04/05/2024 DATE: April 5, 2024

THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH THE FOLLOWING:

MASTER POLICY NUMBER: M1RPG0000000280100

FIRST NAMED INSURED (MASTER POLICY HOLDER): Sports, Leisure and Entertainment Risk Purchasing Group

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE MASTER POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS CERTIFICATE.

NAMED INSURED (CERTIFICATE HOLDER)

Name and Mailing Address (No., Street, Town or City, State, Zip Code):

Big River Steampunk Festival
201 North 3rd Street Suite 100
Hannibal, MO 63401

Effective Date: 08/31/24 at 12:01 AM EDT

Expiration Date: 09/03/24

This replaces prior Certificate Number:

Plan Administered By

K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne, IN 46804

Contact Information

Name: MM - Short Term Special Events
Phone: 1-877-648-6404
Fax: 1-260-459-5502
Email: info@eventinsurance-kk.com

Insurer

Markel Insurance Company
10275 West Higgins Road, Suite 750
Rosemont, IL 60018

Producer Name And Mailing Address

K&K Insurance Group, Inc
1712 Magnavox Way
Fort Wayne, IN 46804

To Report A Claim

By Phone: 1-800-237-2917
By Fax: 1-312-381-9077
By E-mail: KK.Claims@kandkinsurance.com
K&K Insurance Group, Inc.
By Mail: 1712 Magnavox Way P.O. Box 2338
Fort Wayne, Indiana 46801
Online: www.kandkinsurance.com

Description Of Operations, Premises, And Operations		
Description Of Operations: Event Name: Big River Steampunk Festival Attendance: 8000 Event Dates: 8/31/24 – 9/2/24 Event Location: Outdoor Event, North Main Street, Hannibal Missouri 63401		
Premises And Operations		
Location No.	Address	Operations
	Refer to Coverage form MGL 1578	
Limits Of Insurance		
Commercial General Liability		
General Aggregate:	\$5,000,000	
Products/Completed Operations Aggregate:	\$1,000,000	
Personal And Advertising Injury:	\$1,000,000	Any One Person Or Organization
Each Occurrence:	\$1,000,000	
Damage To Premises Rented To You:	\$1,000,000	Any One Premises
Medical Expense:	\$5,000	Any One Person
Additional Coverages		
In addition to the Commercial General Liability coverages shown above, the following additional coverages are provided. If a coverage is not listed below, such coverage, including its corresponding endorsement, does not apply to this Member Certificate.		
Limit Of Insurance		

Endorsements
Forms and endorsements applying to this Member Certificate and made part of this policy at time of issue:
Refer to master policy including all state amendatory endorsements applicable to the state of this Member Certificate.

This Member Certificate, together with the Coverage Form and any Endorsement(s) attached to the Master Policy, complete the above numbered certificate. Coverage is subject to all terms, conditions, limitations, exclusions, and other provisions contained therein.

Member Certificate Premium
Commercial General Liability Premium: \$2,210.00

To review the Master Policy: Please send a written request to the Plan Administrator shown above.

Countersigned: April 5, 2024

Date

By:

Scott Furbush

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2024

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

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

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising PHONE (A/C, No, Ext): 1-877-648-6404 FAX (A/C, No): 1-260-459-5502 E-MAIL: info@eventinsurance-kk.com ADDRESS: PRODUCER CUSTOMER ID:
INSURED 2001436811 CP# 128 Big River Steampunk Festival 201 North 3rd Street Suite 100 Hannibal, MO 63401 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 38970

COVERAGES **CERTIFICATE NUMBER:** 2000613553 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		M1RPG0000000280100	08/31/24 12:01 AM	09/03/24 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<input type="checkbox"/> MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event Name: Big River Steampunk Festival Attendance: 8000
Event Dates: 8/31/24 - 9/2/24 Event Location: Outdoor Event, North Main Street, Hannibal Missouri 63401
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER City of Hannibal 320 Broadway Hannibal, MO 63401 Owner/Manager/Lessor of Premises	CANCELLATION 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>Scott Farnham</i>
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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

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DATE (MM/DD/YYYY)

04/05/2024

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COVERAGES**CERTIFICATE NUMBER:** 2000613554**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		M1RPG0000000280100	08/31/24 12:01 AM	09/03/24 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<input type="checkbox"/> MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL

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

Event Name: Big River Steampunk Festival Attendance: 8000

Event Dates: 8/31/24 - 9/2/24

Event Location: Outdoor Event, North Main Street, Hannibal Missouri 63401

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

Park and Rec Department
320 Broadway
Hannibal, MO 63401
Owner/Manager/Lessor of Premises

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/05/2024

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

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

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising PHONE (A/C, No, Ext): 1-877-648-6404 FAX (A/C, No): 1-260-459-5502 E-MAIL ADDRESS: info@eventinsurance-kk.com PRODUCER CUSTOMER ID:
INSURED 2001436811 CP# 128 Big River Steampunk Festival 201 North 3rd Street Suite 100 Hannibal, MO 63401 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 38970

COVERAGES**CERTIFICATE NUMBER:** 2000613555**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		M1RPG0000000280100	08/31/24 12:01 AM	09/03/24 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL

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

Event Name: Big River Steampunk Festival Attendance: 8000

Event Dates: 8/31/24 - 9/2/24

Event Location: Outdoor Event, North Main Street, Hannibal Missouri 63401

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

NobleWares
101 North Main Street
Hannibal, MO 63401
Owner/Manager/Lessor of Premises

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

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;

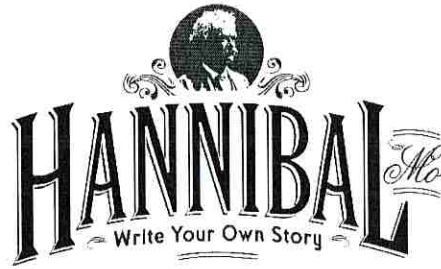
whichever is less.

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

ACTIVITY	PROCESS
<input checked="" type="checkbox"/> Business License <i>ON FILE</i>	The business / group promoting and organizing the event for profit must obtain a City of Hannibal Business License. Contact City Hall at 573-221-0111 for more information.
<input checked="" type="checkbox"/> Alcohol <i>yfw</i>	1. Review the City of Hannibal, <u>Municipal Code Chapter 3 Alcoholic Beverages</u> . 2. Approval is needed from the City of Hannibal
<input checked="" type="checkbox"/> Retail Vendors	If retail sales are being made, vendors are required to collect and report sales tax to Missouri Department of Revenue. Tax Packets may be obtained by calling 573- 751-3505 or by visiting the Business tax Registration Forms at http://dor.mo.gov
<input checked="" type="checkbox"/> Food Vendors	If food is to be served, each food vendor must receive approval from the Marion County Health Department. You may contact them at 573-221-1166 .
<input checked="" type="checkbox"/> Parade or other run / walk event <i>Parade on North Main only</i>	Special Events that occur on public property, require street closures, or involve outdoor retail sales, first require City Council approval. Parades require you to obtain a permit from the Police Department after Council Approval, but prior to your event. You must contact the Police Department 573-221-0987 within 10 days of your event to secure the appropriate parade permit.
<input checked="" type="checkbox"/> Security	(Must Provide Own) Method of Security
<input checked="" type="checkbox"/> Waste Removal / Recycling	Responsibility of Event Holder
<input checked="" type="checkbox"/> Port-A-Potties	Not supplied by City
<input checked="" type="checkbox"/> Barricades/Road Closures	If you're requesting a road closure & your area is outside of the map provided in the packet, then you must provide your own map (If you are having trouble with this please contact the Clerk's Office, the office manager will be happy to assist you). Your requested road closures or barricades will need to be marked on the map you've turned in with your packet.
<input checked="" type="checkbox"/> Electric Power <i>Electric is needed on the 5 panels in the area of Bird Street As well as the Riverfront</i>	For temporary electric utility service for Festivals, the organizer must contact the HBPW at 573-221-8050. A utility application is required no later than the Wednesday preceding the City Council Meeting you plan to attend. The pedestals located along Main St. are not for vendor use and will not be energized during events. Service call outs determined to be the fault of the vendor are at the organizer's expense and billed in accordance with the HBPW Schedule of Rates and Fees. For electric utility service at the Riverfront or other park locations, the organizer should contact Parks and Rec at 573-221-0111. Meter Fee and prepayment of usage is required. Any overpayment will be refunded.
<input checked="" type="checkbox"/> Water <i>At the Y Mena pavilion and on the corner of Bird & Main and Hill & Main</i>	For use of water at a fire hydrant, the organizer must contact the HBPW at 573-221-8050. A utility application is required no later than the Wednesday preceding the City Council Meeting you plan to attend. Meter Fee and prepayment of usage is required. Any overpayment will be refunded.

All special events; etc. must contact the Hannibal Fire Department for appropriate permits

Administration Building
 2333 Palmyra Road
 Mark Kempker, Training Officer
 (573)221-0651



MEMORANDUM

To: Melissa Cogdal - City Clerk

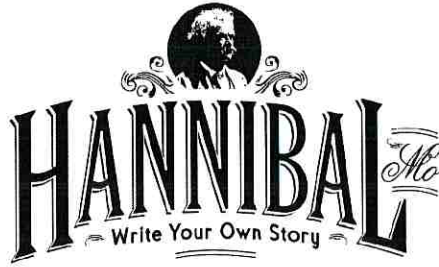
From: Barry Louderman - Mayor

Re: Hannibal Convention and Visitors Bureau

Date: August 1, 2024

Please submit Joy McPike's name to the next Council agenda for reappointment to the Hannibal Convention and Visitors Bureau. The term will expire September 2029.

