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 <u>www.youtube.com</u> in the web browser 2. Type in City of Hannibal in
- 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 Thumbnall with the word "Live" on it.
  5. Click on the Thumbnall to
- 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 MEETING

Tuesday, June 3, 2025 6:00 p.m. Council Chambers

#### **CALL TO ORDER**

DARRIN GORDON – GENERAL MANAGER BOPW Re: FY 2025/2026 Board of Public Works Budget Review

**PUBLIC COMMENTS** 

**ADJOURNMENT** 

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#### CITY OF HANNIBAL

#### OFFICIAL PUBLIC HEARING

Tuesday, June 3, 2025 6:45 p.m. **Council Chambers** 

#### CALL TO ORDER

#### **BIANCA QUINN - FINANCE DIRECTOR** Re: FY 2025/2026 Budget

**PUBLIC COMMENTS** 

**ADJOURNMENT** 

#### City of Hannibal

#### OFFICIAL COUNCIL AGENDA

Tuesday, June 3, 2025 Council Chambers 7:00 p.m.

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- 1. Type in <a href="mailto:yww.youtube.com">yww.youtube.com</a> in the web browser
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  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 Thumbnall to watch the meeting.
  6. The meeting may be viewed on the website in its entirety after the meeting.

**ROLL CALL** 

CALL TO ORDER

**INVOCATION** 

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES
Regularly Scheduled Council Meeting – May 20, 2025

APPROVAL OF PAYROLL AND CLAIMS Second Half – May 2025

PUBLIC COMMENTS
5 Minutes/ Sign Up Required

## **DARRELL MCCOY – MAYOR Re: Recommendation of Re-Appointments**

Mark Twain Home Board
Frank Salter – appointment for a term to expire November 2032
Kristy Trevathan – appointment for a term to expire November 2032

Re: Recommendation of Re-Appointments

Library Board

Raymond Lee – appointment for a term to expire June 2028

Laura Judlowe – appointment for a term to expire June 2028

Re: Recommendation of Appointments

Library Board

Harry Graves – appointment for a term to expire June 2028

APRIL AZOTEA – 2<sup>ND</sup> WARD COUNCIL MEMBER Re: Festival/Event Parking, Vendor Oversite

> ANDY DORIAN – INTERIM CITY MANAGER Re: Grand Avenue Bin Wall Engineering Design (Resolution No. 2555-25 to follow, for approval)

> > Re: Approval of Appointments

Planning & Zoning Commission

Roger McGregor – appointment for a term to expire June 2029

Micheal Dobson – appointment for a term to expire May 2028

Re: Recommendation of Appointment

Planning & Zoning Commission

Michael Fleetwood – 5<sup>th</sup> Ward Council Member

#### BIANCA QUINN – FINANCIAL DIRECTOR Re: FY 2025 Budget Amendment Ordinance (Bill No. 25-049 to follow, for first reading)

**Re: FY2026 Budget Appropriations** (Bill No. 25-048 to follow, for first reading)

Re: FY2026 Payroll Ordinance (Bill No. 25-050 to follow, for first reading)

#### **RESOLUTION NO. 2555-25**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$23,000 ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND KLINGNER & ASSOCIATES FOR THE DESIGN AND BIDDING SERVICE PORTION OF THE GRAND AVENUE BIN WALL REPAIR PROJECT.

#### **BILL NO. 25-048**

AN ORDINANCE APPROVING THE FISCAL YEAR 2025-2026 BUDGET AND APPROPRIATING TO THE VARIOUS DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCIES OF THE CITY GOVERNMENT OF THE CITY OF HANNIBAL, MISSOURI FOR THE FISCAL YEAR ENDING JUNE 30, 2026

First Reading

#### **BILL NO. 25-049**

AN ORDINANCE AMENDING THE CITY OF HANNIBAL FY 2024/2025 BUDGET (NO. 1) BY AUTHORIZING INCREASES TO THE GENERAL FUND'S ASSESSMENT, CITY HALL, DPW, EXECUTIVE, FIRE, LAW, INTERNAL SERVCES, POLICE AND EMERGENCY MANAGEMENT DEPARTMENT APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR SELF INSURANCE AND CAPITAL IMPROVEMENT FUNDS AS AMENDED.

