

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, April 1, 2025
6:45 p.m.
Council Chambers**

CALL TO ORDER

MIKE MCHARGUE – BUILDING INSPECTOR

Re: Habitat for Humanity Rezone Request

PUBLIC COMMENTS

ADJOURNMENT

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday, April 1, 2025
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 – March 18, 2025
Special Call Council Meeting – March 25, 2025**

**APPROVAL OF PAYROLL AND CLAIMS
Second Half – March 2025**

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

SCOTT BOEHMER – Y MENS CLUB
Re: Down By the River / Mud Volleyball
Road Closure of Hill Street from Main Street to Levy
Alcohol Sales at Events – Water Hook -Up / Mud Volleyball
Friday, May 16, 2025 – 4:00 p.m. – 11:00 p.m. DBTR
Friday, June 20, 2025 – 4:00 p.m. – 11:00 p.m. DBTR
Tuesday, July 1 – Sunday July 6, 2025, 7:00 a.m. on 7/1/25 until 5:00 p.m. 7/6/25

JACOB NACKE – EARLY BIRD KIWANIS
Re: Spring & Fall Pork Chop Event
Road Closure of Hill Street from Main Street to Alleyway
Friday, May 30, 2025 & Friday, September 12, 2025, from 8:00 a.m. – 6:00 p.m.

BARRY LOUDERMAN –MAYOR
Re: Board of Public Works Oversight Ordinances

(Bill No. 25-040 to follow, for first reading)
Require prior notice to the Council of salary increases.

(Bill No. 25-041 to follow, for first reading)
Require prior notice to the Council of the proposed budget.

(Bill No. 25-042 to follow, for first reading)
Require prior notice to Council of utility rate increases.

(Bill No. 25-043 to follow, for first reading)
Change the affirmative votes required to remove a Board Member.

(Bill No. 25-044 to follow, for first reading)
Require the Public Works Board to meet with the City Council upon request.

(Bill No. 25-045 to follow, for first reading)
Additional oversight and supervision by the City Council pursuant to a vote of citizens.

LISA PECK –CITY MANAGER
Re: Recommendation of Appointment

Parks and Recreation Board
Chris Harsell – appointment for a term to expire July 2027

ANDY DORIAN – INTERIM CITY MANAGER
Re: Grand Ave Bin Wall – Engineering Service Agreement
(Resolution No. 2541-25 to follow, for approval)

Re: City Hall Roof Replacement Bid Approval – Tournear Roofing Co. \$136,495
(Resolution No. 2542-25 to follow, for approval)

MIKE MCHARGUE – BUILDING INSPECTOR
Re: Habitat for Humanity Rezoning Request
(Bill No. 25-046 to follow, for first reading)

TRISHA O’CHELTREE – TOURISM DIRECTOR
Re: Molly Brown House Construction – B&H Better Homes LLC \$58,750.00

BILL NO. 25-040

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, NOVEMBER 4, 2025, TO ALLOW
HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE
CHARTER OF THE CITY OF HANNIBAL TO REQUIRE PRIOR
NOTICE TO THE COUNCIL OF SALARY INCREASES TO THE
EMPLOYEES OF THE BOARD OF PUBLIC WORKS**

First Reading

BILL NO. 25-041

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, NOVEMBER 4, 2025, TO ALLOW
HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE
CHARTER OF THE CITY OF HANNIBAL TO REQUIRE PRIOR
NOTICE TO THE COUNCIL OF THE PROPOSED BUDGET OF THE
BOARD OF PUBLIC WORKS**

First Reading

BILL NO. 25-042

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, NOVEMBER 4, 2025, TO ALLOW
HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE
CHARTER OF THE CITY OF HANNIBAL TO REQUIRE PRIOR
NOTICE TO THE COUNCIL OF PROPOSED UTILITY RATE
INCREASES BY THE BOARD OF PUBLIC WORKS**

First Reading

BILL NO. 25-043

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, NOVEMBER 4, 2025, TO ALLOW
HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE
CHARTER OF THE CITY OF HANNIBAL TO CHANGE THE
NUMBER OF AFFIRMATIVE VOTES REQUIRED TO REMOVE A
MEMBER OF THE BOARD OF PUBLIC WORKS**

First Reading

BILL NO. 25-044

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, NOVEMBER 4, 2025, TO ALLOW
HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE
CHARTER OF THE CITY OF HANNIBAL TO REQUIRE THE
BOARD OF PUBLIC WORKS MEET WITH THE CITY COUNCIL
UPON REQUEST OF THE COUNCIL**

First Reading

BILL NO. 25-045

**AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF
HANNIBAL PURSUANT TO A VOTE OF THE CITIZENS OF
HANNIBAL REGARDING SECTIONS
11.03, 11.07, 11.10, AND 11.11 TO PROVIDE ADDITIONAL
OVERSIGHT
AND SUPERVISION BY THE CITY COUNCIL**

First Reading

BILL NO. 25-046

**AN ORDINANCE ACCEPTING THE DEDICATION OF A PRIVATE
ALLEY RUNNING PARALLEL TO EIGHTH STREET AND
PERPENDICULAR TO LYON STREET TO PUBLIC USE**

First Reading

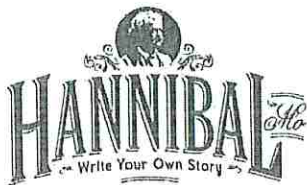
RESOLUTION NO. 2541-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$15,500 ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND KLINGNER & ASSOCIATES FOR A BOUNDARY/TOPOGRAPHIC SURVEY OF THE GRAND AVENUE BIN WALL AREA.

RESOLUTION NO. 2542-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HANNIBAL AND TOURNEAR ROOFING, INC IN THE AMOUNT OF \$136,495 FOR THE REPLACEMENT OF THE ROOF AT CITY HALL.

ADJOURNMENT



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: 2/27/2025 Date you wish to be placed on Agenda: 3/18/2025

Your Organization: YMENS Club Special Event: Down by the River & Mud Volleyball
05/16/25 & 06/20/25 - DBtR 05/16/25 - 4pm-11pm & 06/20/25 - 4pm-11pm - DBtR

Date(s) of Event: 07/01/25 - 07/06/25 -Mud V. Requested Times (from-to): 07/01/25 - 7am - 07/06/25 - 5pm Mud V.

Description of Activity: This request is for YMENS Down by the River & Mud Volleyball Events. These are to raise funds for the YMCA

Primary Contact Person(s): Scott Boehmer Cell Phone: 573 489 9867

Work Phone: _____ E-mail: Shbake380@gmail.com

Assistance Needed (location, etc.): The Ymens Club of Hannibal has arranged the use of the Ymens pavilion with the Parks Department and requests road closures. They will also be selling alcohol at the events.

For the Mud Volleyball the YMen's Club will need access to water hookups from the Board of Public Works.

DEPARTMENTAL COMMENTS (office Use)

Police: No concerns. Dept. Cost: 0
-Lieutenant Wilt

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

BPW: HBPW has no issues they will just need to contact us ahead of time to set up connection to water access. Dept. Cost: 0
-D. Gordon

Building Inspector: No concerns with this event. **Dept. Cost:** 0

-Building Inspector's Office

Parks: Parks has no objections. **Dept. Cost:** 0

-A. Dorian

Streets: Streets has no objections. **Dept. Cost:** 0

-A. Dorian

Tourism: No Concerns. **Dept. Cost:** 0

-T. O'Cheltree

Administration: No concerns from us, just need a certificate of insurance. **Dept. Cost:** 0

-City Clerk's Office

STAFF RECOMMENDS:

2025 Ymens Meeting, Down by the River and Mud Volleyball Dates

April

- 4-2 Regular meeting
- 4-16 Regular meeting

May

- 5-7 Regular meeting
- 5-15 Regular meeting
- 5-16 Down By the River
- 5-21 Regular meeting

Street Closure, No Bollards closure 4pm-11pm

June

- 6-4 Regular meeting
- 6-11 Regular meeting
- 6-19 Regular meeting
- 6-20 Down By the River

Street Closure, No Bollards closure 4pm-11pm

6-25 Regular Meeting

July

- 6-29 Mud Volleyball Setup
- 06-30 Mud Volleyball Setup
- 07-01 Mud Volleyball Setup
- 07-02 Mud Volleyball
- 07-04 Mud Volleyball
- 07-05 Mud Volleyball
- 07-06 Mud Volleyball

Street Closure, No Bollards Request closure beginning 7 am on 7/01 - 5pm on 7/06

Street Closure, No Bollards

Street Closure, No Bollards

Street Closure, No Bollards

Street Closure, No Bollards

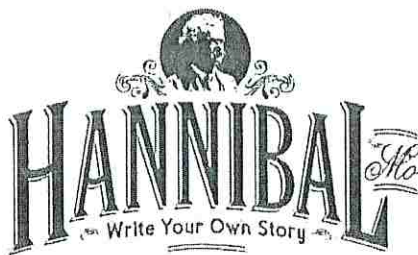
- 7-16 Regular meeting

August

- 8-6 Regular meeting
- 8-20 Regular meeting

September

- 9-3 Regular meeting
- 9-17 Regular meeting



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

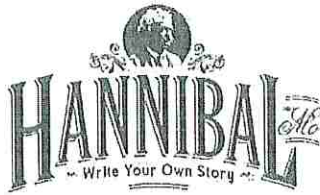
Mud Comm. Hse

Chairman

Title

3/10/25

Date



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name

Mud Volleyball

Date of Event

7/2 - 7/06 - 25

Location/Address/Facility Name

YMENS Pavilion

Expected Number of Attendees:

2,000

II. PURPOSE

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

III. ASSUMPTIONS

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

IV. BASIC PLAN

A. EAP Event Representative

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

Primary Contact:

Scott Bachner / Ted Sampson

Cell Phone:

573 489 9867

573 485-8626

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 _____

3. Will on-site security be provided?

☐ Yes ☒ No

If yes, contact name and phone _____

C. Severe Weather

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

D. Fire

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

☐ Yes ☒ No

If yes, what has been identified? _____

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

E. Medical Emergencies

1. As with any event, there is a potential for injury to the participants. The types of injuries are various and include those that are heat-related as well as traumatic injuries
2. Are there limited provisions for on-site Emergency Medical Services at this event?
☒ Yes ☐ No
3. Should an incident occur that requires Emergency Medical Services, contact as indicated to this 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

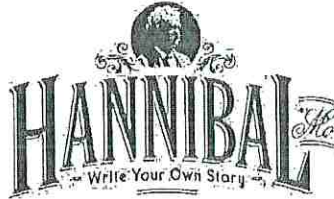
G. Emergency Vehicle Access

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: Scott Baehner Cell Phone: 573 489 9867
Secondary Contact: Ted Sampson Cell Phone: 573 406 8626

Dial 911 in case of emergency



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name

Down By The River

Date of Event

5-16 + 6-20/25

Location/Address/Facility Name

YMCA Pavilion

Expected Number of Attendees:

150

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:

Ethan Matchett

Cell Phone:

660 888 9014

B. Emergency Notification

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

2. Will on-site EMS be provided?

☐ Yes ☒ No

If yes, contact name and phone _____

3. Will on-site security be provided?

☒ Yes ☐ No

If yes, contact name and phone Marion County Sheriff's Dept

C. Severe Weather

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

D. Fire

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

☐ Yes ☒ No

If yes, what has been identified? _____

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

E. Medical Emergencies

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

F. Law Enforcement

1. Has a need for constant Law Enforcement presence been identified at this event?
☐ Yes ☒ No Done so as preventative
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

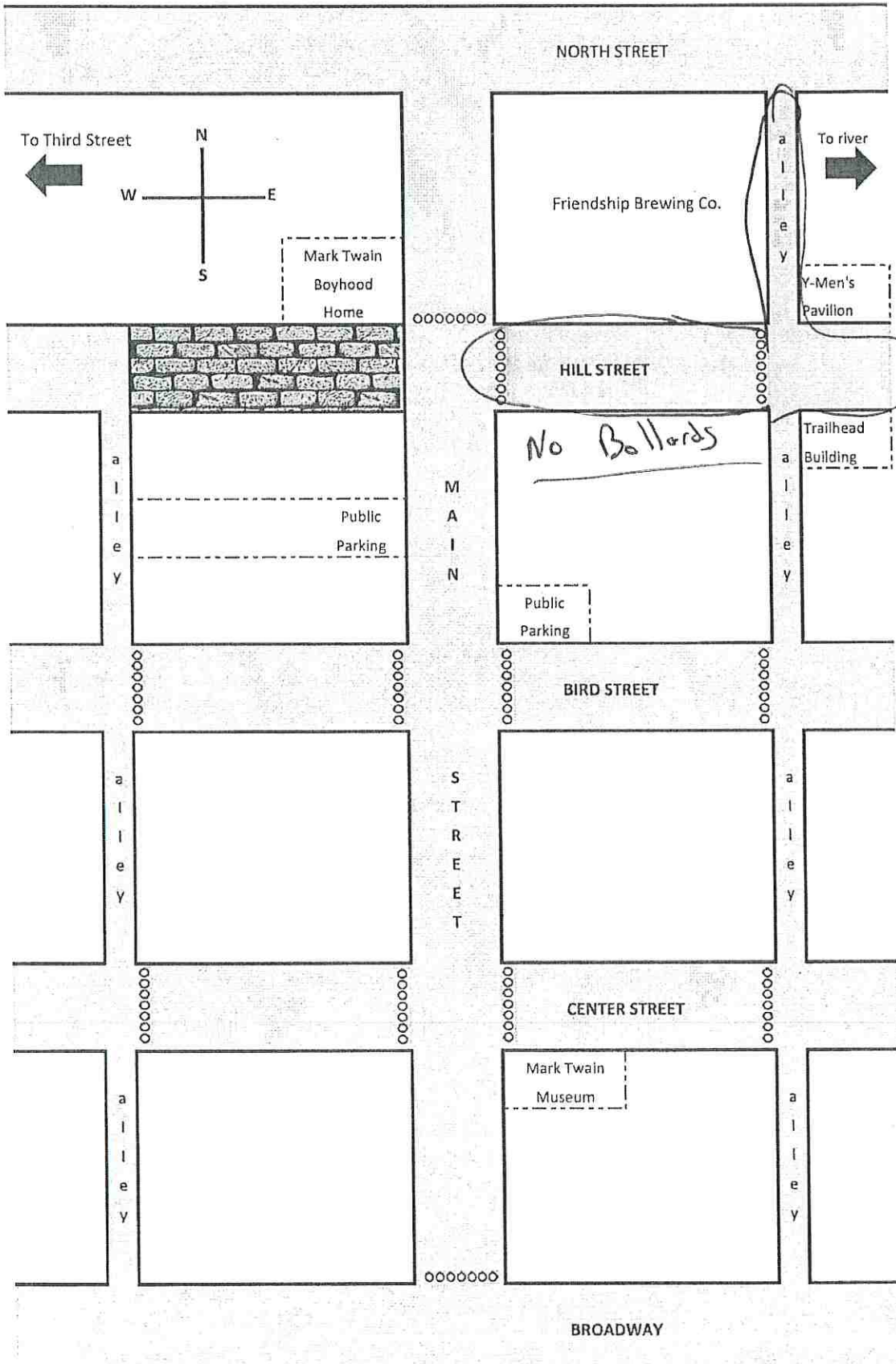
V. CONTACT INFORMATION

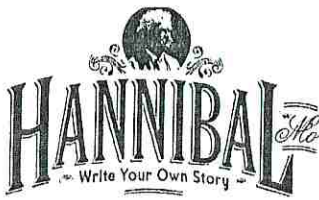
Primary Contact: Edmund Majdett Cell Phone: 660 888 9014
Secondary Contact: Scott Behner Cell Phone: 523 489 9867

Dial 911 in case of emergency

VI. EVENT AREA MAP (attach next page)

HISTORIC DISTRICT - REQUESTED STREET CLOSURES





Return to:
Office of the City Clerk
Attn: Britta Dooley
320 Broadway Hannibal, MO 63401
Ph. (573) 221-0111 ext. 221
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

April 1, 2025

Today's Date: 12/18/24 Date you wish to be placed on Agenda: _____

Your Organization: Early Bird Kiwanis Special Event: Spring & Fall Porkchop Event

Date(s) of Event: May 30th & Sept. 12, 2025 Requested Times (from-to): 8am - 10pm

Description of Activity: Fundraiser for Early Bird Kiwanis serving
pork chops and pulled pork sandwiches.

Primary Contact Person(s): President Gil Gonzales Cell Phone: 760-672-9602

Work Phone: _____ E-mail: giljoygg@gmail.com

Assistance Needed (location, etc.): We are requesting "no parking" in the
100 block of Hill Street on May 30th and Sept. 12th, 2025.

DEPARTMENTAL COMMENTS (office Use)

Police: No concerns. Dept. Cost: 0

-Lieutenant Wilt

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

-Chief Neisen

BPW: The HBPW has no issues. Dept. Cost: 0

-D. Gordon

Building Inspector: No comments.

Dept. Cost: 0

-B.I. Office

Parks: Parks has no objections.

Dept. Cost: 0

-A. Dorian

Streets: Streets has no objections.

Dept. Cost: 0

-A. Dorian

Tourism: May 30th- No concerns. / Sept. 12th - Something to be aware of.. Viking Mississippi

Dept. Cost: 0

will be here from 8a-3p & that begins a weekend festival the HHMC is doing (but no street closures). So it could be pretty packed down there and some congestion.

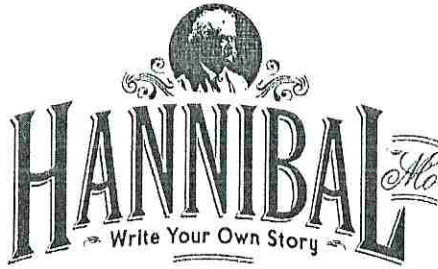
-T. O'Cheltree

Administration: Just need a certificate of insurance upon the event.

Dept. Cost: 0

-Clerk's Office

STAFF RECOMMENDS:



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.

CE Smith

By

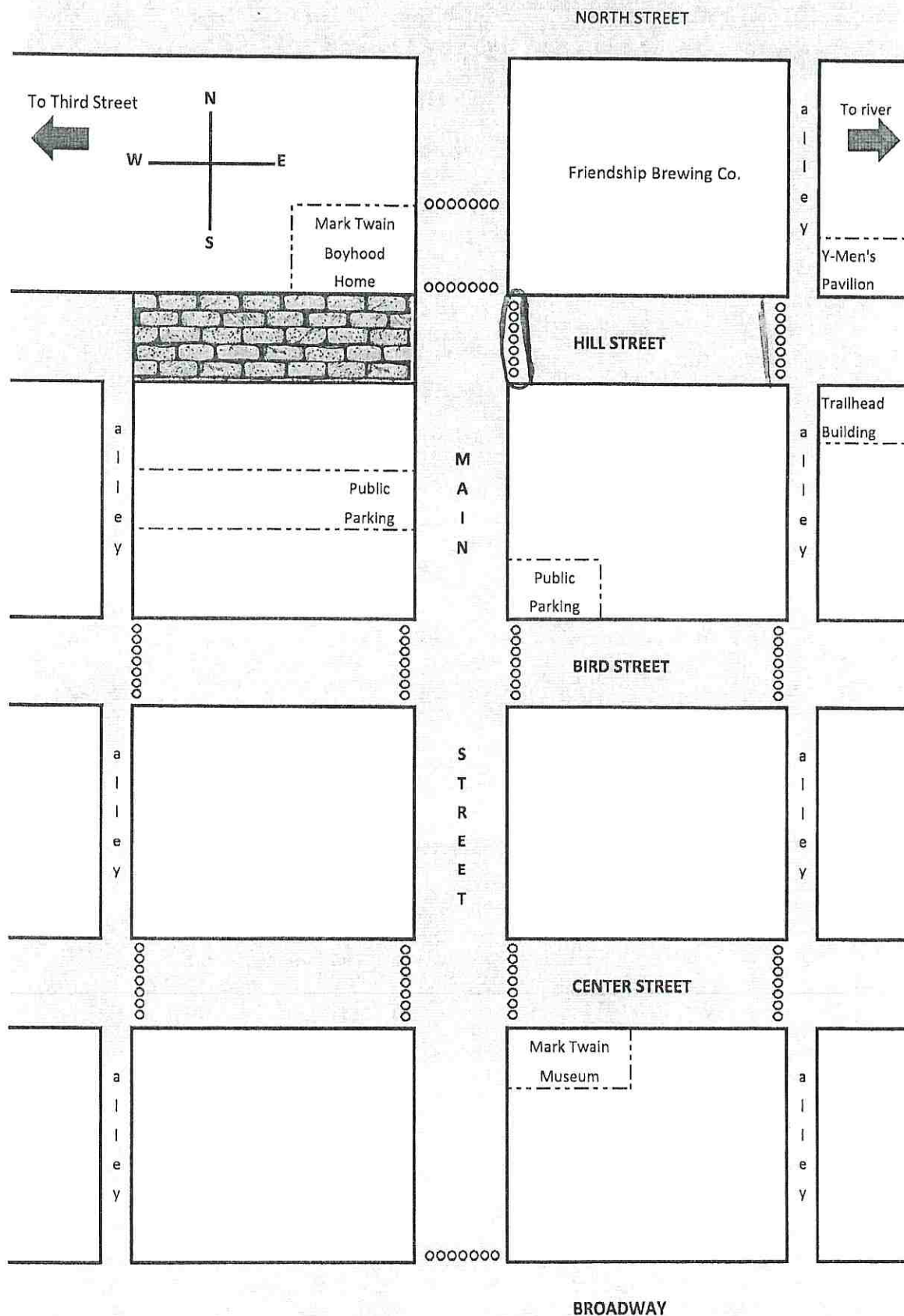
EBK - Past President

Title

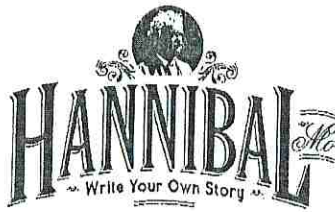
12/18/21

Date

HISTORIC DISTRICT - REQUESTED STREET CLOSURES



○○○○○○○ 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.



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name Spring-Fall Parkchop Event Date of Event May 30th - Sept. 12th

Location/Address/Facility Name Y-Meis Pavilion, Hill St.

Expected Number of Attendees: _____

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: Gil Gonzales

Cell Phone: 760-672-9602

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 _____

3. Will on-site security be provided?

☐ Yes ☒ No

If yes, contact name and phone _____

C. Severe Weather

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

D. Fire

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

☐ Yes ☒ No

If yes, what has been identified? _____

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

E. Medical Emergencies

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

F. Law Enforcement

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

G. Emergency Vehicle Access

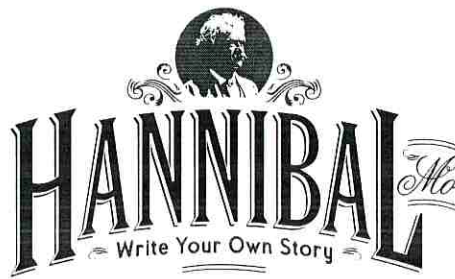
1. Access to emergency vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
3. Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks, or public thoroughways.
4. Crowd control will be managed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

V. CONTACT INFORMATION

Primary Contact: Gil Gonzales - President Cell Phone: 760-672-7602
Secondary Contact: Abby Hiner - VP Cell Phone: 573-406-4044

Dial 911 in case of emergency

Office of the Mayor



Barry Louderman

Please place the Ordinances regarding the Board of Public Works back on the Agenda for discussion on April 1, 2025.

BILL NO. 25-040

ORDINANCE NO.

FIRST READING 04.01.2025

SECOND READING

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, NOVEMBER 4, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER
AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE
PRIOR NOTICE TO THE COUNCIL OF SALARY INCREASES TO THE
EMPLOYEES OF THE BOARD OF PUBLIC WORKS**

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

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

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

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 4th day of November, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

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

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

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

Tuesday, the 4th day of November, 2025

Proposition 3

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

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

[] Yes [] No

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

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

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

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

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

ADOPTED this ____ day of _____ 2025.

APPROVED this ____ day of _____ 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

BILL NO. 25-041

ORDINANCE NO.

FIRST READING 04.01.2025

SECOND READING

AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE COUNCIL OF THE PROPOSED BUDGET OF THE BOARD OF PUBLIC WORKS

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

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

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

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 4th day of November, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

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

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

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

Tuesday, the 4th day of November, 2025

Proposition 1

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

[] Yes [] No

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

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

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

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

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

ADOPTED this ____ day of _____ 2025.

APPROVED this ____ day of _____ 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

BILL NO. 25-042

ORDINANCE NO.

FIRST READING 04.01.2025

SECOND READING

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, NOVEMBER 4, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER
AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE
PRIOR NOTICE TO THE COUNCIL OF PROPOSED UTILITY RATE INCREASES BY
THE BOARD OF PUBLIC WORKS**

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

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

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

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 4th day of November, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

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

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

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

Tuesday, the 4th day of November, 2025

Proposition 2

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

[] Yes [] No

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

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

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

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

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

ADOPTED this ____ day of _____ 2025.

APPROVED this ____ day of _____ 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

BILL NO. 25-043

ORDINANCE NO.

FIRST READING 04.01.2025

SECOND READING

AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO CHANGE THE NUMBER OF AFFIRMATIVE VOTES REQUIRED TO REMOVE A MEMBER OF THE BOARD OF PUBLIC WORKS

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

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

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

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 4th day of November, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

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

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

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

Tuesday, the 4th day of November, 2025

Proposition 4

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

[] Yes [] No

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

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

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

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

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

ADOPTED this ____ day of _____ 2025.

APPROVED this ____ day of _____ 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

BILL NO. 25-044

ORDINANCE NO.

FIRST READING 04.01.2025

SECOND READING

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, NOVEMBER 4, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER
AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE
THE BOARD OF PUBLIC WORKS MEET WITH THE CITY COUNCIL UPON
REQUEST OF THE COUNCIL**

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

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

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

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 4th day of November, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

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

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

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

Tuesday, the 4th day of November, 2025

Proposition 5

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

[] Yes [] No

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

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

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

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

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

ADOPTED this ____ day of _____ 2025.

APPROVED this ____ day of _____ 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

BILL NO. 25-045

ORDINANCE NO.

FIRST READING 04.01.2025

SECOND READING

**AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF HANNIBAL PURSUANT
TO A VOTE OF THE CITIZENS OF HANNIBAL REGARDING SECTIONS
11.03, 11.07, 11.10, AND 11.11 TO PROVIDE ADDITIONAL OVERSIGHT
AND SUPERVISION BY THE CITY COUNCIL**

WHEREAS, The City of Hannibal previously enacted a Charter pursuant to the Constitution of the State of Missouri, such charter governing various aspects and provisions of the operations, and laws of said city, including the operation and management of the City's Board of Public works; AND

WHEREAS, April 8, 2025 the qualified electors of the City of Hannibal were given the opportunity to amend sections 11.03, 11.07 11.10, and 11.11 to provide for additional oversight of certain functions of the Board of Public Works, and ensure compliance with applicable laws regarding confidentiality, including the Missouri Sunshine Law, passing by majority vote, and

WHEREAS, the City Council of the City of Hannibal finds that it is required by the Requirements of Chapter 20 of the Charter of the City of Hannibal and the vote of the people that certain changes be made to the Charter of the City of Hannibal, regarding the Board of Public Works and Chapter 11 of the Charter regarding the Board of Public Works,

NOW THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF HANNIBAL, MISSOURI TO-WIT, EFFECTIVE JULY 1, 2025:

SECTION ONE

Section 11.03 of the Charter of the City of Hannibal shall be replaced with a new Section 11.03, which shall read as follows:

Sec. 11.03. - Board members; removal.

Members of the board of public works may be removed from office by impeachment, by resolution of the council adopted by vote of four (4) members of the council, or by resolution adopted by three (3) members of the council with the mayor concurring.

SECTION TWO

Section 11.07 of the Charter of the City of Hannibal shall be replaced with a new Section 11.07, which shall read as follows:

Sec. 11.07. - Powers and duties; establish rates.

The board of public works shall have the authority to construct, manage, supervise and control the municipal electric, water systems, and wastewater treatment and collection system, artificial underground stormwater collection systems, and any future additions and improvements thereto and of any other public facilities which the City of Hannibal may hereafter construct or otherwise operate, own or acquire.

The board shall have the exclusive power and the duty to establish rates and provide for the assessment and collection of charges for municipal electric, water, or sanitary sewer system or other utilities, or the product or services of any other plant or works of the city which the board may have under its supervision, control or operation. The board shall have additional powers, duties and functions as may be conferred upon it by ordinance.

The board shall notify the City Council of any proposed rate change at least sixty (60) days prior to the date such rate may go into effect. Notice shall be given in writing provided to the City Clerk.

All changes in rates, fees, or charges levied by the board of public works shall be preceded by a public hearing no longer than thirty (30) days nor less than fifteen (15) days prior to the rate, charge, or fee change.

No fee, charge or surcharge generating money for the general revenue fund of the City of Hannibal may be levied by the board of public works unless authorized by ordinance. Any such fee, charge or surcharge cannot exceed the rate of five and one-half (5½) percent of the charges for water, electric power, electric lights, and sewer services, or other municipal services which the board may have under its supervision, control and operation, without the favorable vote of the majority of the qualified electors in a city election.

SECTION THREE

Section 11.10 of the Charter of the City of Hannibal shall be replaced with a new Section 11.10, which shall read as follows:

Sec. 11.10. - General manager and employees; compensation.

The board shall appoint a general manager and such other officers, agents and employees as it shall deem necessary to perform its functions efficiently and shall fix the rates of their compensation. The council shall be given at least sixty (60) days prior notice of any change in the rates of compensation of ten percent or more of the employees of the board of public works during any six (6) month period. No gifts or gratuities shall be given or granted to any of its employees by or on behalf of the board of public works.

SECTION FOUR

Section 11.11 of the Charter of the City of Hannibal shall be replaced with a new Section 11.11, which shall read as follows:

Sec. 11.11. - Records; budget; audit.

The board shall keep minutes of its meetings and records of all its proceedings, prepare an annual budget and file a copy of the same with the city clerk at least sixty (60) days prior to the adoption of such budget, but under no circumstances later than the thirtieth (30th) day of April each year, cause to be kept books of account showing with entire accuracy contemporaneous current entries of the receipts, expenditures and inventories of the board and preserve in its office duplicate vouchers for all of its expenditures.

Depreciation and obsolescent reserves, accounting practices, procedures and forms shall be in accord with such practice and procedures and forms shall be in accord with such practice and procedures commonly

used in the public utility industry to the end that comparisons may be made between the operation of the municipal utilities of Hannibal and public utilities of other cities and corporations.

All records of the board of public works shall be open to the council and city manager. All records of the board of public works shall be open to the public except as such records may be closed under the Missouri Sunshine Law.

The board, from time to time, shall make reports to the city manager and council of its business and transactions and shall furnish such additional information as may be required by the council. The accounts of the board shall be audited annually by a public accountant selected by the council.

SECTION FIVE

A new Section 11.15 is hereby enacted which shall read as follows:

Sec. 11.15. – Meetings Between the board and the Council.

In the event that the City council determines that it is necessary to meet with the members of the board of public works regarding proposed rate increases, salary increases, the BPW budget, or any other matter affecting the Citizens of the City of Hannibal, arising from actions of the board, then all of the members of the board shall meet with the council to discuss such matters. Meeting requests shall be delivered at least ten (10) days prior to the meeting date, in writing at the direction of the council from the City Clerk to the Manager of the BPW. Such meetings shall be held at City Hall in the Council Chambers, at such date and time as the council may deem appropriate. The meeting shall be open to the public, although the council may also close such meetings pursuant to applicable provisions of the Missouri Sunshine Law. Notice of the meeting shall be posted by both the Council and the board in accordance with the provisions of state law, the charter and the ordinances of the City of Hannibal.

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

SECTION EIGHT: That this Ordinance shall be in full force and effect ON July 1, 2025

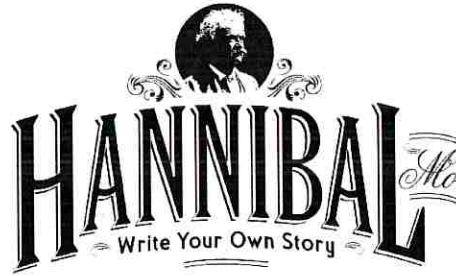
Adopted this ____ day of _____ 2025.

Approved this ____ day of _____ 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk



MEMORANDUM

To: Melissa Cogdal - City Clerk

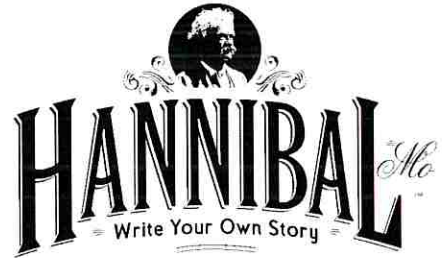
From: Lisa Peck - City Manager

Re: Hannibal Parks And Recreation Board

Date: March 25, 2025

Please submit Chris Harsell's name to the next Council agenda for appointment to the Hannibal Parks And Recreation Board. The term will expire in July 2027.

Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401
Ph: 573-221-0154 **Fax: 573 221-0707**
Email: adorian@hannibal-mo.gov



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

FROM: Andrew Dorian

DATE: 3/25/2025

RE: Grand Avenue Bin Wall Survey

The City of Hannibal has been looking at ways to fix the ongoing erosion issues at the Grand Avenue Bin Wall since the 1980's. The City has twice bid this project in the past in order to try and fix the problem and both times the bids were rejected due to costs.

A few weeks ago another one of the bins failed causing rock and debris to slide down the hill into Grand Avenue. At this point we can no longer kick this can down the road and risk complete failure.

The first step in this process is to have Klingner & Associates complete a boundary and topographic survey of the hillside to verify exactly what the City owns. It is currently not clear what the City owns and we cannot develop a plan until we verify all the boundaries.

Klingner has provided a \$15,500 engineering agreement to provide these services. This cost will need to come out of the Infrastructure Tax line item.

The Department of Public Works recommends that the City Council authorize the Mayor to sign an engineering service agreement with Klingner & Associates for the lump sum not to exceed amount of \$15,500 for a boundary/topographic survey of the Grand Avenue Bin Wall area.

RESOLUTION NO. 2541-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$15,500
ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF
HANNIBAL AND KLINGNER & ASSOCIATES FOR A
BOUNDARY/TOPOGRAPHIC SURVEY OF THE GRAND AVENUE BIN WALL
AREA.**

WHEREAS, The City of Hannibal has been looking at ways to fix the ongoing erosion issues at the Grand Avenue Bin Wall since the 1980's, and

WHEREAS, We can no longer kick this can down the road and risk complete failure, and

WHEREAS, Klingner & Associates submitted a lump sum not to exceed engineering service agreement totaling \$15,500 for a boundary/topographic survey, and

WHEREAS, the money for this project will come out of the Infrastructure Tax line item, 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 \$15,500 for a boundary/topographic survey of the Grand Avenue Bin Wall Area.

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

ADOPTED THIS 1st DAY OF APRIL, 2025.

APPROVED THIS 1st DAY OF APRIL, 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

Surveying Work Order and Agreement

KLINGNER & ASSOCIATES, P.C.

4510 Paris Gravel Road, Hannibal, MO 63401 - 573.221.0020

www.klingner.com

Date March 25, 2025 Phase Manager (PM) Eric Basinger, PLS
Project Type 0100 Project Manager (PIC) Mark C. Bross, PE
(Office Code) Client Manager (Billing) Mark C. Bross, PE

PROJECT & SCOPE OF SERVICES:

Primary Company Contact

Client City of Hannibal, Missouri Project Contact Andy Dorian, Dir. Of Central Services
Address 320 Broadway City/State/Zip Hannibal, MO 63401
Phone 573-221-0111 Cell _____ Email adorian@hannibal-mo.gov

Billing Contact (To be completed by Client) – Check box if identical to primary company contact ☐

Check box if you would NOT like to receive your invoice via email ☐

Address _____ Billing Contact _____
Phone _____ Cell _____ City/State/Zip _____
Email _____

Project Name Grand Avenue Bin Wall Survey
Lots _____ Block _____ Addition _____
Section _____ Township _____ Range _____
City of Hannibal County of Marion State of Missouri

SURVEY FIELD WORK:

- | | | |
|---|--|--|
| <input type="checkbox"/> Location/Recovery Existing Monuments | <input type="checkbox"/> Spot Elevations | <input type="checkbox"/> Plat |
| <input checked="" type="checkbox"/> Boundary Survey | <input checked="" type="checkbox"/> Records Search of Previous Surveys | <input type="checkbox"/> Legal Description |
| <input checked="" type="checkbox"/> Topographic Survey | <input type="checkbox"/> Computer Closure/Calculations | <input type="checkbox"/> Other |

Description of work or remarks (such as corners to be set, type of corners, and other papers left with us)

Establish the city's property boundaries using field work and records research for multiple subdivisions. Complete the boundary survey and topo survey for use in subsequent design of improvements Notify: Andy Dorian (before) (when) work is done

Order Taken By MCB Target Completion Date April 15, 2025

FEES AND EXPENSES – Fees for all services outlined above will be charged on the following basis (check all that apply):

- ☒ Hourly at a rate of 2.25 times payroll cost of staff members, plus all "Reimbursable Expenses." For planning purposes, the estimated fees are:
- | | |
|-----------------------------|------------------|
| Labor Cost Estimate | \$ <u>15,000</u> |
| Reimbursable Cost Estimate | \$ <u>500</u> |
| Consultant Cost Estimate | \$ _____ |
| Total Project Cost Estimate | \$ <u>15,500</u> |

Conditions encountered may result in higher or lower charges.

- ☐ Lump sum basis for the amount of \$ _____ ☐ Plus reimbursable expenses
☐ A prepaid retainer of \$ _____ is required prior to start of work. The retainer will be applied to the final project invoice.

GENERAL TERMS AND CONDITIONS – Our agreement is subject to the General Terms and Conditions following this page, which are a part of this agreement for our services. *Our services do not include special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC) unless specifically noted.*

ACCEPTANCE – The above Scope of Services, Fees, and General Terms and Conditions described on following pages of this form are satisfactory and hereby accepted.

Signature of Client

Title

Date of Acceptance

Mark Bross

Signature of Consultant

Hannibal Regional Office Manager

Title

3-25-2025

Date of Signature

☒ Survey Addendum part of Agreement

Project No. _____

KLINGNER
& ASSOCIATES, P.C.

Engineers • Architects • Surveyors

Return signed copy, Keep one copy
Date Revised 05/24/23

GENERAL TERMS & 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.

PROJECT CLOSEOUT (Office Use)

Assigned _____	Plat Checked _____	Final Completed Date _____
Drafting By _____	Descr. By _____	Has Job Been Indexed _____
Closure By _____	Page _____	Amount Billed \$ _____
Field Work in Book _____		Comments _____
Reference Books _____		

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.

PROJECT CLOSEOUT (Office Use)

Assigned _____	Plat Checked _____	Final Completed Date _____
Drafting By _____	Descr. By _____	Has Job Been Indexed _____
Closure By _____	Page _____	Amount Billed \$ _____
Field Work in Book _____		Comments _____
Reference Books _____		

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, and Mayor

FROM: Andrew Dorian

DATE: 3/25/2025

RE: City Hall Roof Replacement Bid Award 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 majority of the repairs. In addition to the membrane roof repairs we have some minor masonry work that needs completed and that is part of this bid as well.

The City recently opened sealed bids for the project with 3 firms submitting bids.

Tournear Roofing Company submitted the low bid, their bid breakdown is:

Base Roof Bid=	\$114,495
Contingency Allowance =	\$12,000
<u>Masonry Allowance=</u>	<u>\$10,000</u>
Total Bid=	\$136,495

Construction is scheduled to begin mid-August 2025.

The Department of Public Works recommends the low bid of \$136,495 from Tournear Roofing for the replacement of the City Hall Roof.

RESOLUTION NO. 2542-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF HANNIBAL AND TOURNEAR
ROOFING, INC IN THE AMOUNT OF \$136,495 FOR THE REPLACEMENT OF
THE ROOF AT CITY HALL.**

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

WHEREAS, bids were received on Friday, March 21st 2025 where they were publically opened and read aloud, with Tournear Roofing submitting a low bid of \$136,495 and

WHEREAS, our insurance provider MIRMA, will pay for the majority of the project, and

WHEREAS, the project is scheduled to begin mid-August of 2025, and

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

SECTION ONE: That the Mayor is hereby authorized to execute the contract and any and all corresponding documents between Tournear Roofing and the City of Hannibal for the amount of \$136,495 for the replacement of the roof at City Hall.

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

ADOPTED THIS 1st DAY OF APRIL, 2025.

APPROVED THIS 1st DAY OF APRIL, 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

KLINGNER

& ASSOCIATES, P. C.

Engineers • Architects • Surveyors

616 N. 24th Street • Quincy, IL 62301 • voice 217.223.3670 • fax 217.223.3603

March 25, 2025

Mr. Andy Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, Mo 63401

RE: Hannibal City Hall Roof Replacement
Project No. 24-1083


Dear Mr. Dorian:

The proposal representing the apparent low bid from Tournear Roofing has been reviewed and appears to comply with procurement policy. As the proposal looks to be in order, we recommend the selection of Tournear Roofing to perform the roof replacement work for the Total Base Bid amount of \$136,495.00.

If you have any questions, please call.

Respectfully,

KLINGNER & ASSOCIATES, P.C.



Michael Carter, Senior Architect

p:\hannibal\24files\241083\02.comm\02.gen.corr\20250325 proposal recommendation.docx

Enclosure: Tournear Proposal

SECTION 005200
CONTRACT AGREEMENT

This CONTRACT made and entered into this _____ day of _____, 20__ by _____ and _____ hereinafter called the CONTRACTOR and **CITY OF HANNIBAL, MISSOURI**, hereinafter called the OWNER, witnesseth, that the CONTRACTOR and the OWNER for the consideration hereinafter named therefore contract and agree as follows:

1. Scope of Work:

The CONTRACTOR shall furnish all labor, equipment, and machinery and perform all of the work necessary to complete the specified, **Hannibal City Hall Roof Improvements** dated **March 2025** all as shown on the plans and as described in the specifications, as prepared by Klingner and Associates, P.C., Engineers/Architects, all in accordance with the terms of the Contract Documents.

2. Time of Completion and Liquidated Damages:

The work as shown on the Plans and described in the Specifications shall be substantially completed as defined in Article 15 of the EJCDC General Conditions, by July 31, 2025. The Contractor agrees to pay as liquidated damages the OWNER a sum of **\$ 500** for each consecutive calendar work day thereafter for each day that expires after the specified time until the work is substantially complete.

3. Contract Sum:

The OWNER shall pay the CONTRACTOR for the performance of the Contract the sum of

_____ DOLLARS
_____ CENTS(\$ _____)

4. Progress Payment: Retainage:

The OWNER shall make progress payments on the amount or percentage of Work completed to date, as requested on the basis of CONTRACTOR's Applications for Payment and in accordance with the General Conditions.

There shall be retained from the amount so determined, for the first 50% of the total Work, a sum of 10% until issuance of Substantial Completion. After 50% or more of the Work, the Owner may at his/her discretion reduce the retainage to 5% of the amount of Work completed. Upon issuance of Substantial Completion, the retainage shall be reduced to an amount equal to a maximum of 5% of the Work completed.

5. Acceptance and Final Payment:

Final Payment shall be due thirty (30) days after completion and acceptance of the work, provided the contract be then fully performed, subject to the provisions of the General Conditions.

6. Contract Documents:

Contract Documents are as noted in the General Conditions.

In Witness Whereof, the parties hereto execute this Contract this _____

day of _____ A.D., 20_____

(If an individual, partnership, or non-incorporated organization)

Signature of Contractor _____

By _____

Title _____

Address _____

Names and Addresses of Members of the Firm _____

(If a Corporation)

Signature of Contractor _____

By _____

Title _____

Business Address _____

Incorporated under the laws of the State of _____

President _____

Name

Address

Secretary _____

Name

Address

Treasurer _____

Name

Address

~~~~~

OWNER: City of Hannibal, Missouri

By \_\_\_\_\_

Name

\_\_\_\_\_

Title

(SEAL)

ATTEST:

By \_\_\_\_\_

(Clerk or Notary Public)

END OF SECTION 005200



CITY OF HANNIBAL, MISSOURI  
BID TABULATIONS

Project Number: CITYHALLROOF

Project Description: CITY HALL ROOF REPLACEMENT 2025

Bid Opening Date: MARCH 21, 2025

Bid Opening Time: 1:00PM

| Bidder                        | Bid Amount          | Addendum No. 1 & 2 |
|-------------------------------|---------------------|--------------------|
| Turner Roofing                | ASK BID 136,495     |                    |
| Weathercraft Inc.             | BASE BID<br>177,000 |                    |
| Missouri Builders Service Inc | 239,777             |                    |

3/21/2025 1:00PM  
Date/Time

Melissa Cogdal, City Clerk



**RETURN WITH BID**

**SECTION 004200  
BID PROPOSAL**

TO: CITY OF HANNIBAL Hereinafter Called "OWNER"

PROPOSAL OF: Tournear Roofing Company  
(Name and Address of Bidder)

2605 Spring Lake Road Quincy, IL 62305

FOR: **CITY HALL ROOF IMPROVEMENTS**

1. The plans for the proposed improvement are those prepared by KLINGNER & ASSOCIATES, P.C., ENGINEERS/ARCHITECTS, 616 NORTH 24TH STREET, QUINCY, IL 62301.
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further declares that the Bidding and Contract Documents, and the following Addenda, receipt of all which is hereby acknowledged,

| <u>Addendum No.</u>         | <u>Addendum Date</u>        |
|-----------------------------|-----------------------------|
| <u>1</u>                    | <u>3/13/25</u>              |
| <u>                    </u> | <u>                    </u> |
| <u>                    </u> | <u>                    </u> |

have been carefully examined, the site(s) of the proposed work inspected in detail and the undersigned is familiar with all local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

4. The undersigned further understands and agrees, if this proposal is accepted, to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work and to install all of the materials specified in the contract, in the manner and at the time prescribed, and in accordance with the requirements therein set forth.
5. The undersigned further understands and agrees that payment will be made on a **Lump Sum** bid basis for the work specified herein.
6. The undersigned further agrees to the fullest extent permitted by law, to waive any claim it has or may have against the OWNER, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract.
7. The undersigned further agrees that the OWNER may at any time during the progress of the work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item and which are not included under the bid price for other items in this contract, shall be performed as extra work, in accordance with ARTICLE 11 of the General Conditions.

**RETURN WITH BID**

8. The undersigned further agrees to execute a contract for this work and present the same to the OWNER within fifteen (15) days after the date of notice of the award of the contract to him.
9. The undersigned further agrees to execute and present within fifteen (15) days after the date of Notice of the Award, a performance and payment Bond or other specified Security, satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
10. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the contract and performance and payment Bonds or specified Securities, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work by **July 31, 2025**, unless additional time shall be granted by the OWNER in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold, from such sums as may be due under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty but as damages due the OWNER from the undersigned by reason of inconvenience to the public, added cost of engineering, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
11. Accompanying this proposal is a bid bond, bank cashier's check, or certified check, in the penal sum of five percent (5%) of the total bid price, as provided in the Section titled "Bid Security" in the Instructions to Bidders, made payable to City of Hannibal. The amount of the bid deposit is:

\$ Six thousand eight hundred twenty four DOLLARS (\$ 6824.00 )  
Words Figures

If this proposal is accepted and the undersigned shall fail to execute a contract and performance and payment Bond or other specified Security as required herein, it is hereby agreed that the amount of the bid deposit shall become the property of the OWNER, and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said contract and contract bond; otherwise said check or draft, or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

**ATTACH BANK CASHIER'S CHECK, OR**

**CERTIFIED CHECK HERE - OR**

**INCLUDE BID BOND WITHIN PROPOSAL**

**FORM**

12. The undersigned Contractor hereby proposes to furnish all labor, tools, materials, machinery and equipment necessary to complete the identified "Base Bid" Work in accordance with the Contract Documents for the following **LUMP SUM PRICE**:

\$ ninety five DOLLARS (\$ 114,495.00)  
Words Figures

- 004200 - 3





City of Hannibal  
Hannibal City Hall Roof Improvements  
Hannibal, MO

Project No. 24-1083  
February 2025

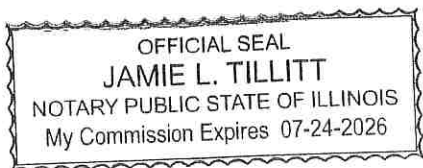
**RETURN WITH BID**

I, Jamie L Tillitt, a Notary Public in and for said County, do hereby  
certify that Robert Tournear & Tanner Freiburg

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the  
foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and  
acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and  
voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of March A.D. 2025.



My Commission expires 7/24/2026

Jamie L Tillitt  
Notary Public

END OF SECTION 004313

DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS (MUTUAL) INSURANCE COMPANY**

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. BD161401

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint **TANNER E FREIBURG**

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

*Brandi Holly*

Brandi Holly

Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires January 26th, 2029.

*Jeffrey P. Many*  
Jeffrey P. Many

Notary Public



STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 18th day of March, 2025.

*William F. Woodbury*

William F. Woodbury, First Vice President, Secretary and General Counsel



RETURN WITH BID

BIDDING SIGNATURE & CERTIFICATION FORM

\*\*\*\*\*

(If an individual) Signature of Bidder \_\_\_\_\_ (SEAL)

Business Address \_\_\_\_\_

\*\*\*\*\*

(If a co-partnership)

Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_ (SEAL)

Business Address \_\_\_\_\_

(Insert Names and \_\_\_\_\_

Addresses of all \_\_\_\_\_

Members of the \_\_\_\_\_

Co-Partnership \_\_\_\_\_

\*\*\*\*\*

(If a Corporation)

Corporate Name Tournear Roofing Company, Inc.

(Corporate  
(SEAL)

Signed by Robert S. Tournear pres.

Business Address 2605 Spring Lake Road

Quincy, IL 62305

(Insert Names of Robert S. Tournear President

Officers) Robert S. Tournear Secretary

Robert S. Tournear Treasurer

\*\*\*\*\*

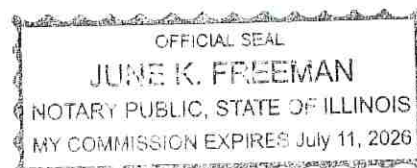
SIGNED and SWORN to before me

this 21<sup>st</sup> day of March, 2025.

June K. Freeman  
Notary Public

(NOTARY SEAL)

END OF SECTION 004200





RETURN WITH BID

SECTION 004521  
WORK AUTHORIZATION AFFIDAVIT

Comes now Robert Tournear as President  
(Name) (Position Held)

First being duly sworn, on my oath, affirm Tournear Roofing Company  
(Company Name)

Is enrolled and will continue to participate in a federal work authorizations program in respect to  
employees that will work in connection with the contracted services related to \_\_\_\_\_  
City Hall Roof Improvements for the duration of the contact, if awarded  
(Project Name)

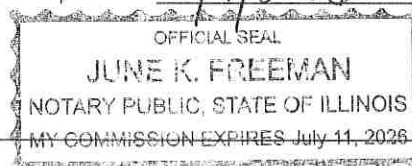
in accordance with RSMo Chapter 285.530(2). I also affirm that Tournear Roofing Company  
(Company Name)  
does not and will not knowingly employ a person who is an unauthorized alien in connection with  
the contracted services related to Hannibal City Hall Roof Replacement  
(Project Name)  
duration of the contract, if awarded.

In affirmation thereof, the facts stated above are true and correct. *(The undersigned  
understands that false statements made in the filing are subject the penalties provided  
under Section 575.040 RSMo).*

Robert S. Tournear  
Signature (Person with Authority) Printed Name  
President Robert S. Tournear 3/21/2025  
Title Date

Subscribed and sworn to before me this 21<sup>st</sup> day of March, 2025. I am  
Commissioned as a notary public within the County of Adams. State of  
Illinois, and my commission expires on 7/11/2026, 20  .

June K. Freeman



END OF SECTION 004521

SECTION 004519  
NONCOLLUSION AFFIDAVIT

State of Missouri )

County of Marion ) ss.

Robert S. Tournear, being first duly sworn, deposes and says that:

(1) He (she) is President of Tournear Roofing Company, the Bidder that has submitted the attached Bid;

(2) He (she) is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the OWNER or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Robert S. Tournear

President

(Title)

Subscribed and sworn to before me this

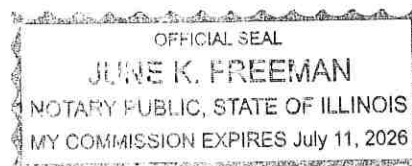
21<sup>st</sup> day of March, 2025.

June K. Freeman

Notary Public / Secretary  
(Title)

My commission expires

7/11/2026



END OF SECTION 004519



# CITY OF HANNIBAL

## DEPARTMENT OF PUBLIC WORKS

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### INTEROFFICE MEMORANDUM

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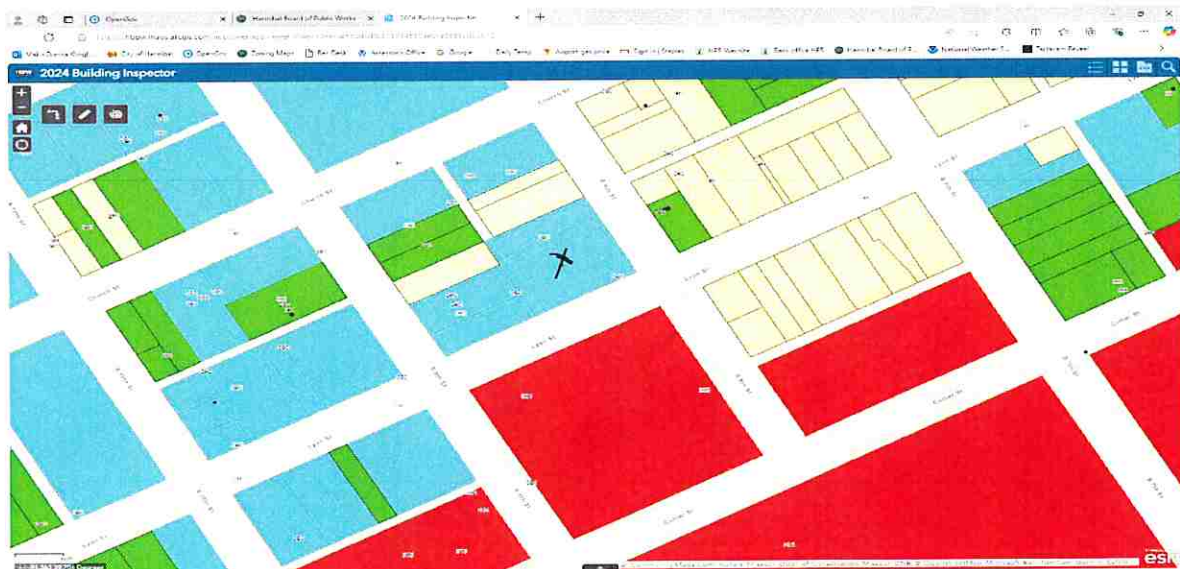
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**TO:** CITY COUNCIL  
**FROM:** RHONDA STEVENSON, DPW MANAGEMENT ASSISTANT  
**SUBJECT:** HABITAT FOR HUMANITY REZONE REQUEST  
**DATE:** FEBRUARY 28, 2025

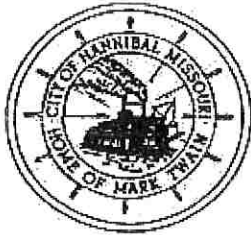
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An application has been received from Mark Twain Area Habitat for Humanity to rezone the property at the Northeast corner of 8<sup>th</sup> and Lyon St. from E-Commercial to B-Multiple Family.

The Planning and Zoning Commission held their public hearing on March 20, 2025 and is requesting that City Council hold their public hearing Tuesday, April 15, 2025, at 6:45 P.M.







# CITY OF HANNIBAL

(Office Use Only)

Date Received \_\_\_\_\_

Application No. RZ \_\_\_\_\_

P & Z Public Hearing: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Council Public Hearing: Date: \_\_\_\_\_ Time: \_\_\_\_\_

## 1. Applicant Information

(a) Applicant Name Mark Twain Area Habitat for Humanity \_\_\_\_\_

(b) Street Address PO Box 1582 \_\_\_\_\_

(c) City Hannibal \_\_\_\_\_ State Missouri \_\_\_\_\_

(d) Phone Number (\_\_\_\_) \_\_\_\_\_

## 2. Property Owner Information

(a) Owner Name Same as above \_\_\_\_\_

(b) Street Address \_\_\_\_\_

(c) City \_\_\_\_\_ State \_\_\_\_\_

(d) Phone Number (\_\_\_\_) \_\_\_\_\_

## 3. Property for which application is made

(a) Location of property – Street Northwest corner of 8<sup>th</sup> and Lyon Street \_\_\_\_\_

Subdivision Name Original Town of Hannibal \_\_\_\_\_  
(If Applicable)

\* Parcel Number 010-09-29-4-23-008.000 \_\_\_\_\_

\* This number can be obtained from the County Assessor's Office.

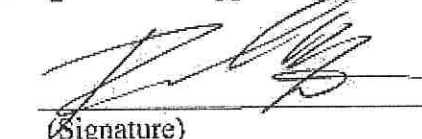
(e) Current Zoning ☐ A-One & Two Family ☐ B-Multiple Family  
☐ C-Local Business ☐ D-Highway Business  
☐ E-Commercial ☐ E1-Suppl. Commercial  
☐ F-Industrial ☐ H1-Historic  
☐ RD-Rural District ☐ PDR-Planned Density Residential

(f) Requested Zoning ☐ A-One & Two Family ☐ B-Multiple Family  
☐ C-Local Business ☐ D-Highway Business  
☐ E-Commercial ☐ E1-Suppl. Commercial  
☐ F-Industrial ☐ H1-Historic  
☐ RD-Rural District ☐ PDR-Planned Density Residential

(g) Current Use of Property: Empty Lot \_\_\_\_\_

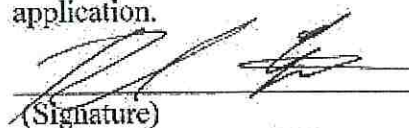
(h) Proposed Use of Property: Residential \_\_\_\_\_

**4. Signature of Applicant** (Must be the same as in item 1 above)

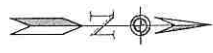
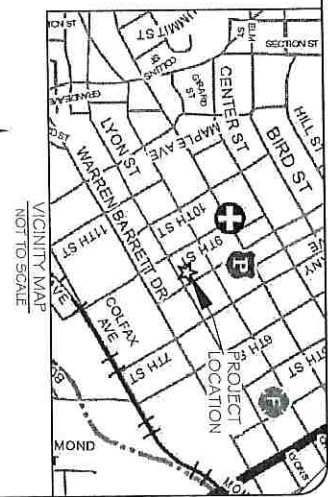
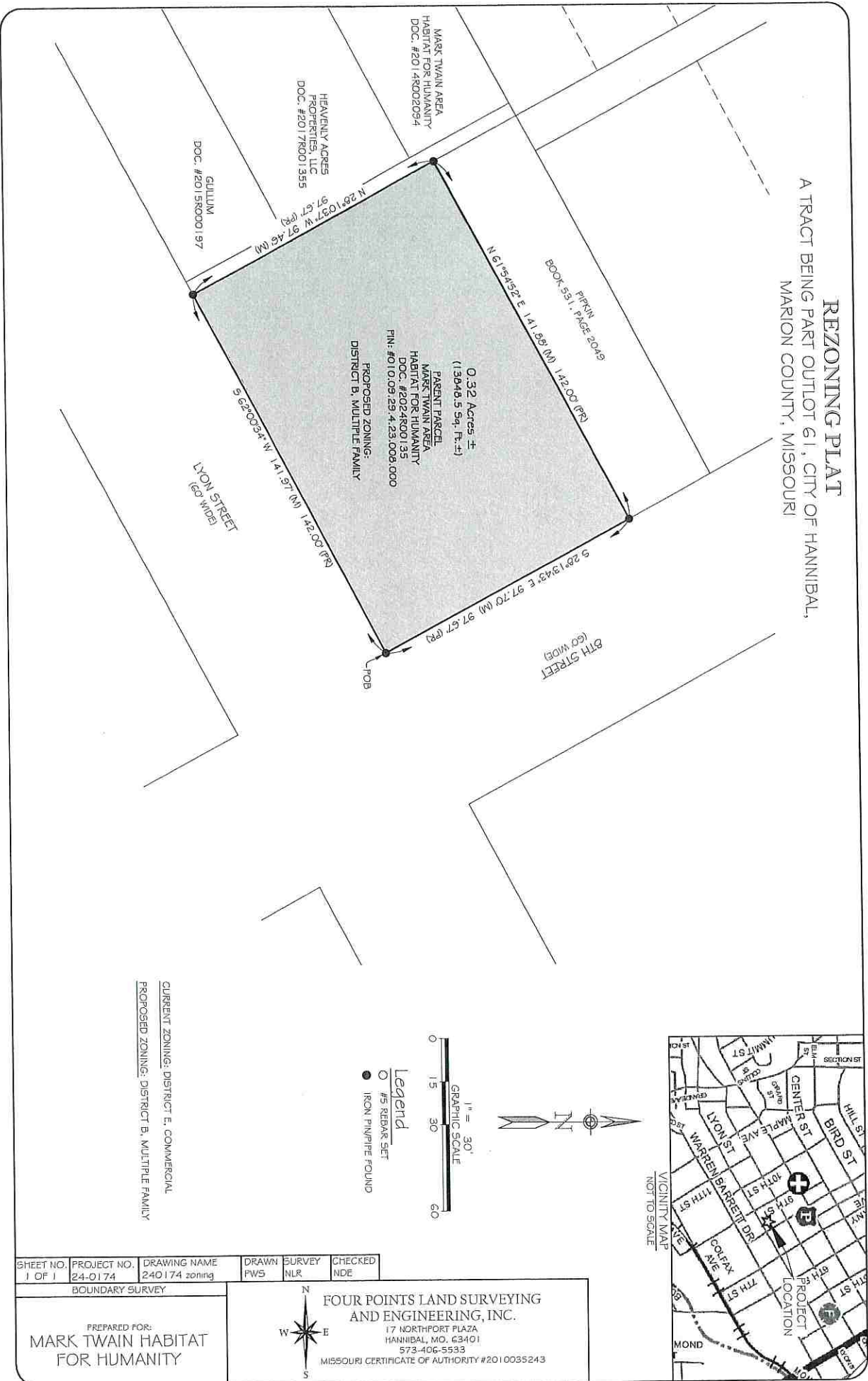
 \_\_\_\_\_ 11/26/2024  
(Signature) (Date)  
Paul Ewert  
(Printed Name)

**5. Property Owner's Authorization\*** (If applicant is other than the property owner listed in item 2 above, the owner's authorization must be obtained)

I hereby authorize NORMAN EWERBROCK, FOUR POINTS LAND SURVEYING & ENGINEERING, INC.  
as the applicant listed in item 1 above, to act as my agent in matters pertaining to this application.

 \_\_\_\_\_ 11/26/2024  
(Signature) (Date)  
Paul Ewert  
(Printed Name)

# REZONING PLAT A TRACT BEING PART OUTLOT 61, CITY OF HANNIBAL, MARION COUNTY, MISSOURI



- Legend**
- #5 REBAR SET
  - IRON PIPE FOUND

CURRENT ZONING: DISTRICT E, COMMERCIAL  
PROPOSED ZONING: DISTRICT B, MULTIPLE FAMILY

|                     |                        |                               |              |               |                |
|---------------------|------------------------|-------------------------------|--------------|---------------|----------------|
| SHEET NO.<br>1 OF 1 | PROJECT NO.<br>24-0174 | DRAWING NAME<br>240174 zoning | DRAWN<br>PWS | SURVEY<br>NLR | CHECKED<br>NDE |
|---------------------|------------------------|-------------------------------|--------------|---------------|----------------|

BOUNDARY SURVEY

PREPARED FOR:  
**MARK TWAIN HABITAT FOR HUMANITY**

**FOUR POINTS LAND SURVEYING AND ENGINEERING, INC.**  
17 NORTHFORT PLAZA  
HANNIBAL, MO. 63401  
573-406-5533  
MISSOURI CERTIFICATE OF AUTHORITY #2010035243





# Four Points Land Surveying & Engineering, Inc.

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

---

MARK TWAIN AREA  
HABITAT FOR HUMANITY  
OUTLOT 61, ORIGINAL TOWN OF  
HANNIBAL, MARION COUNTY, MO

---

## Rezoning Description

A tract of land lying in part of Outlot 61 in the Original Town of Hannibal, Marion County, Missouri being more particularly described as follows;

Beginning at the intersection of the West line of Eighth Street with the North line of Lyon Street; thence South 62 degrees 00 minutes 34 seconds West along the North line of said Lyon Street a distance of 141.97 feet; thence leaving said North line North 28 degrees 14 minutes 20 seconds West a distance of 97.46 feet; thence North 61 degrees 54 minutes 52 seconds East a distance of 141.98 feet to a point on the West line of said Eighth Street; thence South 28 degrees 13 minutes 43 seconds East a distance of 97.70 feet to Point of Beginning, containing 0.32 acres, (13,853.7 square feet) more or less.

All as per Survey #24-0174 as made in November 2024 by Norman D. Ellerbrock, Missouri 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

## Memorandum

---

**To:** Donna Klingler, Management Assistant  
**Of:** Hannibal, MO Dept.  
of Public Works

**Copy to:** Lisa Peck, City Manager  
**From:** Mark C. Bross, PE  
**RE:** Rezoning Request – 8<sup>th</sup> and Lyon Street  
**Project Name:** MTAHFH Rezoning Request  
**Project No:** 18-1005  
**Date:** December 2, 2024

---

Dear Donna:

We have reviewed the proposed rezoning request from Mark Twain Area Habitat for Humanity for the property located at the corner of 8<sup>th</sup> Street and Lyon Street in Hannibal, Missouri. This property currently is vacant and has no structures on it. The current property is zoned E-Commercial and is surrounded by areas zoned E - Commercial. The proposed usage is a multi-family home. The requested zoning is B- Multifamily.

According to the current zoning map, this location lies within a large area zoned E-Commercial, which is less restrictive than the proposed zoning. Rezoning this property to B-Multifamily would not be considered spot zoning because Zone E allows for uses from Zones A, B, C, and D. For this reason, we have no objection to the rezoning of this subject property from E-Commercial to B-Multiple Family.

Very truly yours,

*Mark Bross*

Mark C. Bross, PE

**BILL NO. 25-046**

**ORDINANCE NO.**

**FIRST READING 04.01.2025**

**SECOND READING**

**AN ORDINANCE ACCEPTING THE DEDICATION OF A PRIVATE ALLEY  
RUNNING PARALLEL TO EIGHTH STREET AND PERPENDICULAR TO  
LYON STREET TO PUBLIC USE**

**WHEREAS**, MARK TWAIN AREA HABITAT FOR HUMANITY, is the owner of a certain tract in Out lot 61 of the City of Hannibal, and has surveyed said tract pursuant to the Minor Subdivision Ordinances of the City of Hannibal as shown on the attached plat and is described as follows:

A tract of land lying in part of Outlot 61 in the Original Town of Hannibal, Marion County, Missouri being more particularly described as follows;

Beginning at the intersection of the West line of Eighth Street with the North line of Lyon Street; thence South 62 degrees 00 minutes 34 seconds West along the North line of said Lyon Street a distance of 141.97 feet; thence leaving said North line North 28 degrees 14 minutes 20 seconds West a distance of 97.46 feet; thence North 61 degrees 54 minutes 52 seconds East a distance of 141.98 feet to a point on the West line of said Eighth Street; thence South 28 degrees 13 minutes 43 seconds East a distance of 97.70 feet to Point of Beginning, containing 0.32 acres, (13,853.7 square feet) more or less.

All as per Survey #24-0174 as made in November 2024 by Norman D. Ellerbrock, Missouri Professional Land Surveyor #2001011921.

; and

**WHEREAS**, the said platted area currently contains a private alley which is used by adjacent property owners and which is described as follows:

A fourteen (14) foot wide private alley lying along the Westerly line of said described tract, and being parallel to Eighth Street and perpendicular to Lyon Street, within the confines of the City of Hannibal,

, and;

**WHEREAS**, the said MARK TWAIN AREA HABITAT FOR HUMANITY, has presented a request to Planning and Zoning requesting that such private alley be dedicated to the public use, and after hearing upon proper notice, Planning and Zone recommends acceptance of such private alley to the public use, and the Council, in furtherance of such recommendation as considered the matter and has determined that



such application is in compliance with the law, is in the best interest of the Citizens of Hannibal,

**NOW THEREFORE, BE IT ORDAINED**, by the City Council of the City of Hannibal, Missouri to-wit:

**SECTION ONE.** The City Council directs that the private alley described herein is accepted and dedicated to the public use.

**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.

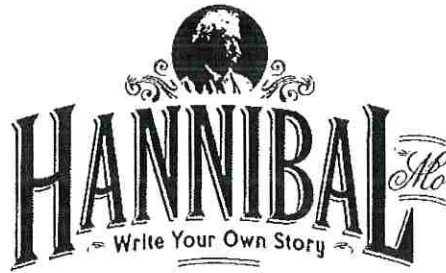
Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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



## MEMORANDUM

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TO: Mayor Barry Louderman and Members of City Council  
CC: Lisa Peck, City Manager  
FROM: Trisha O'Cheltree, Tourism Director  
DATE: April 1, 2025  
REGARDS: MBH Construction of Entrance and minor repairs

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### Construction Bid for MBH entrance and minor repairs

A legal notice was placed in the Hannibal Courier-Post on March 15, 2025

Bids were opened on March 24<sup>th</sup>, 2025 by the city clerk. One bid was submitted, B & H Better Homes LLC for \$58,750.00

I am requesting the bid be awarded to B & H Better Homes. The work to be completed within 60 days fo acceptance.

*HCVB Staff recommends the bid be awarded to B & H Better Homes LLC, in the amount of \$58,750.00 for construction of the ADA entrance, porch, siding repair and floor repair of the Molly Brown Home to be completed within 60 days of acceptance.*



**HANNIBAL CONVENTION & VISITORS BUREAU  
QUOTE SHEET  
FOR USE BY Hannibal CVB**

Date: March 15, 2025

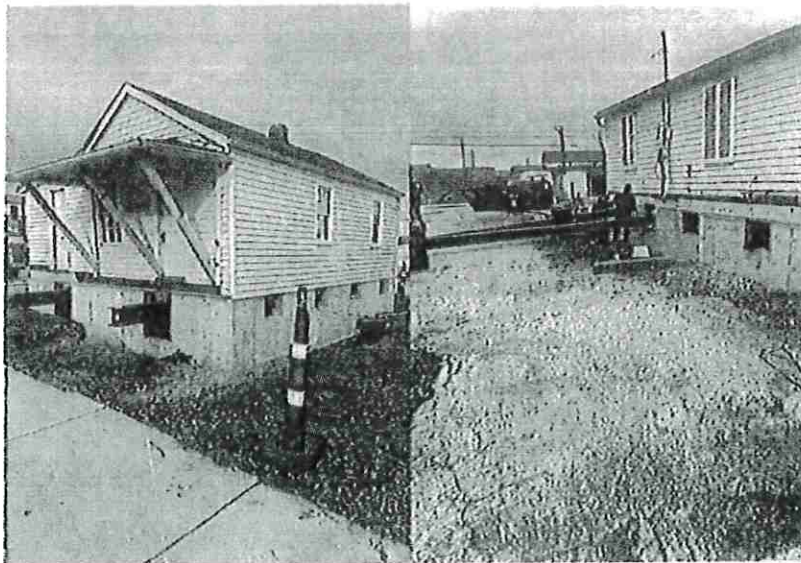
To: Hannibal CVB MBH Construction Bid  
C/O City Clerk's Office  
320 Broadway  
Hannibal, MO 63401

Sealed bids accepted until: Monday, March 24<sup>th</sup> 2025 at 2:00 PM

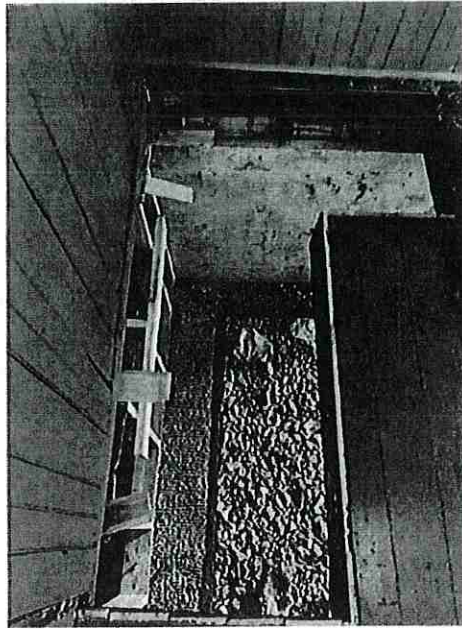
Hannibal CVB needs construction bids based on the following:

- ADA entrance built (including ramp and stairs) out of treated wood according to the drawing provided by Klingner. Drawing below.
- Patch the floor where the former stairs were with matching wood and paint. The area is approximately 3.5 feet by 6 feet.
- Add siding that matches the current siding to the affected areas. Front and left side. Pictures below. 26'5" length x 24'8" width
- Work needs to be completed in the next 60 days.
- Hold a Hannibal Business license and be bonded & insured.

Price quote \$ 58,750





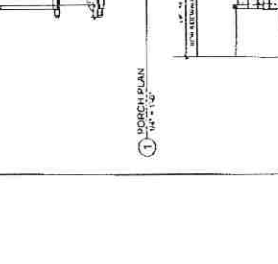
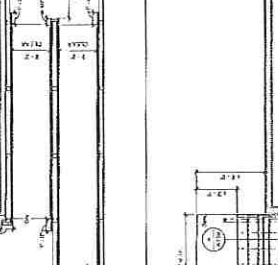
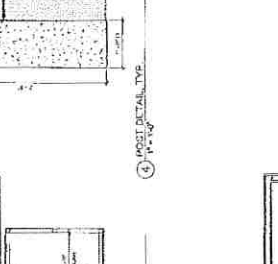
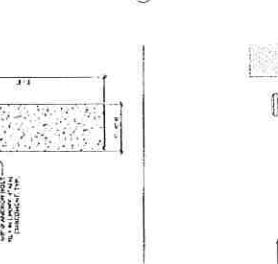
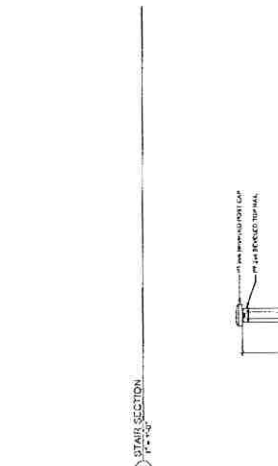
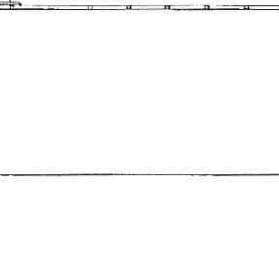
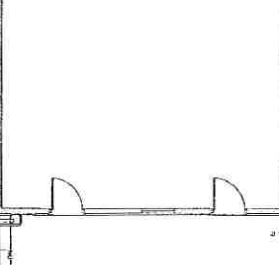
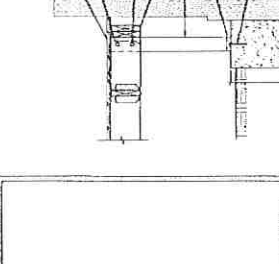
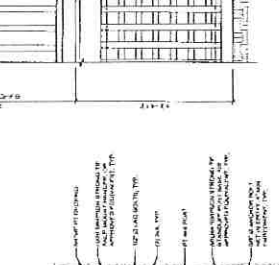
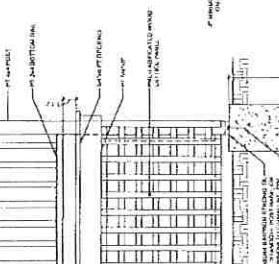
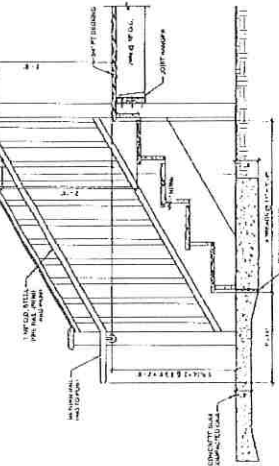


The Hannibal Convention & Visitors Bureau reserves the right to accept or reject any and all bids and to waive any minor irregularities. The Hannibal CVB determination will include a 'Best Value' consideration.



**GENERAL NOTE:**

1. ALL DIMENSIONS ARE IN FEET AND INCHES. FRACTIONS SHALL BE SHOWN AS DECIMALS TO THE NEAREST 1/8".
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
3. ALL JOINTS SHALL BE MADE IN THE CENTER OF THE MEMBER.
4. ALL JOINTS SHALL BE MADE IN THE CENTER OF THE MEMBER.
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10. ALL JOINTS SHALL BE MADE IN THE CENTER OF THE MEMBER.





## ESTIMATE

B&H better homes LLC  
63401

hunterhaynes13@yahoo.com  
+1 (573) 541-1932



City of Hannibal, MO

Bill to

Hannibal Visitors Center

Ship to

Hannibal Visitors Center

### Estimate details

Estimate no.: 1009

Estimate date: 03/24/2025

| #  | Product or service | Description                                                                                                                                                                                                                                                                                                                      | Qty | Rate        | Amount      |
|----|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| 1. | construction       | Build porch addition to Moly Browns house at new location, built to design specs. Pour two concrete pads at ends on both porch exits. Add siding on north side where it was removed during move, and paint. Patch in hole in floor where staircase used to be and paint. Project will be completed within 60 days of acceptance. | 1   | \$58,750.00 | \$58,750.00 |

Total \$58,750.00

Accepted date

Accepted by

**FARM BUREAU TOWN & COUNTRY INS. CO. OF MO.**

P.O. Box 658, 701 S. Country Club Drive  
Jefferson City, MO 65102  
(573)893-1400 1-800-922-4632


**Businessowners Declaration**

Insured Copy

|                                                                       |               |                                                                                                                                |
|-----------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------|
| Membership Number                                                     | Policy Number | Policy Period                                                                                                                  |
| 0689283                                                               | BOP0005983    | 1/12/2025 to 1/12/2026<br>at the time of day set forth in the policy                                                           |
| Recipient                                                             |               | Agent                                                                                                                          |
| Bradley Belak<br>905 Georgia St<br>Hannibal, MO 63401-2134            |               | Brandon Frederick Crocker<br>113 E Jackson St<br>Mexico, MO 65265-2819<br><br>Telephone: (573) 581-3881<br>Fax: (573) 893-1608 |
| THIS INFORMATION PAGE REPLACES ALL PREVIOUS ISSUED INFORMATION PAGES. |               |                                                                                                                                |
| Transaction                                                           |               |                                                                                                                                |
| Online Request 03/24/2025 Effective 01/12/2025                        |               |                                                                                                                                |
| Policy Information                                                    |               |                                                                                                                                |

**Insured(s):**

B&amp;H Better Homes LLC

**Type of Business Entity:**

Limited Liability Company

**Business Classification(s):**

CARPENTRY-NOC

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy.

**SECTION I - PROPERTY COVERAGE:**

|                                          |                                            |
|------------------------------------------|--------------------------------------------|
| Buildings                                | See Location Schedule                      |
| Business Personal Property               | See Location Schedule                      |
| Deductibles                              | See Location Schedule                      |
| Optional Per Location Property Coverages | See Location Schedule                      |
| Optional Policy Wide Coverages           | See Optional Policy Wide Coverage Schedule |

**Total Property Premium** \$96.95

**SECTION II - LIABILITY AND MEDICAL EXPENSE COVERAGE:**

|                                          |                                            |                  |
|------------------------------------------|--------------------------------------------|------------------|
| Liability                                | \$1,000,000                                | Per Occurrence   |
| Medical Expenses                         | \$5,000                                    | Per Person       |
| Damage To Premises Rented To You         | \$50,000                                   | Any One Premises |
| Other Than Products/Completed Operations | \$2,000,000                                | Aggregate        |
| Products/Completed Operations            | \$2,000,000                                | Aggregate        |
| Personal Injury & Advertising Limit      | \$1,000,000                                |                  |
| Optional Policy Wide Coverages           | See Optional Policy Wide Coverage Schedule |                  |

**Total Liability Premium** \$1,682.10  
**Inland Marine Premium** \$834.93  
**Policy Terrorism Premium** \$26.14  
**Total Policy Premium** \$2,640.12

**Discounts**

Multi Line Discount: No