Office of the



City Clerk

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: 8/1/24
Date you wish to be placed on Agenda: 8/6/24
Name: Whitney Culp
Address: 11316 Dove Ridge Rd. Hannibal mo 63401
Phone Number: 573-629-8954
Subject Matter: City Ordinance 4849
Municipal Code Division 1, Sec 32-35.

8/1/24
Date

Whitney Culp
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 320 Broadway, Hannibal, MO 63401
P 573.221.0111 F 573.221.8191
www.hannibal-mo.gov
mcogdal@hannibal-mo.gov

✓Rec'd 08.01.24 @ 4:46pm

BILL NO. 20-031

ORDINANCE NO. 4849

FIRST READING 12.01.2020

SECOND READING 12.15.2020

AN ORDINANCE AMENDING CHAPTER 32, ARTICLE I, OF THE ORDINANCES OF THE CITY OF HANNIBAL BY ADDING SECTION 32-35 *NON-CONFORMING USES* REGARDING CONTINUATION OF NON-CONFORMING USES

WHEREAS, the City Council has determined that currently the ordinances of the City of Hannibal do not allow continuation of non-conforming uses in the event of a termination of use without fault of the property owner, and further that the said ordinances are unclear regarding the status of non-conforming uses after a change in ownership, and

WHEREAS, the City Council has determined that it is necessary and in the best interests of the Citizens of Hannibal, that such area of the law be clarified to protect the property rights of all citizens.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HANNIBAL AMENDS CHAPTER 32, ARTICLE I TO INCLUDE SECTION 32-35:

SECTION ONE: The City hereby amends Chapter 32, Article I, to include the following ordinance:

Sect 32-35. - NON-CONFORMING USES

1. The following terms as used in this ordinance shall be defined as follows:
 - a. "Property" shall mean any lot or other tract of ground located within the confines of the City limits of the City of Hannibal.
 - b. "Improvement" shall mean any man-made structure on a property, including a house, shed, building, commercial building or fence.
 - c. "Non-conforming use" shall mean a use of land that lawfully existed prior to the enactment of a zoning ordinance and which is maintained after the effective date of the ordinance even though not in compliance with use restrictions.
 - d. "Transfer of ownership" shall mean a transfer by Deed or Contract for Deed to another person, trust, corporation, LLC, company, or other legal entity.
2. In the event that there is a transfer of ownership of property which has been used for a non-conforming use, then the new owner may not change the use to a different non-conforming use. However, the new owner may continue to utilize the property for the specific non-conforming use which the previous owner

utilized the property for, provided that such use by the new owner is started within:

- a. Sixty (60) days of the transfer and thereafter operated continuously for residential property.
 - b. One hundred eighty (180) days of the transfer and thereafter operated continuously for all non-residential property.
3. Regardless of whether there is a transfer of ownership, in the event that a property has been used for a non-conforming use, if such use shall cease for a period of one hundred eighty days (180) or longer, then it shall be unlawful thereafter to reinstate such use on the property.
 4. In the event that an improvement on a property is a nonconforming use and such improvement is damaged or destroyed, such improvement may be repaired or rebuilt, provided that the construction is started within one hundred eighty days (180) of the date of damage or destruction and that the repair or construction is completed within one hundred eighty days (180) of beginning the work.
 5. In the event that a mobile home is located on property where it is a non-conforming use, it may be replaced. Such replacement must occur within sixty days (60) of the destruction or removal of the prior mobile home. Further, the replacement mobile home must be no older than two (2) years, it must be placed in the same location as the previous mobile home, and its size must be no more or less than 20% difference in size from the previous mobile home.

SECTION TWO: It hereby is declared to be the intention of the City Council that each and every part, portion and sub-portion of this Ordinance shall be separate and severable from each and every other part, portion or sub-portion hereof and that the City Council intends to adopt each said part, portion or sub-portion separately and independently of any other part, portion or sub-portion. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, portions and sub-portions shall be and remain in full force and effect.

SECTION THREE: All ordinances and parts of ordinances in conflict with this ordinance, in so far as they conflict, are hereby repealed.

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

ADOPTED THIS 15th **DAY OF** December, 2020.

APPROVED THIS 15th **DAY OF** December, 2020.


James R. Hark, Mayor

ATTEST:


Angelica N. Zerbonia, MRCC. CMO – City Clerk

Edwards Street No Parking and Building Commission Concerns

Edie Graupman <egraupman@morec.org>

Tue 7/30/2024 8:32 AM

To: Andy Dorian <ADorian@hannibal-mo.gov>; Melissa Cogdal <MCogdal@hannibal-mo.gov>; Barry Louderman <BLouderman@hannibal-mo.gov>; Michael Dobson <MDobson@hannibal-mo.gov>

Good morning all, I hope all is well with all of you. I have a concern with the request that was made at the council meeting on July 16th by Councilman Phillips and making the section of Edwards street no parking and thought an email may be a good place to start and see what help you all can be and will then proceed from there. I will completely agree with you that parking on Edwards can be a tight problem at times and that majority of the problems with the parking comes from the two addresses of 423 and 425 Edwards. These houses have been a public nuisance for many years, as I can attest to from when I worked at the City and saw them on the Building Commission list for demolition and yet they still remain on the demolition list over three years later. I know this because we have a rental home at 421 Edwards. We have called and made several complaints to the city and to HPD regarding the two houses mentioned above and yet they remain. Many days you are correct you cannot get down the street because of the vehicles, campers, and trailers that are parking in the front yard and street of this home. As a matter of fact, their last camper that was parked in the front yard (no sure how that was allowed) actually damaged our rental home when it ripped off a section of the roof, and we had to call HPD yet again and make a report. My question here is, that Councilman Phillips stated that he spoke to all the property owners on this street that they were in favor of the no parking, well Graupman Properties, the owner of 421 Edwards was never contacted?? Not by letter, not by phone call, not by a personal visit. Yes we do have a single parking driveway spot, but two driving people live in our home, so...where do they park? It kind of seems like a cat and mouse game here to me. If the City would have demolished these two properties years ago when they were put on the building commission list, then a parking issue would have never occurred, right?? And yes, I know the budget for demos is small, but you have to remember I know how these processes work, these were small homes, that would have been very inexpensive demolitions. Did this go thru Planning and Zoning and if so, were certified letters sent out to the property owners within so many feet, or is that process not done anymore?? Looking at the assessor's page, I see that the 423 and 425 Lots are not City owned, which tells me that when demoed, there will be a lien against them, which puts out us buying the lots so that our tenants would actually have a place to park now that, that has been taken away without consent. Since parking is so limited, will our tenants be granted the right to park in the yard, next to the single driveway without property nuisance violations? I mean the neighboring property does it all the time and seems to not be ticketed for it? I just need to know how to let our tenants proceed forward, because they now live in a home that doesn't allow them to park at it.

Thank you for your time.

Edie Graupman
Executive Secretary
Missouri Rural Electric Cooperative
P.O. Box 111
Palmyra, MO 63461
573-769-2104



Proposed ordinance change

Bob Koehn <BKoehn@hannibal-mo.gov>

Mon 7/29/2024 4:31 PM

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

 1 attachments (59 KB)

Ordinance Amending Chapter 12, Section 12-1 Fireworks.docx

Melissa,

Could you please add this to the Agenda for the next Council Meeting?

Thanks,

Bob

Get [Outlook for iOS](#)

BILL NO. 24-019

ORDINANCE NO.

FIRST READING 08.06.2024

SECOND READING

**AN ORDINANCE REVISING CHAPTER 12, ARTICLE I. - IN GENERAL,
BY AMENDING SEC 12-1.-SALE AND USE OF FIREWORKS**

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

Section 1. WHEREAS, The City of Hannibal previously passed section 12-1 of the Ordinances of the City of Hannibal, which said ordinance prohibits the discharge of fireworks in the City limits of Hannibal

AND WHEREAS, further, while the practice of the City of Hannibal has been that appeals of the decisions of the HDDC are appealed to the Planning and Zoning Commission, but that such appeals process was not specifically set out in the ordinances, and for clarity and fairness it is necessary to set out the specific procedures for such appeal;

NOW THEREFORE, the City Council hereby revises Chapter 32 Article XI as follows:

Section 2. Section 12-1 of the Ordinances of the City of Hannibal is hereby revoked and a new Section 12-1 is hereby enacted as follows:

Sec. 12-1. - Sale and use of fireworks.

- (a) No person shall sell, offer for sale, use or discharge any firecrackers or fireworks, including but not limited to toy pistols, cannons or canes in which explosives are used, or any type of balloon which requires fire underneath to cause the same to rise. However, this section shall not apply the following situations:
 - (1) The necessary discharge of flares or torpedoes for signal purposes in connection with railroads or other means of transportation.
 - (2) The use of blank cartridges, firearms or species of fireworks in connection with theatrical exhibitions.
 - (3) The activities of any military organization or organization of veterans.
 - (4) The use or activities of any department or division of the city approved by the official head of the department or division.

(5) Any pyrotechnic display given by a civic organization or group or under the supervision or authority thereof, or by an amusement park. Any such display must be licensed as provided herein.

(6) Fireworks discharged on private property between the hours of 8:00 A.M. and 10:00 P.M. on July 3, July 4, or July 5

(b) Permits for the use of fireworks in connection with pyrotechnic displays shall be issued by the chief of the fire department upon written application when he is satisfied that the applicant is a responsible civic group or association, or the responsible management of an amusement park, that the conditions and use of fireworks will not involve undue or unusual danger to person or property, and that proper standards concerning the use of the fireworks will be employed.

(Code 1963, § 301.240; Code 1988, § 12-1; Ord. No. 3296, § 2, 1-4-1983; Ord. No. 4285, § 1, 4-20-2004)

State Law reference— Fireworks, RSMo 320.106 et seq.; authority for local regulation of fireworks, RSMo 320.121.