First Reading

#### **BILL NO. 25-050**

AN ORDINANCE TO PAY OFFICERS AND EMPLOYEES OF THE CITY OF HANNIBAL, MISSOURI FOR THE FISCAL YEAR 2025/2026

First Reading

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

**ADJOURNMENT** 

Office of the Mayor



Darrell McCoy

Please place me on the agenda for reappointments to the Mark Twain Home Board of Frank Salter and Kristy Trevathan for a term to expire November 2032

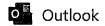
Office of the Mayor



Darrell McCoy

Please place me on the agenda for reappointments to the Library Board of Raymond Lee and Laura Judlowe for a term to expire June 2028

And a nomination for appointment of Harry Graves for a term to expire June 2028



#### June 3rd Agenda

From 2ndWard <2ndward@hannibal-mo.gov>

Date Wed 5/28/2025 7:47 PM

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

Cc Mayor <mayor@hannibal-mo.gov>

Melissa,

Please add me to the agenda for "Festival/Event Parking, Vendors, and Oversight".

Thanks so much

April Azotea 2nd Ward

Get Outlook for iOS

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: 5/14/2025

RE: Grand Avenue Bin Wall Engineering Design & Bidding Service Agreement

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.

Over the last couple of months, 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 was to have Klingner & Associates complete a boundary and topographic survey of the hillside to verify exactly what the City owns. Klingner has completed this step and we can now begin the project design & bidding phase.

Klingner has provided a \$23,000 engineering agreement to provide these design and bidding services. This cost will need to come out of the Infrastructure Tax line item.

The design and bidding services will include:

#### Construction Documents \$11,500

- Provide "civil construction site plans" in AutoCAD format on 22" x 34" sheet size. Plans shall consist of the following design items:
- Identify site demolition and removal of the existing bin wall system.
- Final site grading & drainage plan including contours at 1-foot intervals and applicable spot elevations.
- Erosion control design and best management practices.
- Technical specifications for site work and erosion control in CSI format on plan

Melissa Cogdal, City Clerk

# A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$23,000 ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND KLINGNER & ASSOCIATES FOR THE DESIGN AND BIDDING SERVICE PORTION OF THE GRAND AVENUE BIN WALL REPAIR PROJECT.

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 \$23,000 for the design and bidding portion of the project, 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 amount of \$23,000 for the design & bidding service portion of the Grand Avenue Bin Wall Repair Project.

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

ADOPTED THIS 3<sup>rd</sup> DAY OF JUNE, 2025

APPROVED THIS 3<sup>rd</sup> DAY OF JUNE, 2025

Darrell McCoy, Mayor

ATTEST:



Engineers • Architects • Surveyors



PROPOSAL FOR:

City of Hannibal

ADDRESS:

320 BroadwayHannibal, MO 63401 Grand Avenue Bin Wall Removal

PROJECT: DATE:

5/12/2025

#### I. PROJECT DESCRIPTION/UNDERSTANDING

The City of Hannibal (Client) has requested that Klingner & Associates, P.C. (Klingner) provide a proposal for *Civil / Site engineering services* for a project referenced as Grand Avenue Bin Wall Removal in Hannibal, Missouri. A study was completed in 2009 identifying options for removal of the existing bin wall. Option "A" in that study was to purchase additional property, remove the existing bin wall and regrade the slope. Klingner proposes to provide engineering design for option "A" as described in the following scope of services.

#### II. SITE ZONING

The site is zoned District A, One- And Two-Family Dwelling District that does allow for the proposed improvements. No zoning services are included in this proposal.

#### III. SCOPE OF SERVICES

Our Scope of Services for each individual discipline is outlined below. The following meetings are included based on the meeting occurring at the City of Hannibal offices or Klingner Hannibal office:

#### 1. MEETINGS:

The Klingner project manager and necessary staff will attend two (2) milestone project meetings, including one (1) for project kick off and one (1) at 30% Preliminary Design Review. All included meetings will take place at the City of Hannibal offices or Klingner Hannibal office or via video conference. We anticipate one (1) round of reasonable modifications after each milestone Design Review, per Client comments. Client approval of design and revisions is required prior to commencing with subsequent work. Client shall not unreasonably withhold or delay approvals. Attendance at additional design review meetings, miscellaneous meetings and construction progress meetings will be invoiced at an hourly per diem rate for the staff member in attendance.