Section 2 All ordinances and parts of ordinances in conflict with this ordinance, in so far as they conflict, are hereby repealed.

Section 3. 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

Re: Proposed ordinance changing fireworks ordinance

James Lemon <joxur.the.mighty@gmail.com>

Tue 7/30/2024 10:33 AM

To: Bob Koehn <BKoehn@hannibal-mo.gov>

Cc: Melissa Cogdal <MCogdal@hannibal-mo.gov>; Morgan Lord <morgan@lmlawfirm.net>

OK. I ran into Chief Bogue at Walmart last night and he mentioned your meeting. He had a suggestion that I don't know if he mentioned to you. He suggested that we might want to add to the exception for home use, some kind of limitation on the kind of fireworks that can be shot off from your property. He mentioned that he recently had a guy that was setting up to do basically a professional grade show off in his driveway, and he advised them they had to have a license to do that. I don't know that their ordinance requires it though.

The problem with converting our prior ordinance is that it was a flat ban, but did allow a civic organizations, etc. to shoot off with permission from the fire chief. Just allowing people to shoot off from their home without some kind of ban cuts out the oversight.

Let me know your thoughts.

jfl

On 7/29/2024 5:09 PM, Bob Koehn wrote:

I went ahead and sent this to Melissa and asked her to put it on the agenda.

Bob.

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From: James Lemon <joxur.the.mighty@gmail.com>

Sent: Monday, July 29, 2024 4:00:18 PM

To: Bob Koehn <BKoehn@hannibal-mo.gov>

Cc: Morgan Lord <morgan@lmlawfirm.net>

Subject: Proposed ordinance changing fireworks ordinance

[You don't often get email from joxur.the.mighty@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Please let me know your thoughts.

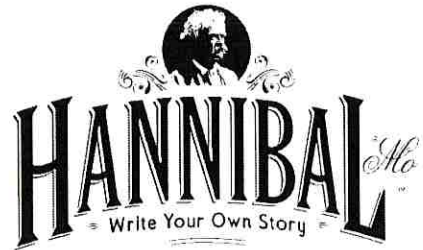
jfl

Broadway Traffic Lights

Currently, there are 7 traffic lights on Broadway, from Main St to Grand Ave, counting those at Main and Grand. There are lights at Main, 3rd St, 4th St (CityHall), 5th St (Central Park and F & M Bank), 7th St (Great Rivers Bank), 10th St (County Courthouse), and then Grand Ave. At one time, there may have been enough business and traffic on Broadway to warrant all of these lights. However, I don't believe we have the traffic to warrant this many lights. I propose that we eliminate 3 of these lights, to aid in traffic flow. The lights at Main St, 3rd St, and Grand, cannot be changed. All of these are at critical intersections. Of the remaining 4 lights, I feel the only 1 necessary is the light at 7th St. This light is closer to downtown and will help break up traffic flow and a constant stream of traffic. I feel this will help the police control traffic, especially when people go "cruising." It is also close to the police station and could help them get in and out.

Rather than remove the lights at 4th St, 5th St and 10th St, which could be expensive, I propose that we have the lights reprogrammed so that traffic on Broadway will have a flashing yellow light at all times, The traffic from the side streets will have a constant flashing red light.

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



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

FROM: Andrew Dorian

DATE: 7/15/2024

RE: City Hall Roof Replacement Engineering Contract Memo

The City of Hannibal is looking to replace the membrane roof system on City Hall due to damage from a past hail storm. Our insurance provider, MIRMA, has conducted an analysis of the damaged roof and has agreed to pay for the repairs.

That report is attached.

The City of Hannibal has requested Klingner & Associates provide an engineering contract for the design, bid process and construction administration for this project.

Klingner & Associates has submitted an engineering contract totaling \$8,900 for this project.

The City of Hannibal recommends that the City Council authorize the Mayor to sign an engineering service agreement with Klingner & Associates for the lump sum not to exceed amount of \$8,900 for the replacement of the roof at City Hall.

RESOLUTION NO. 2512-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$8,900
ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND
KLINGNER & ASSOCIATES FOR THE REPLACEMENT OF THE ROOF AT CITY
HALL**

WHEREAS, the current roof at City Hall was damaged from a past hailstorm, and

WHEREAS, the City's Insurance provider, MIRMA, assessed the roof and has agreed to pay for the replacement, and

WHEREAS, Klingner & Associates submitted a detailed lump sum not to exceed engineering service agreement totaling \$8,900, 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 \$8,900 for the replacement of the roof at City Hall.

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

ADOPTED THIS 6th DAY OF AUGUST 2024.

APPROVED THIS 6th DAY OF AUGUST 2024.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

4. City Hall

City Hall was located approximately four blocks east of the Police Station. The roof of City Hall was covered with PVC and there were minimal soft metals to determine if hail had impacted the building. Views of the roof are shown in **Figure 75** and **Figure 76**. While the exact age of the roof was not provided, a representative of the City indicated that the roof membrane had been replaced sometime in the last 12 years. The soft metals on the roof were dented, as shown in **Figure 77** and **Figure 78**. The presence of denting, in addition to the dented soft metals at the Police Station indicated that the building was affected by hail.



Figure 75: The roof of City Hall.



Figure 76: The roof of City Hall.



Figure 77: Dented air conditioning fins on City Hall.



Figure 78: Dented metals on City Hall.

As discussed, damage to PVC from hail is generally spherical or spiral fracture accompanied with denting. The PVC had experienced fracturing consistent with impacts from hail, as shown in **Figure 79 through Figure 85**. The damage corresponded to spatter marks in some instances which indicated that it was recent. The damage was widespread throughout the roof and was accompanied by denting on the surface of the PVC. The PVC was cut, and the substrate was examined, and denting was observed that corresponded to impact locations on the PVC, as shown in **Figure 86 and Figure 87**. In some instances, the underlying insulation had experienced water intrusion due to fracturing in the PVC, as shown in **Figure 88**. The PVC should be replaced.



Figure 79: Hail damage to the PVC.



Figure 80: Hail damage to the PVC.



Figure 81: Hail damage to the PVC.



Figure 82: Hail damage to the PVC.

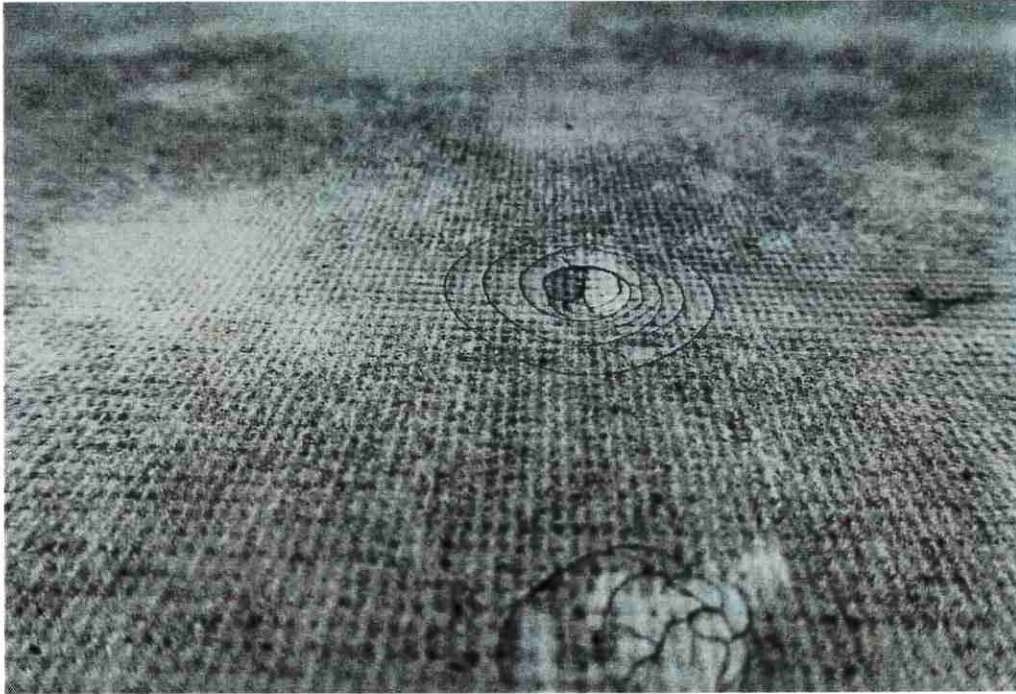


Figure 83: Hail damage to the PVC.

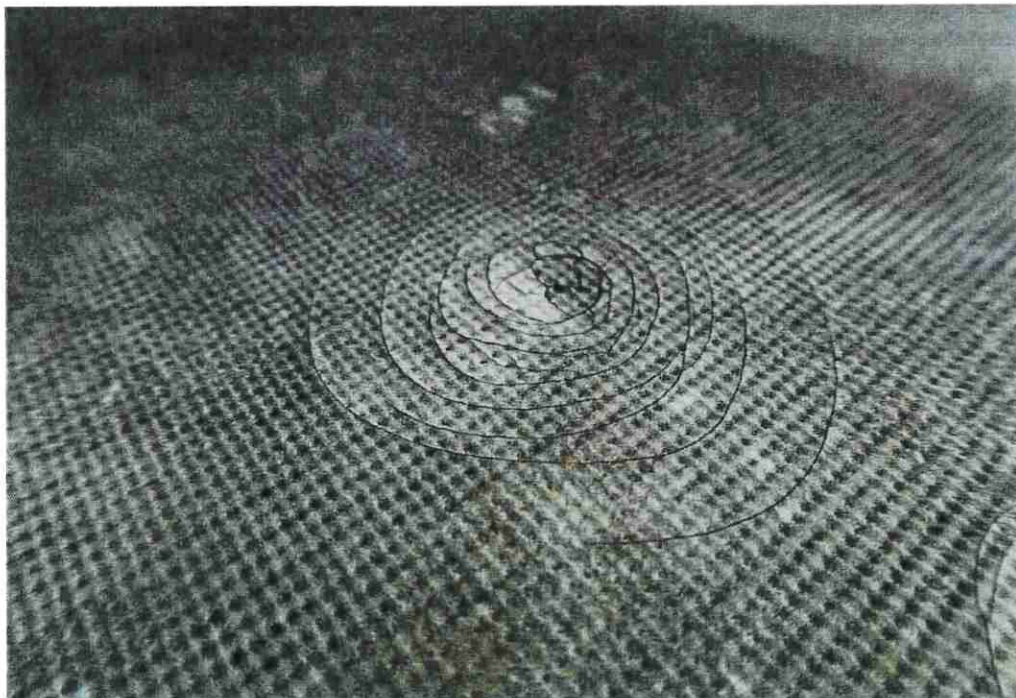


Figure 84: Hail damage to the PVC.

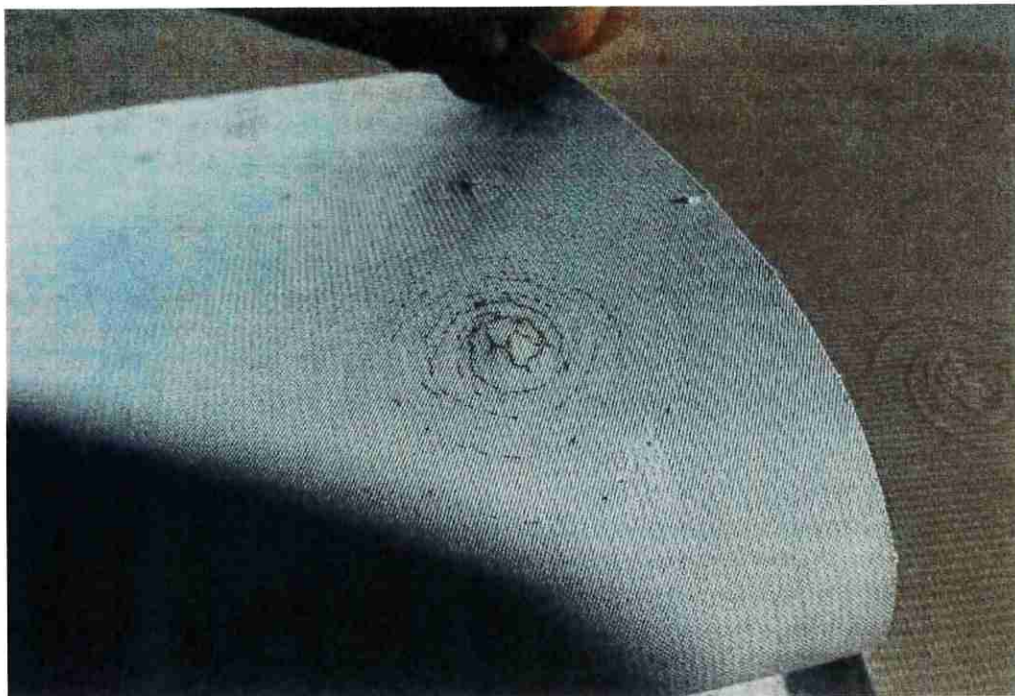


Figure 85: Hail damage to the PVC.



Figure 86: Dented substrate.



Figure 87: Dented substrate.



Figure 88: Water intrusion into the substrate.

PROPOSAL FOR: Mr. Andy Dorian, Director of Central Services, City of Hannibal, Missouri 63401
PROJECT: Hannibal City Hall Roof Replacement
DATE: July 12, 2024

I. PROJECT DESCRIPTION/UNDERSTANDING

The City of Hannibal (Client) has requested that Klingner & Associates, P.C. (Klingner) provide a proposal for Architectural / Engineering services for the City Hall roof replacement project.

The project would include a complete tear-off of the existing roof system and the installation of a new 20-year warranty membrane roof system meeting the IECC Energy Code.

II. PROJECT TEAM

- Mark Bross, P.E. and Project Manager
- Kurt Fanderclai, Architect
- Other Klingner staff as required

III. SCOPE OF SERVICES

Our Scope of Services for each individual discipline is outlined below.

1. MEETINGS:

During the design portion of services, a Klingner representative will attend one project meeting to review drawings at 75% completion. Client approval of design and revisions is required prior to commencing with subsequent work. Client shall not unreasonably withhold or delay approvals.

2. ENVIRONMENTAL TESTING:

A. Sampling and Testing

This will include:

- Perform an asbestos survey of suspect roofing material at Hannibal City Hall in Hannibal, MO.
- Three (3) samples per homogenous area will be collected and analyzed by EPA Method 600/R-93-116.
- A temporary roof patch will be provided; if the re-roof does not move forward, it is recommended that the client have the roof professionally patched.
- Client to provide safe access to the roof either by secured ladder or lift and operator.
- A brief letter report including analytical results and photos will be provided.

3. ARCHITECTURAL DESIGN:

A. Schematic Design / Design Development

This phase will include:

- Site visit to survey existing conditions and perform photo documentation.
- Material selections and coordination with the Client.
- Preparation of the demolition roof plan showing existing roof systems and accessories to be removed.

- Preparation of the renovation roof plan showing new roof accessories such as fascia systems, plumbing penetration boots, equipment curbs, etc.

B. Construction Documents

This phase will include:

- Completion of demolition and renovation roof plans.
- Preparation of roof details sheet(s).
- Preparation of project manual / specifications.

4. ANTICIPATED PLAN SHEETS

1. Cover Sheet
2. Roof Plan – Demolition
3. Roof Plan – Renovation
4. Roof Details

5. BID PHASE

Klingner will provide bid phase services for the project, including:

- Conducting a Pre-Bid meeting.
- Review RFIs and Substitution Requests during Bid Phase.
- Prepare addendum(s) and distribute digitally to plan holders.
- Review bids and provide recommendations to the City of Hannibal.

6. CONSTRUCTION ADMINISTRATION / PROJECT CLOSEOUT

Klingner will conduct two (2) site visits, including one (1) at approximately 50% completion and one (1) final walk-through/ punch-list to determine if the work is being completed in general conformance with the Construction Documents. Deliverables during this phase of work include:

1. Response to requests for information (RFI's) and clarification.
2. Review shop submittals.
3. Review submissions for contractor change orders.
4. Preparation of the punch-list after Substantial Completion.

7. INFORMATION TO BE PROVIDED TO KLINGNER BY OTHERS:

- Client Input.
- Existing Facility Plans (if available).

8. CONSULTANT SERVICES

Klingner does not anticipate the need to hire any subconsultants for this project. If agreements are requested to be held with a sub consultant and an agreement can be reached, we will hold the consultant agreement for 1.15 times the cost of all consultant fees for the project.

9. COMPENSATION

Compensation shall be based on a lump sum fee as per the following breakdown unless otherwise noted as hourly (per diem). Payments shall be made in accordance with the General Term and Conditions attached to this proposal. These fees are generated in relation to the Scope of Services above.

FEE BY DISCIPLINE AND PHASE	
Discipline / Phase	Lump Sum
ENVIRONMENTAL TESTING	
Environmental Testing Total:	\$900
ARCHITECTURE	
Schematic Design / Design Development, Construction Documents, Bid Phase Services, and Construction Phase Services	
Architectural Design Total:	\$8,000
Combined Total:	\$8,900

***Hourly Estimated Fee**

10. SCHEDULE

A mutually agreeable schedule will be coordinated with the Client, with the understanding that the proposed reroof construction project must be completed within calendar year 2024.

11. REIMBURSABLE EXPENSES

In addition to the compensation for basic engineering services, normal project-related reimbursable expenses will be invoiced at 1.15 times the cost to the Engineer. The reimbursable expenses shall include:

- Mileage
- Courier and express delivery charges
- Meetings other than those mentioned in the scope of services listed above
- Other project specific expenses pre-authorized by the Client

12. ADDITIONAL SERVICES

The following Additional Services are outside the Scope of Services as defined above and are to be discussed with the Client prior to execution. Additional Services, if requested by the client, will be billed hourly unless otherwise specified:

- Design revisions or out of sequence work initiated by the Client after approvals
- Presentations at public meetings if required
- Construction Material Testing
- Construction on-site observation in addition to site visits stated in scope of services

- Construction Administration services outside Scope of Services
- Hazardous materials testing and abatement services (beyond roof sampling and testing for asbestos)
- Special structural inspections of existing conditions exposed during demolition.

13. HOURLY RATES

Klingner's Standard Hourly Billing Rates are below. The rates are effective July 1, 2024, and are subject to adjustment with our standard salary review practices.

14. APPROVAL

All services will be completed in accordance with the terms included in the General Terms and Conditions. The return of a signed copy to Klingner will signify acceptance of this proposal and initiation of our services.

Mark Bross

July 12, 2024

Mark Bross
Professional Engineer
Klingner & Associates, P.C.