#### 2. GEOTECHNICAL ENGINEERING:

A Geotechnical investigation was previously completed for this site. That information will be referenced in the grading design.

#### 3. SURVEYING:

A topographic survey was recently completed for this site. A base map will be created from this survey for use in preparation of the site grading plan.

#### 4. CIVIL/SITE ENGINEERING:

#### A. Preliminary Design

 A preliminary design study was previously completed in 2009. Option "A" in that report will be referenced for this design work.

#### B. Construction Documents

Provide "civil construction site plans" in AutoCAD format on 22" x 34" sheet size. Plans shall consist of the following design items:

- Identify site demolition and removal of the existing bin wall system.
- Final site grading & drainage plan including contours at 1-foot intervals and applicable spot elevations.
- · Erosion control design and best management practices.
- A Land Disturbance permit is not anticipated or included as the site disturbance will be less than one (1) acre.
- Technical specifications for site work and erosion control in CSI format on plan sheets.
- Off Site Utility Extensions: There are no off-site utility extensions included in this scope of services.

#### C. Bidding

- Coordinate and complete the advertisement for bids
- Answer questions and provide clarifications during the bidding process
- Issue any addenda
- · Attend the bid opening
- · Provide a bid tabulation and evaluation of bids with recommendation of award
- · Prepare contract documents with the awarded contractor and the City

#### D. Construction Services

- Conduct a pre-construction conference
- Review shop drawing submittals
- Provide clarifications during the construction period
- Provide periodic site visits (part time observation) to observe and document construction
- Conduct a substantial completion/punchlist meeting with City and Contractor
- Review pay estimates and submit to the City for approval

#### 5, PERMIT ASSISTANCE

There are no permits anticipated for this project other than City of Hannibal approval. Permit assistance services are not included.

#### 6. INFORMATION TO BE PROVIDED TO KLINGNER BY OTHERS:

Client Input.

#### 7. CONSULTANT SERVICES

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

#### 8. COMPENSATION

Compensation shall be based on a lump sum fee as per the following breakdown unless otherwise noted as hourly (per diem). Payments shall be made in accordance with the Klingner



and Associates general terms or as mutually modified. These fees are generated in relation to the Scope of Services above.

| FEE BY DISCIPLINE AND PHASE |          |
|-----------------------------|----------|
| Discipline / Phase          | Lump Sum |
| CIVIL/SITE ENGINEERING      | \$11,500 |
| BIDDING                     | \$3,500  |
| CONSTRUCTION SERVICES       | \$8,000  |
| TOTAL:                      | \$23,000 |

#### 9. SCHEDULE

A mutually agreed upon schedule to be coordinated with the Client.

#### 10. REIMBURSABLE EXPENSES

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

- Printing, plotting, photocopying and photo reprographics for Client and / or contractor use
- Courier and express delivery charges
- Meetings other than those mentioned in the scope of services listed above
- Other project specific expenses pre-authorized by the Client

#### 11. ADDITIONAL SERVICES

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

- · Geotechnical Investigation
- Topographical / Boundary Surveys
- · Architectural, Structural, MEP Design Services
- · Presentations at public meetings if required
- Zoning Services
- Value engineering beyond what is included in the incorporation of the CD set
- Limited Construction Administration (Shop drawing and RFI review)
- · Creation of Bidding Documents
- Bidding Services including advertisement, bid opening, bid evaluation, and contract documents
- Construction Observation
- Construction Material Testing
- Construction Staking or machine control grading file preparation
- · Construction on-site observation
- IBC Special Inspections
- Environmental services



- Development of 3-D computer models
- Project Record Document Development
- Other services as may be requested or required.

#### 12. APPROVAL

All services will be completed in accordance with the Klingner General Terms and Conditions or as mutually modified attached. Signing below and the document's return, signifies acceptance of the services based on the above Scope of Services.

| Mark Bross  | 5-14-2025 |
|---|-----------|
| Mark Bross, PE Title: Hannibal Regional Office Manager Branch Manager - Hannibal, MO Office Klingner & Associates, P.C. | Date      |
| Title: Mayor<br>City of Hannibal  | Date      |

This proposal is valid for acceptance for a period of thirty (30) days from the Klingner Signatory Date.