Date

Andy Dorian
Director of Central Services
City of Hannibal, MO

Date

SCHEDULE OF HOURLY RATES (Per Diem)
EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025

Charges for professional services for projects which are not based upon a percentage of construction cost, cost plus fixed fee, lump sum fee, or payroll cost, shall be based upon the following per diem rates plus reimbursable expenses:

PROFESSIONAL SERVICES

<u>Classification</u>	<u>Rate Per Hour</u>
C1-C4: Clerical	\$83.00
A-1 Administrative Aide	\$66.00
A-2 Administrative Assistant	\$91.00
A-3 Administrative Manager	\$146.00
A-4 General Manager	\$160.00
T-1 Technician I	\$74.00
T-2 Technician II	\$86.00
T-3 Technician III	\$96.00
T-4 Technician IV	\$109.00
T-5 Technician V	\$130.00
T-6 Technical Supervisor	\$150.00
P-1 Assistant Engineer/Architect/Surveyor/Planner	\$119.00
P-2 Intern Engineer/Architect/Surveyor/Planner	\$136.00
P-3 Engineer/Architect/Surveyor/Planner	\$156.00
P-4 Project Engineer/Architect/Surveyor/Planner	\$171.00
P-5 Senior Engineer/Architect/Surveyor/Planner	\$181.00
P-6 Proj. /Dept./Branch Manager, Chief Eng./Architect/Surveyor/Planner	\$210.00
P-7 Director of Engineering/Architecture/Surveying/Planning	\$230.00
P-8 Principal, Partner, Manager of Engineering/Architecture/Surveying/Planning	\$247.00
D-1 Driller I	\$82.00
D-2 Driller II	\$95.00
D-3 Driller III	\$114.00
D-4 Drill Rig Supervisor	\$122.00

Court testimony by principal or other registered professional will be charged at the rate of \$2,500.00 per day plus reimbursable expenses.

REIMBURSABLE EXPENSES (partial listing)

Mileage (<i>may adjust due to fuel fluctuations</i>)	\$ 0.67 per Mile
Reproduction (i.e. Prints, Copies, Plans, etc)	At Cost + 15%
Computer Aided Design/Drafting	\$ 18.75 per Hour
Global Positioning & Robotic Survey Equipment	\$ 34.00 per Hour
3D Scanner	\$240.00 per Hour
Long Distance & Cell Calls, Subsistence & Lodging	At Cost
Special Consultants	At Cost + 15%
Non-reusable Supplies	At Cost + 15%

LABOR RATE 01 effective 07-01-24
Per Diem

GENERAL TERMS AND CONDITIONS

DEFINITIONS: The term Client shall be herein interpreted as the person, corporation, or public entity to which this contract is made. The term E/A/S is any division of Klingner & Associates, P.C. providing the professional Engineering, Architectural, or Surveying services.

SCOPE OF SERVICES: Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of the E/A/S's services unless separately provided in writing, including but not limited to special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The E/A/S assumes no responsibility to perform or provide any services not specifically listed.

STANDARD OF PRACTICE: Services performed by the E/A/S under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

FIDUCIARY RESPONSIBILITY: The Client confirms that neither the E/A/S nor any of the E/A/S's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the E/A/S or any of the E/A/S's subconsultants or subcontractors as a consequence of the E/A/S's entering into this Agreement with the Client.

CHANGED CONDITIONS: This Agreement is based on conditions actually known by or disclosed to the E/A/S. If other conditions not originally known or disclosed become known or disclosed, the E/A/S may require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service).

INFORMATION PROVIDED BY OTHERS: The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. The E/A/S may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation.

UNAUTHORIZED CHANGES: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the E/A/S without obtaining the E/A/S's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore the Client waives any claim against the E/A/S and releases the E/A/S from any liability arising directly or indirectly from such unapproved changes whether or not known by the E/A/S.

CHANGE ORDERS: The Client agrees not to make any claim directly or indirectly against the E/A/S on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of the E/A/S related thereto.

BETTERMENT: If, due to the E/A/S's negligence, a required item or component of the Project is omitted from the E/A/S's construction documents, the E/A/S shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the E/A/S be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

COMPENSATION METHODS: The "Lump Sum" method includes compensation for the E/A/S's services and services of outside the E/A/S's, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate (revised annually on July 1st) for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside the E/A/S charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time, and outside the E/A/Ss.

PAYMENT: The E/A/S may invoice for its services and expenses monthly, based on the proportion of the actual work completed at the time of invoicing. Payment due in 15 days. Interest charged at 1% per month on accounts over 30 days. A 3.5% convenience fee will be charged for electronic payments. Please contact our office to pay electronically. Please return a copy of invoice with payment to assure proper credit. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. If payment request is passed on to a collection agency, the Client agrees to pay the invoice amount and accrued interest, plus the fee of the collection agency. Any claim for payment will be brought in Adams County, Illinois.

RISK ALLOCATION: The E/A/S's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the E/A/S, other than for professional errors, omissions or negligence will be limited to the E/A/S's general liability insurance coverage of \$1,000,000.00.

LIMITATION OF LIABILITY: For any damage on account of professional errors, omissions or negligence will be limited to \$100,000.00 or the fee, whichever is less. In no event shall the E/A/S be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent inconsistent with law.

CONSTRUCTION CONTINGENCY: Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by the E/A/S or in the other professional services performed or furnished by the E/A/S under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies.

DEFECTS IN SERVICE: The Client shall immediately report to the E/A/S any defects or suspected defects in the E/A/S's services of which the Client becomes or should have become aware and allow the E/A/S to take measures to minimize the consequences of such a defect. Failure by the Client to notify the E/A/S shall relieve the E/A/S of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.

ILLINOIS REVISED STATUTES COMPLIANCE: The Consultant and he/she and his/her principals have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes).

TIME OF COMPLETION: The E/A/S will use its best efforts to complete the work by the date indicated in the schedule, but the E/A/S shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by the E/A/S to perform its services in an orderly, professional and efficient manner, the E/A/S shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION: Drawings, tracings, plats, specifications, CADD files, electronic information, and other products produced by the E/A/S may be used in connection with the Client's presently proposed project, but shall otherwise be the E/A/S's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the E/A/S from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with modification, translation, misinterpretation, misuse, or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by the E/A/S under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will govern.

ACCEPTANCE PERIOD: CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. The E/A/S will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

OPINIONS OF PROBABLE COST: In providing opinions of probable cost, the Client understands that the E/A/S has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided herein are to be made on the basis of the E/A/S's qualifications and experience. The E/A/S makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, the E/A/S does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the E/A/S of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the E/A/S will notify the Client and, as appropriate, government officials of them. The E/A/S may without liability or reduction or delay of compensation due suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The E/A/S shall not be considered an "arranger", "operator", "generator", "transporter," "owner," or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions.

CONSTRUCTION SERVICES: Should the Client provide construction observation or review with either the Client's representatives or a third party, the E/A/S's services under this Agreement will be considered to be completed upon completion and submittal of the Final Design or the services outlined in the Scope of Work. It is understood and agreed that if the E/A/S's Services under this Agreement do not include project observation, or review of the Contractor's performance, or other construction services, and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the E/A/S that may be in any way connected thereto.

AUTHORITY AND RESPONSIBILITY: The E/A/S (1) does not guarantee the actual bids the Client will receive or the work of any Contractor or Subcontractor, (2) has no authority to stop work by any Contractor or Subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on, or about the job site, and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. The E/A/S neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

TERMINATION: This agreement may be terminated by either party on written notice. If terminated by either party (with or without cause), the Client agrees to pay for all services and reimburse all expenses performed or incurred to and including the date written notice of termination is received by either party.

DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the Client and the E/A/S shall be submitted to non-binding mediation. The Client and the E/A/S agree to include a similar mediation agreement with all Contractors, Subcontractors, Sub consultants, Suppliers and Fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

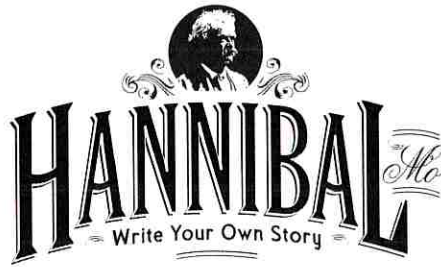
BINDING EFFECT: This is the entire agreement. It may not be amended except in writing. It shall be binding on both the Client and the E/A/S and their legal representatives, executors, administrators, successors and assigns.

INDEMNIFICATION: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the E/A/S, his or her officers, directors, employees, agents and sub consultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the E/A/S's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the E/A/S.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to the Client of employing the "fast track" process (in which some of the E/A/S's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the E/A/S which Client accepts, the Client waives all claims against the E/A/S for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate the E/A/S for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

RIGHT OF ENTRY: Client shall provide for E/A/S's right to enter property owned by Client and/or others in order for E/A/S to fulfill the scope of service for this Project. Client understands that use of exploration equipment may unavoidably cause damage, the correction of which is not the responsibility of E/A/S.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the E/A/S and to defend, indemnify and hold harmless for any claim or liability for injury or loss arising from the E/A/S or other persons encountering utilities or other manmade objects that were not called to the E/A/S's attention or which were not properly located on the plans furnished to the E/A/S. Client further agrees to compensate the E/A/S for any time or expenses incurred by the E/A/S in defense of any such claim, in accordance with the E/A/S's standard hourly per diem fee schedule and expense reimbursement policy.



MEMORANDUM

TO: Mayor Louderman and City Council Members

FROM: Jessica Rosenkranz, Fiscal Management Assistant

DATE: July 29, 2024

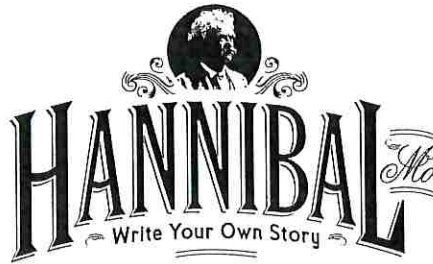
SUBJECT: Public Hearing Request- 2024 Ad Valorem Property Tax Levy

The Marion and Ralls County's 2024 aggregate assessed valuations have just been received by the City. In order to comply with the Missouri State Auditor requirements to set the 2024 ad valorem property tax rate, the City Council must first hold a public hearing.

Following the public hearing, an ordinance will be presented to adopt the proposed tax rate, as approved by the State Auditor, which is based upon prior year tax information and assessed valuations. The State Auditor's Office will prepare pro formas (tax rate forms) which authorize the 2024 tax rate ceiling.

I request Council approval to set a public hearing for the purpose of discussing the 2024 ad valorem property tax rates for the City's General, Police & Fire Retirement, and Library funds for Tuesday, August 20, 2024, at 6:45 p.m.

*Due to time constraints with State deadlines, the ordinance to adopt the proposed tax rate will require an emergency reading during the Council Meeting directly following the public hearing.



MEMORANDUM

To: Mayor and City Council

From: Donna Klingler, DPW Management Assistant

Re: Grape Street Vacation

Date: July 29, 2024

Planning & Zoning has received an application from Janessa Vandette and is requesting to vacate a portion of Grape Street, Edwards Street and Tyrone Street. On the attached photo, the area outlined is what she is requesting to vacate.



The DPW contacted all necessary departments within the city about the street vacation and there were no objections from any departments. The Hannibal Board of Public Works and Liberty Utilities have asked that we maintain the utility easements that run thru the street, and the property owners have been aware of this.

The Planning and Zoning Committee heard this request at their meeting on Thursday, June 20th, and there were no objections for this request. Mark Bross with Klingler and Associates also reviewed the request for the vacation prior to P&Z, he too has no objections to the vacation of the streets.

BILL NO. 24-020

ORDINANCE NO.

FIRST READING 08.06.2024

SECOND READING

**AN ORDINANCE OF THE CITY OF HANNIBAL VACATING A
UNDEVELOPED TRACT OF LAND KNOWN AS GRAPE STREET, TYRONE
STREET AND EDWARDS STREET, WHICH IS PART OF BLOCKS 4, 8, AND 9,
TOWNES ADDITION, BLOCK 6, WARDLAWS ADDITION, AND MUDD'S
SUBDIVISION, CITY OF HANNIBAL, MARION COUNTY, MISSOURI**

WHEREAS, a portion of Grape Street, Tyrone Street and Edwards Street were previously dedicated to the public use for street purposes, and such tracts was accepted for such purpose by the City of Hannibal, at the time of platting Blocks 4,8, and 9 of Towne's Addition, Block 6 of Wardlaw's Addition and Mudd's Subdivision to the City of Hannibal, and

WHEREAS, all adjacent property owners have requested that the City abandon such tract of ground, and

WHEREAS, the city has determined that such property is not required for street purposes, and the City does not intend to develop it for such purposes, and

WHEREAS, the City does not object to the vacation, nor do any utility companies including the Board of Public Works and Liberty Utilities, and

WHEREAS, the vacation request was heard at the Planning and Zoning meeting on June 20, 2024 and

WHEREAS, the vacation request was reviewed and approved by the Planning and Zoning Commissioners, and

WHEREAS, Planning and Zoning Commissioners unanimously approved the vacation request be heard by City Council.

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

SECTION ONE: The Council hereby vacates and abandons a tract of land beginning at all that part of Tyrone Street lying South of the South line of Oak Street and North of the North line of Edwards Street. All that part of Edwards Street lying East of the West line of Tyrone Street and West of the East line of Fairview Street. All that part of Grape Street lying South of the South line of Lot 3, Block 9 and Lot 4, Block 8 in Towne's Addition and lying North of the South line of Lots 3 & 15 in Mudd's Subdivision. All that part of the alley in Block 8 in Towne's Addition lying South of Oak Street and North of Edward Street, all in the City of Hannibal, Marion County, Missouri.

SECTION TWO: Notwithstanding the provisions of Section One, the City specifically reserves a right of way and easement for all utility purposes running within the confines of the said abandoned property, stating that no person shall place any structure, sign or any other improvement, permanent or temporary within the confines of said area without the express written consent of the City.

SECTION THREE: That this ordinance shall be recorded in the Land Records of Marion County at the expense of the requesting party.

SECTION FOUR: All ordinances in conflict herewith are hereby repealed.

Adopted this ____ day of _____ 2024.

Approved this ____ day of _____ 2024.

Barry Louderman Mayor

ATTEST:

Melissa Cogdal, City Clerk

Memorandum

To: Donna Klingler, DPW Management Assistant **Of:** Hannibal DPW
Copy to: Lisa Peck, City Manager
From: Mark C. Bross, PE
RE: Vacation of Grape Street, Tyrone St, and Edwards St. (as revised 5-31-2024)
Project Name: Street Vacation
Project No: 18-1005
Date: May 1, 2024

Dear Donna:

We have reviewed the petition for street vacation from the City of Hannibal for Grape Street, Tyrone Street, and Edwards Street in Hannibal. The purpose of the request is to vacate undeveloped streets with common ownership on both sides of those streets within the City. Section 19-23 of the Hannibal City Code indicates that is the right of the City Council by ordinance to vacate any streets or alleys.

We have reviewed the location maps and correspondence from the DPW regarding this matter. Based on earlier comments, the proposed portions of streets to be vacated has been revised. These streets are currently not constructed and are not required to provide access to any of the adjacent lots since a common owner owns all of them. If there are utilities or drainage structures within the platted street, the BPW may want to retain easements for those.

Based on this information, we have no objection to allowing the vacation of the alley at this location as long as any required utility easement be retained.

Very truly yours,

Mark Bross

Mark C. Bross, PE

PETITION FOR STREET VACATION
IN THE CITY OF HANNIBAL

To the Honorable Mayor and
Members of the City Council
City of Hannibal
320 Broadway
Hannibal, MO 63401

Date: 04/27/24

Circulated By: _____

Address: 1519 Grape St
Hannibal, MO 63401

Dear Mayor and Council Members:

Telephone: 408908556

We, the undersigned property owners abutting a certain portion of public Right-of-Way, respectfully request the vacation of the street or alleyway as described on the attached "Legal Description" and

commonly known as: 1519 Grape Street
(Insert closest cross streets and reference the street name, i.e. Center Street from 11th to Grand)

(I) (We) propose to use this property for the purpose of: (Reason for Vacating)
contiguous ownership between multiple parcels
all owned by myself, River Peak Properties LLC

We request a time and place be set when this petition will be heard by the City Council. Of the property owners abutting the area of this petition 90 % [2/3 or more required] of the lineal frontage have agreed and indicated their joining this petition with their signatures on page 2:

Instructions:

1. Insert name of street
2. Attach complete legal description
3. Have the applicable property owners provide the following:
 - a) Sign name (Signatures of owners of 2/3 lineal frontage must sign. Spouses do not need to sign. Owners in common must sign.)
 - b) Print name and phone number
 - c) List Property address and Marion County tax parcel number.
4. Attach a map to the petition designating the vacation boundaries.

SUBMIT PETITION TO THE DEPARTMENT OF PUBLIC WORKS, 2ND FLOOR
OF HANNIBAL CITY HALL.

JVatt
signature
Janina Vandette 4068908556
print name phone

1519 Grape St
address
010.08.33.1.28.001.000
parcel number

JVAA
signature
Janina Vandette 4068908556
print name phone

Grape St. Lots 15+16
address
010.08.33.1.29.003.000
parcel number

JVAA
signature
Janina Vandette 4068908556
print name phone

Grape St. Lot 15
address
010.08.33.1.29.001.000
parcel number

JVatt
signature
Janessa Vandette 4068908556
print name phone

Spring St. Lots 6, 8, 10, 12
address
010.08.33.1.18.002.000
parcel number

JVAA
signature
Janina Vandette 4068908556
print name phone

Spring St. Lots 1, 3, 5, 7, 9, 11
address
010.08.33.1.18.002.000
parcel number

JVAA
signature
Janina Vandette 4068908556
print name phone

Edwards St. Lots 23, 24, 25, 26, 27
address
010.08.33.1.19.006.000
parcel number

STAFF USE ONLY

Submittal Date: _____

Abandonment File # _____

Planning and Zoning Commission Meeting: _____

Council First Reading: _____

Council Second/Final Reading: _____

Ordinance Number: _____



Four Points Land Surveying & Engineering, Inc.

17 Northport Plaza • Hannibal, MO. 63401 • Phone: 573-406-5533

JANESSA VANDETTE
BLOCKS 4, 8, & 9, TOWNE'S ADDITION
BLOCK 6, WARDLAW'S ADDITION
MUDD'S SUBDIVISION
CITY OF HANNIBAL
MARION COUNTY, MO

Suggested Street Vacation Description

All that part of Tyrone Street lying South of the South line of Oak Street and North of the North line of Edward Street. All that part of Edward Street lying East of the West line of Tyrone Street and West of the East line of Fairview Street. All that part of Grape Street lying South of the South line of Lot 3, Block 9 and Lot 4, Block 8 in Towne's Addition and lying North of the South line of Lots 3 & 15 in Mudd's Subdivision. All that part of the alley in Block 8 in Towne's Addition lying South of Oak Street and North of Edward Street, all in the City of Hannibal, Marion County, Missouri

All as per Survey #24-0027 as made in April 2024 by Norman D. Ellerbrock, Illinois Professional Land Surveyor #2001011921.