#### **GENERAL TERMS AND CONDITIONS**

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

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

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

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

General Terms & Conditions Revised 05/11/2023



#### **GENERAL TERMS AND CONDITIONS**

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

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

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

**FIDUCIARY RESPONSIBILITY:** The Client confirms that neither the E/A/S nor any of the E/A/S's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the E/A/S or and of the E/A/S's subconsultants or subcontractors as a consequence or 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 Relmbursable 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 alds. 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, Subconsultants, 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.

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Please add the appointment of Council Member Fleetwood to the Planning and Zoning Commission.



#### **MEMORANDUM**

TO:

Mayor McCoy and Members of City Council

FROM:

Bianca Quinn, Finance Director

DATE:

May 28, 2025

**SUBJECT:** 

FY2025 Budget Amendment Ordinance

FY2026 Budget Appropriations FY2026 Payroll Ordinance

I am presenting the following three ordinances for your review and approval:

- ► FY2025 Budget Amendment Ordinance: This ordinance outlines the adjustments to be made to our current operating budget to various line items in multiple departments/funds for the reasons outlined
- FY2026 Budget Appropriations: This ordinance appropriates funds to the various departments for FY2026 expenses as outlined in the FY2026 Budget.
- FY2026 Payroll Ordinance: This ordinance allows the City to pay the salaries of its employees for FY2026. These salaries include the budgeted 3% pay raise.

BILL NO. 25-049 (AS AMENDED)

#### ORDINANCE NO.

**FIRST READING: 06.03.2025** 

#### **SECOND READING:**

AN ORDINANCE AMENDING THE CITY OF HANNIBAL FY 2024/2025 BUDGET (NO. 1) BY AUTHORIZING INCREASES TO THE GENERAL FUND'S ASSESSMENT, CITY HALL, DPW, EXECUTIVE, FIRE, LAW, INTERNAL SERVCES, POLICE AND EMERGENCY MANAGEMENT DEPARTMENT APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR SELF INSURANCE AND CAPITAL IMPROVEMENT FUNDS AS AMENDED.

WHEREAS, the Assessment budget experienced a moderate increase for tax assessment services, and

WHEREAS, the City Hall budget was affected by increased costs for computer systems and trash collection costs, and

WHEREAS, the Department of Public Works was affected by increased labor and tool costs, and

WHEREAS, the Executive budget experienced additional legal costs, and

WHEREAS, the Fire and Police Department budgets were affected by a mid-year salary increase as well as increased costs for Fire personal protective gear, and

WHEREAS, the Law Department experienced increases in extra professional services outside the scope of the regular contract, and

WHEREAS, the Internal Services budget experienced unbudgeted grant matches, and

WHEREAS, the Emergency Management budget experienced mid-year grant matches for the video trailer and tornado siren, and

WHEREAS, multiple General Fund revenues have come in favorably in FY2025, and

WHEREAS, the Self Insurance Fund budget was affected by increased medical claims, and

WHEREAS, the Self Insurance Budget benefitted from a large amount of stop-loss insurance reimbursements, and

WHEREAS, the Capital Improvement budget experienced unbudgeted Capital Projects (North Street, Market St TAP, CSO vehicles, City Hall roof replacement, Airport fuel project), and

WHEREAS, multiple grant revenues were received by the Capital Improvement Fund, and

WHEREAS, the Unused Sick Fund experienced additional retirement/resignation payouts than anticipated funded by carry over from FY2024, and

WHEREAS, the FY2025 budget must now be amended to recognize the additional revenues and expenses associated with the above,

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

**SECTION ONE**: The FY 2025 budget is hereby amended to reflect the following:

#### **General Fund** – Additional revenues:

| 10.1005 | Use Tax 1%              | \$ 125,000        |
|---------|-------------------------|-------------------|
| 10.1006 | Use Tax 1/4%            | \$ 23,750         |
| 10.1008 | Sales Tax 1/4%          | \$ 48,000         |
| 10.1009 | Sales Tax 1%            | \$ 395,000        |
| 10.1029 | Insurance Reimbursement | \$ 28,800         |
| 10.1060 | Investment Interest     | \$ 205,000        |
| 10.1071 | Court Fines             | <u>\$ 240,000</u> |
|         |                         | \$1,065,550       |

General Fund- A supplemental appropriation is hereby authorized to each department's expenditure account as follows:

| 10.21.550 | County Assessor Fees              | \$ 7,460   |
|-----------|-----------------------------------|------------|
| 10.23.271 | Computer Systems                  | \$ 55,000  |
| 10.23,721 | Trash Collection                  | \$ 14,000  |
| 10.26.101 | DPW Salaries                      | \$ 43,250  |
| 10.26.116 | DPW- Part-Time Salaries           | \$ 12,000  |
| 10.26,589 | Tools                             | \$ 10,000  |
| 10.29.581 | Outside Legal Council             | \$ 113,000 |
| 10.31.101 | Fire Salaries                     | \$ 43,000  |
| 10.31.890 | Personal Protective Gear          | \$ 18,000  |
| 10.34.178 | Law Contracted Services           | \$ 10,000  |
| 10.35.149 | Transfer to other funds (Cap Imp) | \$ 250,000 |
| 10.42.101 | Police Salaries                   | \$ 46,000  |
| 10.46.530 | EM Miscellaneous                  | \$ 45,450  |
| 10.46.547 | EM Generator/Siren Upkeep         | \$ 41,000  |
|           |                                   | \$ 708,160 |

#### **Self Insurance Fund** – Additional Revenues:

| 40.1029 | Insurance Reimbursements | \$1,130,000 |
|---------|--------------------------|-------------|
| 40.1027 | mourance remioursements  | W1,130,000  |

**Self Insurance Fund-** A supplemental appropriation is hereby authorized to each expenditure account as follows:

40.70.280 Claims- Medical \$ 650,000

| Capital Improvement-                     | Additional Revenues:   |  |
|--|--|--|
| 45.1069<br>45.1192<br>45.1193<br>45.1195 | Transfer from General Fund North Street Grant Market Street Grant  | \$ 4,000<br>\$ 300,000<br>\$ 2,000,000<br>\$ 35,000<br>\$ 14,000<br>\$ 2,353,000                                       |
| Capital Fund- A suppolicy follows:       | plemental appropriation is hereby aut  | thorized to each expenditure account as  |
|  | DPW Capital Projects Police Vehicles Airport Capital Projects North Street Grant Phase 2 North Street Grant Phase 1 North Street Grant Phase 3 Prage in costs is funded by carryover fro | \$ 10,000<br>\$ 55,000<br>\$ 61,300<br>\$ 5,000<br>\$ 300,000<br>\$ 1,750,000<br>\$ 250,000<br>\$ 2,431,300<br>om FY24 |
| 96.66.1                                  | 01 Salaries  | \$ 55,000  |
| This inc                                 | crease is funded by carryover from FY2   | 4.   |
| SECTION TWO: This                        | s Ordinance shall become effective imm   | nediately upon its adoption and approval.  |
| ADOPTED this d                           | day of, 2025.  |  |
| APPROVED this                            | day of, 2025.  |  |

ATTEST:

Melissa Cogdal, City Clerk

Darrell McCoy, Mayor

BILL NO. 25-048

#### ORDINANCE NO.

FIRST READING: 06.03.2025

#### **SECOND READING:**

AN ORDINANCE APPROVING THE FISCAL YEAR 2025-2026 BUDGET AND APPROPRIATING TO THE VARIOUS DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCIES OF THE CITY GOVERNMENT OF THE CITY OF HANNIBAL, MISSOURI FOR THE FISCAL YEAR ENDING JUNE 30, 2026

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

**SECTION ONE:** The following sums, or as much as may be necessary, are hereby appropriated to the various departments, boards, commissions and agencies of the City Government of the City of Hannibal, Missouri for the fiscal year ending June 30, 2026, as set out herein:

#### **GENERAL FUND**

#### 1. Executive Department and Miscellaneous Expense

|    | A.  | Executive, Council Control                  | 425,614   |
|----|-----|---|-----------|
|    | В.  | City Hall                                   | 45,900    |
|    | C.  | Election                                    | 40,000    |
| 2. | Adm | inistrative Department                      |           |
|    | A.  | Fire Department                             | 2,723,448 |
|    | B.  | Police Department (includes Animal Control) | 3,195,955 |
|    | C.  | Department of Public Works, including:      |           |
|    |     | 1. Department of Engineering                | 1,005,291 |
|    |     | 2. Building Inspector                       | 142,856   |
|    |     | 3. Landfill                                 | 19,000    |

|  | D.   | Department of Revenue and Finance, including:   |   |
|--|--|---|---|
|  |  | 1. Collection   | 68,136  |
|  |  | 2. Assessment   | 110,000   |
|  | E.   | Department of Accounts, Records and Payroll, included With Department of Budgets, and Purchases   | 228,259   |
|  | F.   | Law   | 117,500   |
|  | G.   | Municipal Court   | 196,329   |
|  | H.   | Insurance   | 2,346,625   |
|  | I.   | Internal Service and Audit Costs  | 1,957,714   |
|  | J.   | Emergency Management  | 46,050  |
|  | K.   | Airport   | 147,790   |
|  | L.   | Information Technology  | 467,177   |
|  |  |   |   |
| TOTAL GEN  | NERAL  | FUND  | 13,283,644  |
| TOTAL GEN  | Depar  | tment of Parks and Recreation des Marina, Ramp Park, Pool and Bear Creek)   | <b>13,283,644</b> 3,467,758   |
|  | Depart<br>(Include   | tment of Parks and Recreation   | , ,   |
| 3.   | Depart<br>(Include<br>Down   | tment of Parks and Recreation<br>des Marina, Ramp Park, Pool and Bear Creek)  | 3,467,758   |
| <ul><li>3.</li><li>4.</li></ul>  | Depart<br>(Include<br>Downs  | tment of Parks and Recreation des Marina, Ramp Park, Pool and Bear Creek) town Flood TIF  | 3,467,758   |
| <ul><li>3.</li><li>4.</li><li>5.</li></ul>   | Depart<br>(Include<br>Downs<br>Police<br>Unuse                             | tment of Parks and Recreation des Marina, Ramp Park, Pool and Bear Creek) town Flood TIF and Firemen Retirement Fund  | 3,467,758<br>0<br>3,181,150   |
| <ul><li>3.</li><li>4.</li><li>5.</li><li>6.</li></ul>                                  | Depart<br>(Include<br>Downs<br>Police<br>Unuse<br>Law E                    | tment of Parks and Recreation des Marina, Ramp Park, Pool and Bear Creek) town Flood TIF and Firemen Retirement Fund d Sick Leave   | 3,467,758<br>0<br>3,181,150<br>70,000                                 |
| <ul><li>3.</li><li>4.</li><li>5.</li><li>6.</li><li>7.</li></ul>                       | Depart<br>(Include<br>Downs<br>Police<br>Unuse<br>Law E<br>Revol           | tment of Parks and Recreation des Marina, Ramp Park, Pool and Bear Creek) town Flood TIF and Firemen Retirement Fund d Sick Leave   | 3,467,758<br>0<br>3,181,150<br>70,000<br>13,000                       |
| <ul><li>3.</li><li>4.</li><li>5.</li><li>6.</li><li>7.</li><li>8.</li></ul>            | Depart<br>(Include<br>Downs<br>Police<br>Unuse<br>Law E<br>Revolt<br>Sales | tment of Parks and Recreation des Marina, Ramp Park, Pool and Bear Creek) town Flood TIF and Firemen Retirement Fund d Sick Leave Enforcement Training Fund ving Loan Fund  | 3,467,758<br>0<br>3,181,150<br>70,000<br>13,000<br>1,500              |
| <ul><li>3.</li><li>4.</li><li>5.</li><li>6.</li><li>7.</li><li>8.</li><li>9.</li></ul> | Depart<br>(Include<br>Downs<br>Police<br>Unuse<br>Law E<br>Revolt<br>Sales | tment of Parks and Recreation des Marina, Ramp Park, Pool and Bear Creek)  town Flood TIF  and Firemen Retirement Fund d Sick Leave  Inforcement Training Fund  ving Loan Fund  Tax Capital Fund  talization Insurance Fund | 3,467,758<br>0<br>3,181,150<br>70,000<br>13,000<br>1,500<br>2,274,123 |

| 13                   | HCVB Fund- Tourism/Convention  | 908,724               |
|----------------------|--|-----------------------|
| 14                   | Catastrophe Fund   | 20,000                |
| 15                   | CDBG   | 0                     |
| 16                   | Infrastructure Tax Fund  | 800,000               |
| 15                   | Riverfront Fund  | 0                     |
| 18                   | Capital Expenditures Fund  | 8,394,325             |
| TOTAL                | All Other Funds  | 21,534,380            |
| TOTAL                | APPROPRIATION – ALL CITY ENTITIES  | \$ 34,818,024         |
| SECTIO<br>entirety v | <b>NTWO:</b> The fiscal year 2025/2026 budget is hereby approve ith the approval and adoption of this ordinance. | ed and adopted in its |
|                      | N THREE: This ordinance shall be effective upon its adoption 2025/2026.  | on and approval for   |
| SECTIO repealed.     | NFOUR: All ordinances or parts of ordinances in conflict   | herewith are hereby   |
| Adopted              | this day of, 2025.   |                       |
| Approve              | this day of  |                       |
|                      | Darrell McCo   | oy, Mayor             |
| A                    | TTEST:   |                       |
| ·                    |  |                       |
| Melissa              | ogdal, City Clerk  |                       |

#### BILL NO. 25-050

#### ORDINANCE NO.

**FIRST READING: 06.03.2025** 

#### **SECOND READING:**

## AN ORDINANCE TO PAY OFFICERS AND EMPLOYEES OF THE CITY OF HANNIBAL, MISSOURI FOR THE FISCAL YEAR 2025/2026

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

**SECTION ONE:** That the Revised Code of Ordinances of the City of Hannibal, Missouri, is hereby amended in the following words and figures, to-wit:

The section designated herein shall be replaced by words and figures stated herein.

#### (1) Salaries for Officers of the City

#### (A) The following salaries shall be payable to the following elected Officers of the City.

| MAYOR                    | \$ 3,600.00  |
|--------------------------|--------------|
| MUNICIPAL JUDGE          | \$ 30,977.01 |
| CITY COUNCIL MEMBERS (6) | \$ 2,400.00  |

#### (B) The following salaries shall be payable to the following appointed Officers of the City.

| City Manager                       | \$144,882.48 |
|------------------------------------|--------------|
| City Clerk                         | \$ 66,371.14 |
| City Collector                     | \$ 61,800.00 |
| Police Chief                       | \$103,760.14 |
| Fire Chief                         | \$ 99,418.14 |
| Finance Director/Police Mgmt Asst. | \$ 73,017.23 |
| Director of Central Services       | \$114,734.48 |
| HCVB Director                      | \$ 61,027.50 |

#### (C) The following salaries shall be payable to the following administrative employees.

| Building Code Official                              | \$ 67,619.50 |
|---|--------------|
| Assistant Building Inspector                        | \$ 47,895.00 |
| Assistant Director of Central Services - Parks      | \$ 70,000.00 |
| Parks Recreation Supervisor II/Director of Aquatics | \$ 48,652.44 |
| Parks Marketing Coordinator                         | \$ 55,781.26 |
| Parks Recreation Supervisor                         | \$ 47,612.14 |
| DPW Asst Director of Central Services - Street      | \$ 74,062.20 |
| DPW Management Assistant                            | \$ 44,805.00 |
| Court Administrator                                 | \$ 51,533.75 |
| Deputy City Clerk                                   | \$ 52,544.14 |

#### (D) The following salaries shall be payable to the following hourly employees.

| Fire Department Office Manager         | \$<br>40,643.48 |
|--|-----------------|
| Executive Office Secretary             | 43,121.78       |
| ARP Office Manager                     | 45,317.94       |
| DPW Street Foreman                     | 59,890.08       |
| DPW Street Mechanic                    | 54,391.40       |
| DPW Lead Construction Worker           | 55,775.05       |
| DPW Lead Construction Worker           | 50,304.94       |
| DPW Street Lead Maintenance Worker     | 49,202.02       |
| DPW Construction Worker I (2)          | 46,300.00       |
| DPW Construction Worker I              | 44,536.96       |
| DPW Maintenance Worker II              | \$<br>51,549.92 |
| DPW Street Maintenance Worker I        | 40,462.87       |
| DPW Street Maintenance Worker I (2)    | 37,856.42       |
| DPW Maintenance Worker part-time       | \$<br>28.46/hr  |
| Fiscal Management Assistant            | \$<br>53,783.51 |
| Parks Foreman                          | \$<br>61,480.00 |
| Parks Lead Maintenance Worker          | \$<br>49,202.02 |
| Parks Maintenance Worker               | \$<br>58,326.86 |
| Parks Maintenance Worker               | \$<br>52,808.99 |
| Parks Maintenance Worker               | 44,536.96       |
| Parks Maintenance Worker               | \$<br>47,932.35 |
| Parks Maintenance Worker               | \$<br>40,461.40 |
| Parks Construction Worker              | \$<br>46,300.80 |
| Parks Building Supervisor (2)          | \$<br>14.42/hr  |
| HCVB Marketing and Sales Manager       | 46,350.00       |
| MRO Technician – Part Time             | \$<br>17.69/hr  |
| HVCB Office Manager—Part Time          | \$<br>15.00/hr  |
| Visitor Center Coordinator – Part Time | \$<br>13.96/hr  |
| Visitor Center Associate – Part Time   | \$<br>13.73/hr  |
| Visitor Center Associate – Part Time   | \$              |
| Court Clerk                            | 40,852.99       |
| Court Clerk                            | \$<br>40,619.31 |
| Information Systems Technician         | 41,200.00       |
| Police Office Assistant II (2)         | \$<br>39,058.27 |
| Police Office Assistant II – Part Time | \$<br>16.02/hr  |
| Police Office Assistant I              | \$<br>34,684.64 |
| Police Office Assistant I              | \$<br>33,322.89 |
| Police Office Assistant I – Part Time  | \$<br>16.02/hr  |
| Police Office Assistant I – Part Time  | \$<br>15.00/hr  |
| Police Custodian - Part Time           | \$<br>16.02/hr  |
| Community Service Officer              | \$<br>49,532.33 |
| Community Service Officer              | 38,292.71       |
| •                                      |                 |

## (E) The following salaries shall be payable to the employees hereinafter named for their services performed.

| Deputy Fire Chief               | \$<br>77,161.54 |
|---------------------------------|-----------------|
| Assistant Fire Chief            | \$<br>80,637.68 |
| Assistant Fire Chief            | \$<br>78,271.91 |
| Assistant Fire Chief            | \$<br>68,456.01 |
| Assistant Fire Chief - Training | \$<br>71,582.97 |
| Assistant Fire Chief - Training | \$<br>65,465.64 |
| Fire Captain                    | \$<br>78,075.08 |
| Fire Captain                    | \$<br>67,274.73 |
| Fire Captain                    | \$<br>64,335.97 |
| Fire Captain                    | \$<br>59,720.53 |
| Fire Captain                    | \$<br>58,837.96 |
| Fire Captain (3)                | \$<br>57,111.76 |
| Engineer                        | \$<br>52,099.76 |
| Engineer (2)                    | \$<br>50,571.24 |
| Engineer (2)                    | \$<br>49,823.89 |
| Engineer (4)                    | \$<br>49,087.57 |
| Firefighter (2)                 | \$<br>44,779.76 |
| Firefighter (3)                 | \$<br>44,117.99 |
| Firefighter (9)                 | \$<br>43,466.00 |
| Police Lieutenant               | \$<br>89,419.00 |
| Police Lieutenant               | \$<br>87,708.00 |
| Police Lieutenant               | \$<br>85,128.00 |
| Police Lieutenant               | \$<br>80,997.00 |
| Police Lieutenant               | \$<br>79,401.00 |
| Police Sergeant (4)             | \$<br>72,182.00 |
| Police Sergeant                 | \$<br>70,760.00 |
| Police Sergeant                 | \$<br>67,999.00 |
| Police Corporal                 | \$<br>64,327.00 |
| Police Corporal (2)             | \$<br>61,817.00 |
| Police Corporal                 | \$<br>61,205.00 |
| Police Corporal                 | \$<br>59,999.00 |
| Police Corporal                 | \$<br>59,405.00 |
| Police Officer                  | \$<br>54,545.00 |
| Police Officer                  | \$<br>54,005.00 |
| Police Officer (4)              | \$<br>53,470.00 |
| Police Officer (4)              | \$<br>52,941.00 |

| SECTION TWO:  | All ordinances or parts of ordinances in conflict are hereby repealed. |                                      |  |
|---|--|--------------------------------------|--|
| <b>SECTION THREE:</b> adoption, and approval for bu |  | ective immediately upon its passage, |  |
| Adopted this day of                                 | , 2025   |                                      |  |
| Approved this day of _                              | , 2025.  |                                      |  |
|   |  |                                      |  |
|   |  | Darrell McCoy, Mayor                 |  |
| ATTEST:   |  |                                      |  |
|   |  |                                      |  |
| Melissa Cogdal, City Clerk                          |  |                                      |  |