Prepared By:

Norman D. Ellerbrock

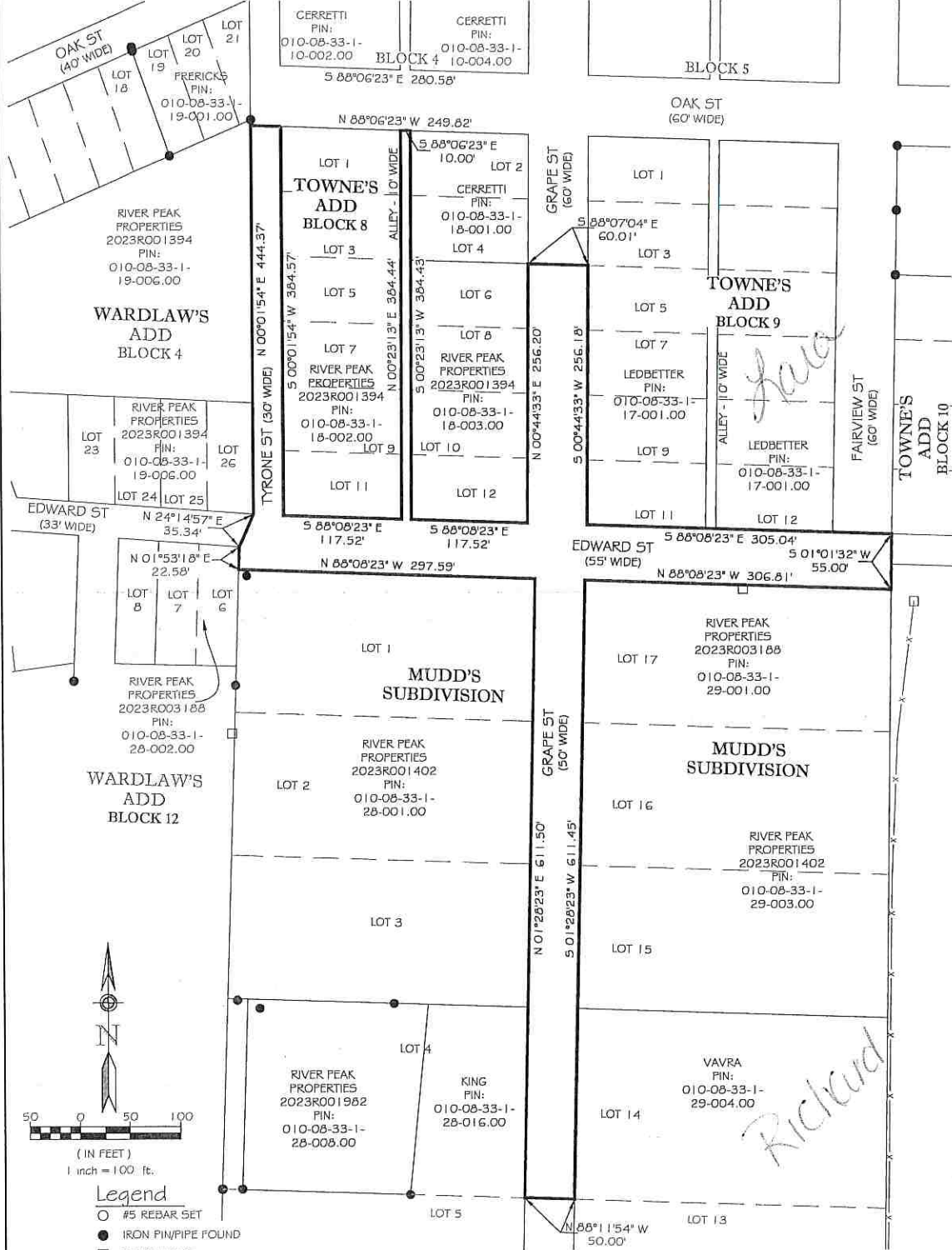
Missouri Professional Land Surveyor #2001011921

Four Points Land Surveying & Engineering, Inc.

Missouri Certificate of Authority #2010035243

PLAT OF ALLEY VACATION SURVEY

A TRACT BEING PART OF BLOCKS 4, 8 & 9 IN TOWNES ADDITION, BLOCK 6 IN WARDLAW'S ADDITION, AND MUDD'S SUBDIVISION, CITY OF HANNIBAL, MARION COUNTY, MISSOURI

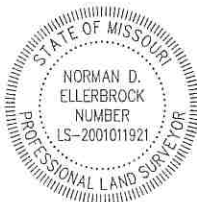


Legend

- #5 REBAR SET
- IRON PIN/PIPE FOUND
- FENCE POST
- POB POINT OF BEGINNING
- (M) DISTANCE MEASURED THIS SURVEY
- (PR) DISTANCE PER PLAT RECORD
- (DR) DISTANCE PER DEED RECORD
- FENCE

THIS IS A RESULT OF MY SURVEY AS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DURING APRIL 2024, WHICH I CERTIFY TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT SAID SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR A BOUNDARY SURVEY:

Norman D. Ellerbrock 4/30/2024
 NORMAN D. ELLERBROCK,
 MISSOURI PROFESSIONAL LAND SURVEYOR #2001011921
 MISSOURI CERTIFICATE OF AUTHORITY #2010035243



ALLEY VACATION SURVEY					
PREPARED FOR: JANESSA VANDETTE					
SHEET NO.	PROJECT NO.	DRAWING NAME	DRAWN	SURVEY	CHECKED
1 OF 1	24-0027	240027	NDE	KLB	NDE
FOUR POINTS LAND SURVEYING AND ENGINEERING, INC. 17 NORTHPORT PLAZA HANNIBAL, MO. 63401 573-406-5533 MISSOURI CERTIFICATE OF AUTHORITY #2010035243					

PUBLIC HEARING NOTICE

Hannibal City Council will conduct a public hearing on Tuesday, August 6, 2024, at 6:45 pm at City Hall in the Council Chambers-2nd Floor, 320 Broadway, Hannibal, MO to vacate a portion of Grape, Tyrone and Edwards Street.



CITY OF HANNIBAL

DEPARTMENT OF PUBLIC WORKS

July 12, 2024

PUBLIC HEARING NOTICE

The public and abutting property owners are hereby notified that City Council will hold a public hearing regarding a request to vacate the undeveloped portion of Grape Street, Tyrone Street, and Edwards Street in Hannibal. All are invited to attend and comment on the proposed vacating on the following day and time:

Tuesday August 6, 2024, at 6:45 p.m. at City Hall, 320 Broadway, in Council Chambers, 2nd floor.

If you have any questions, comments, and or concerns regarding the proposed vacation, please contact the Building Inspector, at 573-221-0111 (Ext 222).

AFFIDAVIT OF PUBLICATION

State of Missouri, County of Marion, ss:

I, C Skubinski is being duly sworn according to law, state that I represent the publisher of the Hannibal Courier-Post, a daily newspaper of general circulation in the County of Marion, where located; which has been admitted to the Post Office as periodical matter in the City of Hannibal, the city of publication, which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050 Revised Statutes of Missouri, 2000. The affixed notice appeared in said newspaper on the following consecutive weeks:

From 07/17/2024 to 07/17/2024 both inclusive.

1st insertion, Vol. 184, No. 57, 07/17/2024

2nd insertion, Vol. , No. ,

3rd insertion, Vol. , No. ,

4th insertion, Vol. , No.

Ad# 170630

C Skubinski

Subscribed to and sworn to before me this 07/17/24

Kas Warner

Notary

My commission expires

7/16/25

Filed and Recorded

7/17/24

(Publication Fee, \$13.62)

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Legal Notice

PUBLIC HEARING NOTICE

Hannibal City Council will conduct a public hearing on Tuesday, August 6, 2024 at 6:45 pm at the City Hall in the Council Chambers - 2nd Floor, 320 Broadway, Hannibal, MO to vacate a portion of Grape, Tyrone and Edwards Street 170630 - July 17, 2024

OFFICIAL SEAL

KAREN S WARNER

NOTARY PUBLIC STATE OF ILLINOIS

My Commission Expires 07-16-2025

Order Confirmation CC 170630

Display

Customer: CITY OF HANNIBAL Acc.Id: 674092
Rep: 65 - Cynthia Skibinskie Ad No: CC 170630
Order No: Auth By: Donna
Size: 1.2 X 1.0 Location: Legal-Hannible Courier Post
Tag Line:
Colour:

Schedule	07/17/2024	To	07/17/2024		
Issue	Edition	Rundate	Price	Tax	Total
1	HCP	07/17/2024	13.62	0.00	13.62

No of Issues: 1
Total Pre Tax: 13.62
Total Tax: 0.00
Total inc Tax: 13.62

Printed on: 07/10/2024 12:27:14
Printed by: CYNTHIAS

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170630 - July 17, 2024

Donna Klingler

From: Dane Foster <Dane.Foster@libertyutilities.com>
Sent: Wednesday, May 1, 2024 7:02 AM
To: Donna Klingler
Subject: RE: Street Vacation

This presents no concerns for myself.

Thanks,
Dane

Dane Foster | Liberty Utilities (Missouri) | Manager, Operations
P: | C: 573-248-5955. | E: dane.foster@libertyutilities.com

From: Donna Klingler <DKlingler@hannibal-mo.gov>
Sent: Tuesday, April 30, 2024 2:24 PM
To: Ryan Neisen <RNeisen@hannibalfire.com>; Darrin Gordon <dgordon@hannibalbpw.org>; Mathew Munzlinger <mmunzlinger@hannibalbpw.org>; Dane Foster <Dane.Foster@libertyutilities.com>
Subject: Street Vacation

I have received a request to vacate a street. I have attached it for your review. Can you please let me know your thoughts and or concerns?

Thank you,
Donna

This message and any attachments contain confidential information and are solely for the intended recipient. If you are not the intended recipient, any dissemination, review, disclosure, forwarding, distribution, copying or reliance on the contents of this message is strictly prohibited. Please notify the sender immediately by email if you have received this message in error and delete this message immediately from your system.

Donna Klingler

From: Mathew Munzlinger <mmunzlinger@hannibalbpw.org>
Sent: Thursday, May 9, 2024 7:56 AM
To: Donna Klingler; Ryan Neisen; Darrin Gordon; Dane.Foster@libertyutilities.com
Subject: RE: Street Vacation

Donna,

The HBPW does not have any concerns with the proposed street/alley vacations in the Grape Street area.

Let me know if you have any questions.

Matt



www.HBPW.org



Mathew Munzlinger, P.E.

Director of Operations

3 Industrial Loop Drive – PO Box 1589 – Hannibal, MO 63401-1589

mmunzlinger@hannibalbpw.org – 573-221-8050 x 6041

"The mission of the Hannibal Board of Public Works is to provide safe, reliable utility products with excellent customer service at reasonable prices."

From: Donna Klingler <DKlingler@hannibal-mo.gov>

Sent: Tuesday, April 30, 2024 2:24 PM

To: Ryan Neisen <RNeisen@hannibalfire.com>; Darrin Gordon <dgordon@hannibalbpw.org>; Mathew Munzlinger <mmunzlinger@hannibalbpw.org>; Dane.Foster@libertyutilities.com

Subject: Street Vacation

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Thank you,
Donna

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Donna Klingler

From: Dane Foster <Dane.Foster@libertyutilities.com>
Sent: Tuesday, May 14, 2024 10:33 AM
To: Donna Klingler
Subject: RE: Street Vacation

Donna,

Sorry for the delay, I thought I had responded to this. Liberty does not foresee any issues with the proposed vacation of Grape Street, which you have indicated. Feel free to reach out with any further questions.

Thanks,
Dane

Dane Foster | Liberty Utilities (Missouri) | Manager, Operations

P: | **C:** 573-248-5955. | **E:** dane.foster@libertyutilities.com

From: Mathew Munzlinger <mmunzlinger@hannibalbpw.org>

Sent: Thursday, May 9, 2024 7:56 AM

To: Donna Klingler <DKlingler@hannibal-mo.gov>; Ryan Neisen <RNeisen@hannibalfire.com>; Darrin Gordon <dgordon@hannibalbpw.org>; Dane Foster <Dane.Foster@libertyutilities.com>

Subject: RE: Street Vacation

Donna,

The HBPW does not have any concerns with the proposed street/alley vacations in the Grape Street area.

Let me know if you have any questions.

Matt



www.HBPW.org



Mathew Munzlinger, P.E.

Director of Operations

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MEMORANDUM

To: Lisa Peck, City Manager & City Council

From: Maria Kuhns, Executive Director

Re: Project Laurel

Date: 7/25/2024

In May 2024, I was contacted by the Missouri Department of Economic Development regarding a potential expansion ("Project Laurel") at the Hannibal General Mills facility generating both job creation and significant levels of financial investment. Shortly after, I had the opportunity to meet with General Mills' consultant for the potential project, Atlas Insight. Since then, both Missouri Department of Economic Development and HREDC have worked with Atlas Insight on several items, including a proposal for incentives to increase the financial feasibility of the project in Hannibal. Under the guidance of City leadership, I extended an offer with the following local economic development incentives:

- **Real Property Tax Abatement:** This incentive program provides a fifty percent (50%) abatement of additional real property taxes associated with Project Laurel, for a period of ten (10) years, under Chapter 100 of the Missouri Revised Statutes.
- **Personal Property Tax Abatement:** This incentive program provides a fifty percent (50%) abatement of personal property taxes associated with Project Laurel, for a period of ten (10) years, under Chapter 100 of the Missouri Revised Statutes.
- **Local Sales Tax Exemption:** This incentive program provides a one hundred percent (100%) exemption of all (city, county and state) sales and use taxes paid on materials purchased for construction of this project.

On July 15, 2024, General Mills formally accepted the incentive offer letter. I and the City Attorney have been working with specialized legal counsel, Gilmore & Bell, to draft the necessary documents to begin the process of offering Chapter 100 industrial bonds to implement the above incentives.

The first step in the bond offering process is for the City Council to pass an inducement resolution (resolution of intent) to issue the bonds. I have included the inducement resolution in this packet. Following the inducement resolution, special counsel will begin preparing a cost-benefit analysis and plan for industrial development required by Chapter 100 of the Missouri Revised Statutes. These documents will also be shared with all affected taxing jurisdictions at least 20 days prior to the Council's approval of the plan, in accordance with state statute.

It is important to note that our local incentive proposal has been coupled with an incentive proposal from the State of Missouri to assist in the expansion. Additionally, this is the third time in less than 20 years that General Mills has expanded in Hannibal and utilized Chapter 100 bonds. As our largest employer of approximately 1,000 workers, General Mills plays an important role in our community by providing quality jobs, increasing our tax base, and being a strong corporate citizen with their involvement in numerous local charitable organizations. This expansion solidifies the future of General Mills in Hannibal and provides further benefits in the form of new jobs and additional property tax dollars for the Hannibal region.

I ask that the City Council read and consider the inducement resolution during the August 6th Council meeting. I look forward to presenting this exciting project.

RESOLUTION NO. 2513-24

**A RESOLUTION OF OFFICIAL INTENT OF THE CITY OF HANNIBAL,
MISSOURI, TOWARD THE ISSUANCE OF THE CITY'S INDUSTRIAL
DEVELOPMENT REVENUE BONDS TO FINANCE A PROJECT FOR
GENERAL MILLS OPERATIONS, LLC; AUTHORIZING THE
OFFERING FOR SALE OF THE BONDS; AND AUTHORIZING
CERTAIN ACTIONS RELATING THERETO.**

WHEREAS, the City of Hannibal, Missouri (the "City"), is authorized and empowered under the provisions of Article VI, Section 27(b) of the Missouri Constitution, Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, (collectively, the "Act"), and the City Charter to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and

WHEREAS, General Mills Operations, LLC, a Delaware limited liability company (the "Company"), has requested that the City (1) issue its industrial development revenue bonds (the "Bonds") to provide funds to pay the costs of constructing an approximately 15,000 square foot addition (the "Project Improvements") to the Company's existing manufacturing facility at 1 Red Devil Road in the City (the "Project Site") and acquiring and installing certain personal property at the Project Site (the "Project Equipment"), and (2) lease the Project Site, the Project Improvements and the Project Equipment (collectively, the "Project") to the Company, all in accordance with and pursuant to the Act; and

WHEREAS, the Bonds will be payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to the Company; and

WHEREAS, the City has determined that it is necessary and desirable to declare the official intent of the City to finance the costs of the Project from the proceeds of the Bonds for such purposes, subject to certain terms and conditions set forth in this Resolution; and

WHEREAS, the Act requires the City to prepare a plan in connection with any industrial development project proposed to be undertaken pursuant to the Act; and

WHEREAS, the Act requires the City Council, not less than 20 days prior to the Council's approval of the plan, to provide notice thereof to all affected cities, fire protection districts, ambulance districts, school districts, community college districts and counties.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HANNIBAL, MISSOURI, AS FOLLOWS:

Section 1. Finding of Public Benefit. The City Council hereby finds and determines that the Project will promote the economic well-being and development of the City and the taxing districts encompassing the area of the Project, and that the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Declaration of Intent. The City Council hereby declares the intent of the City to issue the Bonds to provide funds to finance the costs of the Project, subject to the conditions set forth in this Resolution.

Section 3. Limited Obligations. The Bonds shall be special, limited revenue obligations payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to the Company. The Bonds and the interest thereon shall not be a debt of the City or the State of Missouri (the "State"), and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction.

Section 4. Conditions to Issuance of Bonds. This Resolution constitutes a statement of intent of the City Council. The issuance of the Bonds and the execution and delivery of any documents related to financing the Project are subject, in the sole discretion of the City, to the following conditions:

- (a) approval by the City Council of a plan for industrial development in accordance with the Act;
- (b) authorization by ordinance of the City Council;
- (c) obtaining any other necessary governmental approvals for the Project;
- (d) agreement by the City, the Company and the purchaser of the Bonds upon (1) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (2) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; and
- (e) receipt by the City of satisfactory indemnification for all matters relating to the Project.

Section 5. Reimbursement for Project Costs. The Company is hereby authorized to proceed with the acquisition, construction, purchase and installation of the Project, including the entering of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish those purposes. If the Bonds are issued, the Company may be reimbursed out of the proceeds thereof for expenditures paid or incurred in connection with the Project Equipment.

Section 6. Sales Tax Relief. The City will provide a sales tax certificate (the "Certificate") for the purpose of enabling the Company to obtain sales tax exemption on all construction materials for the Project Improvements, upon the Company's agreement to fully

indemnify and protect the City from any judgments or actions arising from the use of the Certificate.

Section 7. Sale of the Bonds. The City Clerk is hereby authorized and directed to, at least 10 days before the date of sale, give notice by direct mail and publication in the *Hannibal Courier-Post* to all parties and financial institutions which in the City Clerk's opinion may be interested in the purchase of the Bonds or which may make written application for such notice.

Section 8. Notice to Taxing Districts. The City Clerk, on behalf of the City Council, shall send such notices as are required by the Act in connection with the issuance of the Bonds.

Section 9. Preparation of Documents. The City Attorney and Gilmore & Bell, P.C., as Bond Counsel, and the officers, employees and representatives of the City, are hereby authorized to work with the Company, its counsel and others to prepare for submission to and final action by the City Council all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder in connection with the financing of the Project.

Section 10. Further Authority. The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable to carry out or comply with the terms and provisions of this Resolution in connection with the structure and sale of the Bonds. All of the acts and undertakings of such officers and representatives that conform with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects, ratified, confirmed and approved.

Section 11. Cancellation. If for any reason the Bonds are not issued within six months after the date of adoption of this Resolution, this Resolution shall be deemed canceled, and neither party will thereafter have any rights under this Resolution against the other, except that the Company shall reimburse the City for all fees and out-of-pocket expenses incurred by the City and Bond Counsel in connection with the Project.

Section 12. Effective Date. This Resolution shall be in full force and effect from and after the date of its passage by the City Council.

ADOPTED THIS 6th DAY OF AUGUST 2024.

APPROVED THIS 6th DAY OF AUGUST 2024.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk