

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, November 19, 2024

6:45 p.m.

Council Chambers

CALL TO ORDER

MIKE MCHARGUE – BUILDING INSPECTOR

Re: Alleyway Vacation

PUBLIC COMMENTS

ADJOURNMENT

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday, November 19, 2024
Council Chambers
7:00 p.m.**

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

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ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

**APPROVAL OF PAYROLL AND CLAIMS
First Half – November 2024**

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

**HAZEL LYNOM – 58620 RIDGEVIEW EST.
Re: Homelessness**

LISA PECK – CITY MANAGER

Re: Approval & Execution of Deed Notice – WareCo Site

Re: OpenGov Software Renewal

\$18,604.69 year one, \$19,534.92 year two, and \$20,511.67 year three

MELISSA COGDAL – CITY CLERK

Re: Approval of Taxable Industrial Revenue Bonds

(Bill No. 24-026 to follow, for a first reading)

ANDY DORIAN – DIRECTOR, CENTRAL SERVICES

Re: Bid Approval -ProCare Tree Service \$18,000.00

(Resolution No. 2526-24 to follow, for approval)

Re: Central Park Renovation Engineering Agreement

Klinger & Associates - \$81,900.00

(Resolution No. 2528-24 to follow, for approval)

JACOB NACKE – POLICE CHIEF

Re: Approval of Roof Replacement Hannibal Police Department

Full-Service Roofing - \$227,870.00

(Resolution No. 2527-24 to follow, for approval)

MIKE MCHARGUE – BUILDING INSPECTOR

Re: Approval of Alleyway Vacation

(Bill No. 24-025 to follow, for a first reading)

TRISHA OCHELTREE – DIRECTOR OF TOURISM

Re: Approval Donation of Molly Brown Home Contents

ERIC GRAHAM – IT DIRECTOR
Re: Bid Approval – Copiers Lease
CDS Office Technologies - \$1,180.00 monthly
(Resolution No. 2529-24 to follow, for approval)

BILL NO. 24-024

**AN ORDINANCE REVISING CHAPTER 24, RAILROADS, BY
AMENDING CERTAIN SECTIONS AND REMOVING CERTAIN
SECTIONS WHICH ARE NO LONGER APPLICABLE TO THE CITY
OF HANNIBAL**

Second & Final Reading

BILL NO. 24-025

**AN ORDINANCE OF THE CITY OF HANNIBAL VACATING AN
UNDEVELOPED TRACT OF LAND KNOWN AS THE ALLEY
RUNNING NORTH AND SOUTH FROM MANNING STREET DOWN
TO THE ALLEY RUNNING EAST AND WEST BETWEEN HATCH
STREET AND VILEY STREET CITY OF HANNIBAL, MARION
COUNTY, MISSOURI**

First Reading

BILL NO. 24-026

AN ORDINANCE AUTHORIZING THE CITY OF HANNIBAL, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (GM CEREALS PROPERTIES, INC. PROJECT), SERIES 2024, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$56,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

First Reading

RESOLUTION NO. 2526-24

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN \$18,000 CONTRACT AGREEMENT BETWEEN THE CITY OF HANNIBAL AND PROCARE TREE SERVICE FOR THE REMOVAL OF 23 HAZORDOUS CITY RIGHT OF WAY TREES.

RESOLUTION NO. 2527-24

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$227,870 CONTRACT BETWEEN THE CITY OF HANNIBAL AND FULL-SERVICE ROOFING AND REMODELING FOR THE REPLACEMENT OF THE ROOF AT THE HANNIBAL POLICE DEPARTMENT.

RESOLUTION NO. 2528-24

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$81,900 ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND KLINGNER & ASSOCIATES FOR THE DESIGN AND BIDDING SERVICES FOR THE RENOVATIONS TO CENTRAL PARK

RESOLUTION NO. 2529-24

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A 5 YEAR LEASE AND MAINTENANCE SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND CDS OFFICE TECHNOLOGIES IN THE AMOUNT OF \$1,180.00.

CLOSED SESSION

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

ADJOURNMENT



CITY OF HANNIBAL

DEPARTMENT OF PUBLIC WORKS

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: DONNA KLINGLER, DPW MANAGEMENT ASSISTANT
SUBJECT: VACATING ALLEY
DATE: November 7, 2024

An application has been received from Matt Campbell. His request is to vacate the alley running north and south from Manning Street down to the alley running east and west between Hatch Street and Viley Street.

The Planning and Zoning Commission held their public hearing on June 20, 2024. The City Council will hold their public hearing Tuesday, November 19, 2024, at 6:45 P.M.





CITY OF HANNIBAL

DEPARTMENT OF PUBLIC WORKS

November 6, 2024, 2024

PUBLIC HEARING NOTICE

The public and abutting property owners are hereby notified that Hannibal City Council will hold a public hearing regarding a request to vacate the alley running north and south from Manning Street down to the alley running east and west between Hatch Street and Viley Street in Hannibal. All are invited to attend and comment on the proposed vacating on the following day and time:

Tuesday, November 19, 2024, at 6:45 p.m. at City Hall, 320 Broadway, in Council Chambers, 2nd floor.

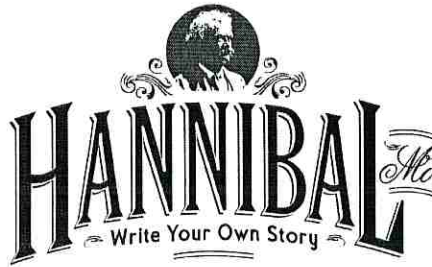
If you have any questions, comments, and or concerns regarding the proposed vacation, please contact the Building Inspector, at 573-221-0111 (Ext 222).

PUBLIC HEARING NOTICE

The public and abutting property owners are hereby notified that the Hannibal City Council will hold a public hearing regarding a request to vacate the alley running north and south from Manning Street down to the alley running east and west between Hatch Street and Viley Street. All are invited to attend and comment on the proposed vacating on the following day and time:

Tuesday, November 19, 2024, at 6:45 p.m. at City Hall, 320 Broadway, in Council Chambers, 2nd floor.

Office of the



City Clerk

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

Today's Date: 11-5-2024

Date you wish to be placed on Agenda: 11-15-24

Name: Harold Lynn

Address: 58620 Ridgewood Est.

Phone Number: 573-231-6743

Subject Matter: Homelessness

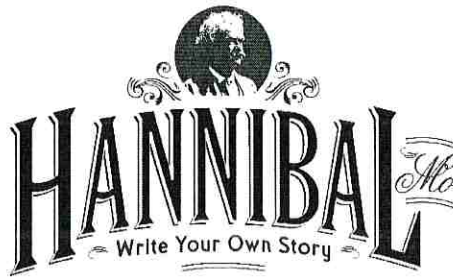
11-5-24
Date

Harold Lynn
Speaker's Signature

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

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

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



MEMORANDUM

To: Mayor and Council
From: Lisa Peck, City Manager
Re: WareCo site
Date: November 4, 2024

As one of the final steps to closing out the WareCo site with the Missouri Department of Natural Resources (DNR), the attached deed notice must be executed and recorded. The recording will prompt the issuance of No Further Remediation Letter from DNR. Please authorize the mayor to execute the attached document.

DECLARATION OF RESTRICTIVE COVENANT REGARDING PETROLEUM CONTAMINATION

This Restrictive Covenant is agreed to this ____ day of November, 2024, by the City of Hannibal, A Missouri Municipal Corporation, Grantor & Owner (hereinafter referred to as "Owner"). Owner is the owner in fee simple of certain real property commonly known and numbered as 317 Broadway Street, Hannibal, MO, and legally described as:

The following described tract of land lying in Marion County, Missouri to-wit: Lot Five (5) in Block Sixteen (16) and also all of that part of Lot Six (6) in said Block Sixteen (16) described to-wit: Beginning on the east line of Fourth Street at the North West corner of said Lot Six (6), thence South along the said east line of Fourth Street twenty-three (23) feet and ten (10) inches, thence east parallel with the north line of said Lot Six (6), One Hundred and forty two (142) feet to the west line of the public alley running north and south through said block sixteen, thence north along the said west line of said alley, twenty-three (23) feet and ten (10) inches to the Northeast corner of said Lot Six (6), thence west along the said north line of said Lot Six (6) and one hundred and forty-two (142) feet to the point of beginning, all situated and being in the City of Hannibal, Marion County, Missouri.

Also, all that part of Lot Number Six (6) in Block Number Sixteen (16) in the City of Hannibal, Missouri, described as follows: Beginning at a point on the East line of Fourth Street, 21 feet and 8 inches north from the southwest corner of said Lot 6; thence north along said east line of Fourth Street, 20 feet; thence east parallel with the south line of said Lot 6, 142 feet to the west line of the alley running thru said block; thence south along the west line of said alley, 20 feet; thence west parallel with the south line of said Lot 6, 142 feet to the point of beginning. Situated in the County of Marion and State of Missouri.

Whereas, a release or releases of petroleum from one or more underground storage tanks at the Property described above has been addressed under the oversight of the Missouri Department of Natural Resources (MDNR) pursuant to the provisions of Chapter 319 RSMo, and implementing regulations, and the *Missouri Risk-Based Corrective Action Process for Petroleum Storage Tanks*, October 17, 2013.; and

Whereas, a risk assessment for the Property has been completed and, upon completion of any necessary corrective action and proper recording of this Covenant, the MDNR has determined that no additional action is required to address such release, so long as the restrictions referenced below are complied with, and MDNR will provide written documentation of the same upon the proper recording of this Covenant; and

Whereas, after completion of corrective action, light non-aqueous phase liquid (LNAPL) may be present or intermittently present and contaminants of concern, which include, but may not be limited to benzene, will remain on the Property above levels that allow for the unrestricted use of the Property; and

Whereas, records related to the petroleum release and all resulting response actions are currently located in MDNR's offices in Jefferson City, Missouri, and may be obtained from MDNR through a request directed to MDNR's Custodian of Records, referencing the site identification number of *ST1389* or *R2984*;

NOW THEREFORE, the Owner hereby imposes restrictions on the Property and covenants and agrees that:

1. RESTRICTIONS APPLICABLE TO THE PROPERTY -- Owner shall assure that use, occupancy, and activity of and at the Property are restricted as follows:

Groundwater from the Property shall not be used for any purpose, except that groundwater samples may be collected for laboratory analysis, and groundwater may be collected and/or treated during excavation or construction activities.

2. NOTICE TO LESSEES AND OTHER HOLDERS OF INTEREST IN THE PROPERTY -- Owner, or any future holder of any interest in the Property, shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee or transferee to comply with this Restrictive Covenant. The failure to include such provision shall not affect the validity or applicability to the Property of this Restrictive Covenant.

3. PROPERTY CONVEYANCE – CONTINUANCE OF PROVISIONS -- Owner shall not convey any title, access, or other interest in the Property without reference to this Declaration of Restrictive Covenant.

4. DURATION OF RESTRICTIVE COVENANT(S) -- The restriction(s) and other requirements described in this Restrictive Covenant shall run with the land and shall be binding upon Owner and any future owners, heirs, successors, lessees, or assigns and their authorized agents, employees or persons acting under their direction or control.

5. AMENDING, MODIFYING, OR RESCINDING THE RESTRICTIVE COVENANT(S) -- This Restrictive Covenant shall not be amended, modified, or terminated except that the Owner may apply to MDNR or any successor agency to

amend, modify, or terminate the Restriction(s). If MDNR or its successor agency grants its approval, such approval shall be filed and recorded with the office of the recorder of the county in which the Property is situated.

The undersigned Owner or person executing this Restrictive Covenant on behalf of the Owner represent and certifies that they are truly authorized and has been fully empowered to execute and deliver this Restrictive Covenant.

CITY OF HANNIBAL, A Missouri Municipal Corporation:

By: _____ Date: _____
BARRY LOUDERMAN, MAYOR

Attest: _____
MELISSA COGDAL, City Clerk

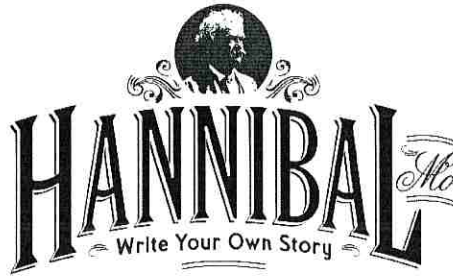
STATE OF MISSOURI)
)ss.
COUNTY OF MARION)

On this _____ day of November, 2024, before me personally appeared BARRY LOUDERMAN, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Mayor of the above referenced Municipal Corporation of the State of Missouri, and that the said instrument was signed and attested on behalf of said municipal corporation by authority and at the direction of its duly elected City Council, and said BARRY LOUDERMAN, Mayor acknowledged said instrument to be the free act and deed of said municipal corporation.

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

(SEAL) _____
Notary Public

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



MEMORANDUM

To: Mayor and Council
From: Lisa Peck, City Manager
Re: OpenGov Software renewal
Date: November 4, 2024

Attached is the renewal of the OpenGov Software used by the building inspector's office to track inspections and permits. This software has simplified the process over the last 4 and 1/2 years by allowing contractors and homeowners to apply online. Previously, the building inspector's office kept paper records.



660 3rd Street, Suite 100
San Francisco, CA 94107

October 28, 2024

Lisa Peck
City Manager
City of Hannibal, MO
320 Broadway
Hannibal, Missouri 63401

RE: Sole Source Developer of OpenGov Permitting & Licensing Software

Dear Lisa,

I wanted to take this opportunity to verify in writing that OpenGov, Inc. is the sole source developer of the applications in the OpenGov Permitting & Licensing software.

This software is solely licensed, designed, and developed by OpenGov, Inc. While OpenGov Permitting & Licensing software is available through authorized resellers, OpenGov, Inc. provides the license through the authorized reseller. Implementation Services refer to the training, consultation, and configuration of OpenGov Permitting & Licensing software and are performed by OpenGov, Inc. and its authorized implementation partners.

As we strive to assist your organization in increasing efficiency, accountability, and transparency, please feel free to contact me via email at amontana@opengov.com if further information is needed.

Sincerely,

Lexi Montana
Account Executive



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: OG-00MO3246
Created On: 10/28/2024
Order Form Expiration: 11/14/2024
Subscription Start Date: 11/15/2024
Subscription End Date: 11/14/2027

Prepared By: Audrey Helle
Email: renewals@opengov.com
Contract Term: 36 Months

Customer Information

Customer: City of Hannibal, MO
Bill To/Ship To: 320 Broadway
Hannibal, Missouri 63401
United States

Contact Name: Lisa Peck
Email: lpeck@hannibal-mo.gov

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Permitting & Licensing - 2 Service Areas <i>Esri ArcGIS, Flag Integration (Per System), MAT / Assessor System</i>	11/15/2024	11/14/2025	\$18,604.69
Permitting & Licensing - 2 Service Areas <i>Esri ArcGIS, Flag Integration (Per System), MAT / Assessor System</i>	11/15/2025	11/14/2026	\$19,534.92
Permitting & Licensing - 2 Service Areas <i>Esri ArcGIS, Flag Integration (Per System), MAT / Assessor System</i>	11/15/2026	11/14/2027	\$20,511.67

Annual Subscription Total: See Service Terms

Service Terms

Service Date:	Amount:
November 15, 2024	\$18,604.69
November 15, 2025	\$19,534.92
November 15, 2026	\$20,511.67

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Hannibal, MO

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

MEMORANDUM

**TO: MAYOR LOUDERMAN
CITY COUNCIL MEMBERS**

**FROM: MELISSA COGDAL
CITY CLERK**

DATE: NOVEMBER 8, 2024

SUBJECT: APPROVAL OF TAXABLE INDUSTRIAL REVENUE BONDS

Recently the City of Hannibal advertised for the sale of taxable industrial revenue bonds. The Bond proposals were opened by Melissa Cogdal, City Clerk in the Council chambers on November 12th, at 10:00 a.m. The only proposal for the purchase of the taxable industrial revenue bonds was GM Cereals, Inc in the amount of \$56,000.000.00.

Attached for approval by the Council are Ordinance # 24-026 and the following supporting documents:

- Exhibit A: Plan for an Industrial Development Project
- Exhibit B: Trust Indenture
- Exhibit C: Base Lease
- Exhibit D: Lease Agreement
- Exhibit E: Bond Purchase Agreement
- Exhibit F: Performance Agreement

Ordinance # 24-026 will be submitted for a first reading. Staff recommends the approval of the taxable Industrial Revenue Bonds to GM Cereals Properties Inc in the amount of \$56,000.000.00. And request authorization for the Mayor to sign and execute all agreements as well as any other actions in connection with the issuance of the bonds.



CITY OF HANNIBAL, MISSOURI
BID TABULATIONS


Project Number: REVENUEBOND2024
Bid Opening Date: NOVEMBER 12, 2025

Project Description: PURCHASE OF INDUSTRIAL REVENUE BONDS

Bid Opening Time: 10 :00 A.M.

Bidder	Bid Amount	Addendum No. 1 & 2
BH Properties, Inc.	56,000,000	

11/12/2024 10:00 AM
Date/Time


Melissa Cogdal, City Clerk

PROPOSAL FOR THE PURCHASE OF TAXABLE INDUSTRIAL REVENUE BONDS

November 5, 2024

Melissa Cogdal
City Clerk
City of Hannibal
320 Broadway
Hannibal, Missouri 63401

Re: \$56,000,000 City of Hannibal, Missouri, Taxable Industrial Revenue Bonds (GM Cereals Properties, Inc. Project), Series 2024

The undersigned will pay a purchase price equal to 100% of the principal amount of the Bonds plus accrued interest to the date of delivery.

Fixed interest rate on the Bonds: 5.00%

Submitted by:

GM Cereals Properties, Inc.

By: _____
Name: Rebecca J. Chao
Title: VP, Manufacturing and Engineering
Address: 1 General Mills Blvd.
Minneapolis MN 55426
Phone: 612-749-8862

BILL NO. 24-026

ORDINANCE NO.

FIRST READING: 11.19.2024

SECOND READING:

AN ORDINANCE AUTHORIZING THE CITY OF HANNIBAL, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (GM CEREALS PROPERTIES, INC. PROJECT), SERIES 2024, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$56,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

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

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

WHEREAS, a Plan for an Industrial Development Project (the "Plan") has been prepared in the form of **Exhibit A** attached hereto; and

WHEREAS, notice of the City's consideration of the Plan has been given in the manner required by the Act, and the City Council has fairly and duly considered all comments submitted to the City Council regarding the proposed Plan; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) approve the Plan pursuant to the Act; (2) issue its Taxable Industrial Revenue Bonds (GM Cereals Properties, Inc. Project), Series 2024, in the maximum principal amount of \$56,000,000 (the "Bonds"), for the purpose of acquiring a leasehold interest in the manufacturing facility located at 1 Red Devil Road in the City (the "Project Site," as more fully described in the below-defined Indenture), constructing an approximately 15,000 square foot addition to such facility (the "Project Improvements," as more fully described in the Indenture) and acquiring and installing certain personal property (the "Project Equipment," as more fully described in the Indenture, and, together with the Project Site and the Project Improvements, the "Project"); (3) lease the Project to GM Cereals Properties, Inc. (the "Company"); and (4) enter into a Performance Agreement with the Company, under which the Company will make certain payments in lieu of taxes to the City in consideration of the City issuing the Bonds; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the implementation of the Plan and the issuance of the Bonds that the City enter into certain documents and take certain other actions as herein provided;

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

Section 1. Approval of the Plan. The City Council hereby approves the Plan attached as **Exhibit A** hereto.

Section 2. Authorization for the Project. The City is hereby authorized to provide for the purchase and construction of the Project in the manner and as more particularly described in the Indenture and the Lease Agreement hereinafter authorized.

Section 3. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the Indenture and shall have such terms, provisions, covenants and agreements as are set forth in the Indenture.

Section 4. Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Lease Agreement. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named in the Indenture (the "Trustee") as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the "State") or any political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation.

Section 5. Authorization of Documents. The City is hereby authorized to enter into the following documents (collectively, the "City Documents"), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture (the "Indenture") between the City and the Trustee, in substantially the form attached hereto as **Exhibit B**, pursuant to which the Bonds will be issued and the City will pledge the Project and assign certain of the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Indenture.

(b) Base Lease between the Company and the City, in substantially the form attached hereto as **Exhibit C**, pursuant to which the Company will lease the Project to the City while the Project is under construction.

(c) Lease Agreement (the "Lease Agreement") between the City and the Company, in substantially the form attached hereto as **Exhibit D**, pursuant to which the City will lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

(d) Bond Purchase Agreement between the City and the Company, in substantially the form attached hereto as **Exhibit E**, pursuant to which the Company will purchase the Bonds.

(e) Performance Agreement between the City and the Company, in substantially the form attached hereto as **Exhibit F**, pursuant to which the Company will make certain payments in lieu of taxes.

Section 6. Execution of Documents. The Mayor or the City Manager is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor or the City Manager is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The City shall, and the Mayor, the City Manager or other officials, agents and employees of the City designated by the Mayor or the City Manager are hereby authorized to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including but not limited to agreements with emergency service districts. The Mayor and the City Manager are hereby authorized, through the term of the Lease Agreement, to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project by the Company) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease Agreement. The Mayor and the City Manager are further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to the Bonds, the Indenture, the Lease Agreement, the Base Lease or the Performance Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease Agreement or the tax exemption as provided for therein, waive an event of default or materially change the nature of the transaction. The City Clerk is authorized to attest to and affix the seal of the City to any document authorized by this Section.

Section 8. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage by the City Council.

[Remainder of Page Intentionally Left Blank]

ADOPTED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

CITY OF HANNIBAL, MISSOURI

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

APPROVED AS TO FORM:

James F. Lemon, City Attorney

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

(On file in the office of the City Clerk)

EXHIBIT B

TRUST INDENTURE

(On file in the office of the City Clerk)

EXHIBIT C

BASE LEASE

(On file in the office of the City Clerk)

EXHIBIT D
LEASE AGREEMENT

(On file in the office of the City Clerk)

EXHIBIT E
BOND PURCHASE AGREEMENT

(On file in the office of the City Clerk)

EXHIBIT F

PERFORMANCE AGREEMENT

(On file in the office of the City Clerk)

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



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

FROM: Andrew Dorian

DATE: 11/5/2024

RE: City Right of Way Tree Removal Bid

The City of Hannibal recently opened bids for the removal of 23 dead/hazardous right of way trees. The trees identified are located in City right of way and are a liability to the City.

We received 6 bids for this project. The initial low bidder elected to not proceed with the project so we moved to the second low bidder.

ProCare Tree Service submitted the low bid of \$18,000 for the project. In order to keep costs lower, the Street Department will assist the contractor by hauling off all the larger logs using our staff and equipment.

The City of Hannibal recommends accepting the low bid of \$18,000 from ProCare Tree Service for the removal of 23 dead/hazardous City right of way trees.

RESOLUTION NO. 2526-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN \$18,000
CONTRACT AGREEMENT BETWEEN THE CITY OF HANNIBAL AND
PROCARE TREE SERVICE FOR THE REMOVAL OF 23 HAZORDOUS CITY
RIGHT OF WAY TREES.**

WHEREAS, the City of Hannibal went out for bid for the removal of 23 dead/hazardous City right of way trees,

WHEREAS, bids were let, and received on October 3rd, 2024, and

WHEREAS, ProCare Tree Service submitted the low bid of \$18,000 and,

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

SECTION ONE: That the Mayor is hereby authorized to execute the attached \$18,000 contract agreement between the City of Hannibal and ProCare Tree Service for the removal of 23 dead/hazardous city right of way trees.

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

ADOPTED THIS 19th DAY OF NOVEMBER, 2024.

APPROVED THIS 19th DAY OF NOVEMBER, 2024.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

List of Trees Scheduled to be Removed

1. Two trees at Ann & Martin Street, 331 Ann Street
2. One tree at the Airport
3. One tree at 208 Cardiff Lane
4. Three trees at 303 North 6th
5. One tree at 300 North 6th
6. One tree at 511 Rock
7. One tree at 324 Virginia
8. Two trees at 238 Virginia
9. One tree at 528 N. Section
10. One tree at 527 N. Section on the Rock side
11. One tree at 521 Church
12. Four trees in the 2000 Block of Grace
13. Two trees at South Main and Adams
14. One tree at 208 South 10th
15. One tree at 315 S. 6th



CITY OF HANNIBAL, MISSOURI
BID TABULATIONS

Project Number: TREEREMOVAL

Project Description: REMOVAL OF 15 DANGEROUS TREES.

Bid Opening Date: 10/3/2024

Bid Opening Time: 11:00 A.M.

Bidder	Bid Amount	Addendum No. 1 & 2
Pro Care Tree Service (Jordan Brown)	18,000.00	
Countryside Tree Specialist (Jordan Zurewalt)	16,500.00	
Watkins Tree Service	23,000.00	
Josh Davis	18,500.00	

10-3-24 11:00am
Date/Time

Melissa Cogdal, City Clerk

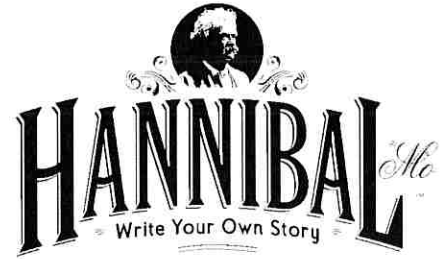
Rays Tree Service

21,425.00

CTC Disaster Response, Inc

28,790.00

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



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

FROM: Andrew Dorian

DATE: 11/12/2024

RE: Central Park Renovation Engineering Agreement

The Hannibal Parks Department and Park Board have selected Central Park renovations as the major capital project for this year.

The current bandstand (built approximately 100 years ago) has been closed for several months due to structural failures. In addition, the sidewalks and curbs are failing in numerous areas causing tripping hazards for the many users of the park. Lastly, the electrical pedestals throughout the park are over 25 years old and are failing and need to be replaced.

The proposed plan will include;

- **Keep and Renovate Current Bandstand:** This will involve preparation of plans and specifications to renovate the existing bandstand in its current design architecturally. The design will include structural repairs and electrical upgrades.
- **Replace Curbs and Sidewalks:** Curbs and sidewalks within and around the perimeter of the park will be removed and replaced.
- **Replace Electric Pedestals:** Electric pedestals exist within the park and are utilized as power points for events. The design will include replacement of these pedestals with new pedestals.
- The existing fountain within the park will remain and will not be renovated.

The design will include alternates for bidding as follows:

- Base Bid: Bandstand Renovation
- Alternate Bid #1: Curbs and Sidewalks
- Alternate Bid #2: New Electric Pedestals

RESOLUTION NO. 2528-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$81,900
ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF
HANNIBAL AND KLINGNER & ASSOCIATES FOR THE DESIGN AND
BIDDING SERVICES
FOR THE RENOVATIONS TO CENTRAL PARK**

WHEREAS, the current bandstand is closed down to structure failures and the rest of the park is in need of renovations, and

WHEREAS, the Parks Department has discussed this project for many years, and it has been included in past 5 Year Capital Plans, and

WHEREAS, Klingner & Associates submitted a detailed lump sum not to exceed engineering service agreement totaling \$81, 900.00 for the design and bidding portion of the project, and

WHEREAS, the Parks Department has budgeted money for this project in the upcoming FY 2024-2025 Budget, 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 \$81,900.00 for the design and bidding portion of the renovation project to Central Park.

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

ADOPTED THIS 19th DAY OF NOVEMBER 2024

APPROVED THIS 19th DAY OF NOVEMBER 2024

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

Klinger & Associates has submitted a \$81,900 engineering agreement for the design and bidding portions of this project. The attached contract breaks down in detail the design process and associated costs.

Those costs are;

FEE BY DISCIPLINE AND PHASE	
Discipline / Phase	Lump Sum
CIVIL/SITE ENGINEERING	\$19,200
ARCHITECTURAL DESIGN	\$17,000
STRUCTURAL ENGINEERING	\$21,500
ELECTRICAL ENGINEERING	\$18,000
PERMIT APPLICATION ASSISTANCE	\$1,200
BIDDING SERVICES	\$5,000
Combined Total:	\$81,900

The Parks Department recommends that the City Council authorize the Mayor to sign an engineering/architectural service agreement with Klingner & Associates for the lump sum not to exceed amount of \$81,900 for the design and bidding portion of the Central Park Renovation Project.

PROPOSAL FOR: Hannibal Parks and Recreation Department, 320 Broadway, Hannibal, MO. 63401

PROJECT: Central Park Redevelopment

DATE: November 8, 2024

I. PROJECT DESCRIPTION/UNDERSTANDING

The Hannibal Parks and Recreation Department (Client) has requested that Klingner & Associates, P.C. (Klingner) provide a proposal for final design and construction documents for redevelopment of historic Central Park located at 4th and Broadway in Hannibal. Klingner completed a master plan earlier this year and the City has chosen to proceed with the following:

- **Keep and Renovate Current Bandstand:** This will involve preparation of plans and specifications to renovate the existing bandstand in its current design architecturally. The design will include structural repairs and electrical upgrades.
- **Replace Curbs and Sidewalks:** Curbs and sidewalks within and around the perimeter of the park will be removed and replaced.
- **Replace Electric Pedestals:** Electric pedestals exist within the park and are utilized as power points for events. The design will include replacement of these pedestals with new pedestals.
- The existing fountain within the park will remain and will not be renovated.

The design will include alternates for bidding as follows:

- Base Bid: Bandstand Renovation
- Alternate Bid #1: Curbs and Sidewalks
- Alternate Bid #2: New Electric Pedestals

II. SITE ZONING

The site use and zoning will not change. There are no zoning services included in this scope.

III. Limits of Visual Observation

Klingner's evaluations will be limited to facility components and systems that are readily accessible and visible to the human eye. Facility components and systems hidden from view are excluded from this evaluation. Klingner's scope of work does not include removing any existing construction to observe hidden conditions. If during our evaluation we observe existing conditions that could be symptomatic of hidden issues, we will bring this to the attention of the Client with recommendations for further investigation. If further investigation requires the removal of existing construction to observe hidden conditions, the Client shall hire a contractor to perform the removal work under a separate contract. Klingner can provide assistance with further investigation and coordination with a contractor as part of additional services.

With existing facilities, hidden construction defects may not be readily apparent during our evaluation and could manifest later after design and construction has started. If such conditions do arise and are brought to our attention, Klingner will work with the Client to address these hidden construction defects as part of additional services.

IV. SCOPE OF SERVICES

Our Scope of Services is outlined below. One (1) design development meeting to review 30%

complete plans. One (1) round of reasonable modifications will be made based on Client comments following review of the 30% plans. One (1) meeting in construction documents phase to review 90% complete plans. One (1) round of reasonable modifications will be made based on Client comments following review of 90% complete plans.

1. SURVEYING:

A topographical survey of the project site was previously completed as part of the master planning process. This data will be utilized as a base plan for the design process.

2. CIVIL/SITE ENGINEERING:

A. Design Development

- Prepare Design Development plans (30% level of detail) and submit electronically (Adobe PDF) to the client for review. Provide one (1) set of revisions following client review.
- Identify Permit Requirements.
- Draft Specification Outline.
- 30% Review meeting with Owner.

B. Final Design and Construction Documents

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

- General site layout of sidewalks, pavements, curbs and utilities.
- Final site grading & drainage plan including contours at 1-foot intervals and applicable spot elevations.
- Storm Water Pollution Prevention Plan.
- Accessible parking stall provisions in accordance with the Americans with Disabilities Act (ADA). This will be on street parking in key locations around the park perimeter.
- Pavement marking layout.
- Site utility plan (to be within 5 feet of main building):
 - a. Storm Sewers.
- Grading and drainage plan will incorporate storm water pollution prevention plan requirements for the Land Disturbance permit.
- Concrete and/or Asphalt pavement design including jointing plan and details.
- Technical specifications for site work in CSI format in project manual.
- Off Site Utility Extensions: There are no off-site utility extensions anticipated or included in this scope of services.

3. STRUCTURAL ENGINEERING:

A. Design Development

- Perform site visit to further evaluate the bandstand superstructure and to perform sample exploratory investigation of at least (1) existing column to verify connection and deterioration.
- Prepare Design Development plans (30% level of detail) and submit electronically (Adobe PDF) to the client for review. Provide one (1) set of revisions following client review.
- Draft Specification Outline.
- 30% Review meeting with Owner.

B. Final Design and Construction Documents

Upon approval of the design development package, Klingner will prepare Structural construction documents. Final refinement of the bandstand repair design will take place during this phase. Construction documents will finalize the information provided in the approved design development documents, and serve as the building permit, bid, and construction set. Deliverables during this phase of work include:

- Final design and drawings of bandstand elevated concrete floor slab replacement.
- Final design and drawing of bandstand column base repairs and connection to slab/wall.
- Final design and drawings of bandstand guardrail repairs or replacement.
- Final design and drawings of bandstand basement door opening lintel replacements.
- Final design and drawings of bandstand tuckpointing in exposed portions of walls.
- Coordinate with Architect of Record.
- Finalize Structural Specifications.
- 90% Review meeting with Owner.
- RFI responses during bidding and construction.

4. ARCHITECTURAL DESIGN:

It is our understanding that the client is not intending to do any architectural work in the basement level of the bandshell which used to contain restrooms. We are excluding from our architectural scope of work any work related to the basement.

Design Development

The schematic design / design development phase includes the following deliverables during this phase of work include:

- a. Site visit to evaluate the architectural condition of the building and perform field measuring. Architect to provide field report of existing building conditions and any necessary repairs.
- b. Preparation of the Architectural design development plans showing repairs necessary for the architectural items including:
 - c. Floor plan
 - d. Reflected ceiling plan (to assist with lighting placement)
 - e. Exterior building elevations
 - f. Building section and one wall section
 - g. Accessibility code review

- h. Wood trim repair
- i. Pipe railing replacement
- j. Stucco repairs with color choices for exterior colors.
- k. Coordination with other disciplines.

C. Construction Documents

Upon approval of the design development package, Klingner will prepare architectural construction documents. In addition to the architectural drawings, specifications will be prepared in project manual format. The construction documents will finalize the information provided in the approved design development documents, and serve as the building permit, bid, and construction set.

5. ELECTRICAL ENGINEERING:

A. Schematic Design / Design Development

The schematic design / design development phase will consist of selecting the electrical systems that meet the owner's project requirements and developing MEP plans. This phase will include equipment selections and coordination of the building utilities with the site designer. Deliverables during this phase of work include:

- 1. Site evaluation of the existing electrical systems.
- 2. Preparation of the MEP design development plans

B. Construction Documents

Upon approval of the design development package, Klingner will prepare electrical construction documents. The construction documents will finalize the information provided in the approved design development documents, and serve as the building permit, bid, and construction set. Deliverables during this phase of work include:

- 1. Prepare electrical construction documents such as plans, elevations, details, and specifications as required for permit, bidding, and construction, including:
 - a. Electrical Power Plan
 - b. Electrical Lighting Plan
 - c. Electrical Site Plan
 - d. Electrical One Line Diagram
 - e. Electrical Panel Schedules
 - f. Lighting Fixture Schedule
 - g. Lighting Controls Schedule
- 2. Design review meetings with the Client.

6. ANTICIPATED PLAN SHEETS:

Plan sheets appropriate to convey the plan information will be prepared.

7. PERMIT APPLICATION ASSISTANCE:

Klingner will assist the Client with the following permit applications anticipated for this project:

- 1. Submittal to the City of Hannibal for site plan review.

**All permit fees to be paid by the Client or invoiced as reimbursable.*

8. BIDDING ASSISTANCE:

Klingner will assist with the following bidding services:

1. Attend one (1) pre-bid meeting at the project site.
2. Address questions during bidding and issue addendum.
3. Attend one (1) bid opening at the City of Hannibal.
4. Review bids and make recommendation for project award.

9. INFORMATION TO BE PROVIDED TO KLINGNER BY OTHERS:

- Client Input.
- Park Historic Documents and Plans.

10. 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.

11. 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 terms attached to the agreement These fees are generated in relation to the Scope of Services above.

FEE BY DISCIPLINE AND PHASE	
Discipline / Phase	Lump Sum
CIVIL/SITE ENGINEERING	\$19,200
ARCHITECTURAL DESIGN	\$17,000
STRUCTURAL ENGINEERING	\$21,500
ELECTRICAL ENGINEERING	\$18,000
PERMIT APPLICATION ASSISTANCE	\$1,200
BIDDING SERVICES	\$5,000
Combined Total:	\$81,900

12. SCHEDULE:

A mutually agreeable schedule will be coordinated with the Client.

13. REIMBURSABLE EXPENSES:

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

- Printing, plotting, photocopying and photo reprographics of exhibits for Client and public meeting use.
- Meetings other than those mentioned in the scope of services listed above.
- Other project specific expenses pre-authorized by the Client.

14. 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:

- Anything not specifically mentioned above
- Revisions or out of sequence work initiated by the Client after approvals
- Coordination for ADA lift design
- Historic District Permit Assistance
- Fountain Design
- Temporary Shoring Design for Bandstand
- Presentations at public meetings
- Site Lighting Design
- Construction Administration Services
- Construction Staking and/or Machine Control Grading File Preparation
- Construction Material Testing
- Construction on-site observation
- Environmental services
- Construction material testing services to comply with IBC Building Code Requirements during construction.
- Structural Special Inspections to comply with IBC Building Code Requirements during construction

15. APPROVAL

All services will be completed in accordance with the terms and conditions attached.

Mark C. Bross

11/8/2024

Mark C. Bross, PE
Hannibal Regional Office Manager
Klingner & Associates, P.C.

Date

Barry Louderman
Mayor
City of Hannibal, Missouri

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 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.



Hannibal Police Department

Jacob Nacke, Chief of Police

777 Broadway, P O Box 793
Hannibal, MO 63401

Chief's Office (573) 221-7111
Police Department (573) 221-0987
Department Fax (573) 221-3966
Confidential Fax (573) 406-1535
E-mail chief@hannibalpd.com

November 13th, 2024

To: Mayor Louderman, and City Council Members

Re: HPD Roof Replacement Bid Award

The Hannibal Police Department recently opened bids for the replacement of the roof at our police station.

We received one bid at \$227,870.00 being submitted by Full Service Roofing and Remodeling.

I request the council accept the low bid of \$227,870.00 from Full Service Roofing for the replacement of the roof at the Hannibal Police Department.

Respectfully,

A handwritten signature in black ink, appearing to be "J. Nacke".

Jacob Nacke
Chief of Police

"Evil is powerless if the good are unafraid." – President Ronald Reagan

RESOLUTION NO. 2527-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$227,870
CONTRACT BETWEEN THE CITY OF HANNIBAL AND FULL-SERVICE
ROOFING AND REMODELING FOR THE REPLACEMENT OF THE ROOF
AT THE HANNIBAL POLICE DEPARTMENT.**

WHEREAS, we recently opened bids for the roof replacement at the Hannibal Police Department, and

WHEREAS, Full-Service Roofing and Remodeling Inc. submitted the low bid of \$227,870.00 and

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

SECTION ONE: That the Mayor is hereby authorized to execute the attached contract between Full-Service Roofing and Remodeling Inc. and the City of Hannibal for the amount of \$227,870.00 for the roof replacement at the Hannibal Police Department.

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

ADOPTED THIS 19th DAY OF NOVEMBER 2024

APPROVED THIS 19th DAY OF NOVEMBER 2024

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

SECTION 00510
NOTICE OF AWARD

TO: Full Service Roofing & Remodeling, Inc.
822 Hampshire St.
Quincy, IL 62301
ATTN: John Schemerhorn, Owner/President

PROJECT Description: Hannibal Police Department Roof Improvements Project

The Owner has considered the Proposal submitted by you for the above-described WORK in response to its Advertisement for Bids dated September 28, 2024, and Information for Bidders.

You are hereby notified that your Proposal has been accepted for items in the amount of **Two Hundred Twenty Seven Thousand Eight Hundred Seventy and 00/100 Dollars (\$227,870.00).**

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Construction Contract Performance-Payment Bond, and certificates of insurance within **fifteen (15)** calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within **fifteen (15)** days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of November, 2019.

CITY OF HANNIBAL, MISSOURI
Owner

By _____
Barry Louderman

Title _____ Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

by Full Service Roofing & Remodeling, Inc.

this the _____ day of _____, 2024.

By _____ Title Owner/President

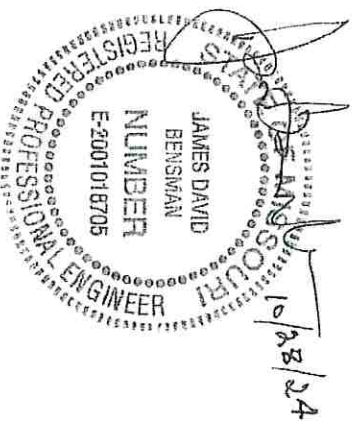
CITY OF HANNIBAL, MISSOURI
 POLICE DEPT. ROOF IMPROVEMENTS PROJECT
 BID DATE: OCTOBER 18, 2024 AT 10:00 A.M.
 MECO PROJECT NO. 208-135

ENGINEER'S ESTIMATE
 MECO ENGINEERING COMPANY, INC.
 3120 PALMYRA ROAD
 HANNIBAL, MO 63401
 PH: 573-221-4048

1
 FULL SERVICE ROOFING & REMODELING, INC.
 822 HAMPSHIRE ST.
 QUINCY, IL 62301
 PH: 217-316-5248

Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
BASE BID							
1.	REMOVAL OF EXISTING ROOF AND INSTALLATION OF NEW ROOF	1	LS	\$240,000.00	\$240,000.00	\$227,870.00	\$227,870.00
TOTAL BASE BID (ITEMS 1-11)					\$240,000.00		\$227,870.00

JDB: (10/28/2024)





CITY OF HANNIBAL, MISSOURI BID TABULATIONS

Project Number: HPDROOF


Project Description: HPD ROOF REPLACEMENT

Bid Opening Date: OCTOBER 18, 2024

Bid Opening Time: 10:00 A.M.

Bidder	Bid Amount	Addendum No. 1 & 2
Full Service Roofing	277,870.00	Voluntary Alternate Bid 219,500.00

10:15 PM
Date/Time


Melissa Cogdal, City Clerk

Any default on the Contract time shall constitute a default in the Contract and constitute grounds for the assessment of the liquidated damages against the bidder. All items in the proposal for the Contract are to be bid by the Contractor. If the Contractor does not complete the bid form for the Contract, the Proposal shall be considered incomplete and rejected by the OWNER.

CONTRACT – POLICE DEPARTMENT ROOF IMPROVEMENTS PROJECT

The bid item description is not intended to completely describe all work required under the Contract. The TOTAL BID PRICE for the Contract must include all work described in the plans and specifications or otherwise required to provide a complete and operable system, whether or not the following individual bid item descriptions fully describe the work. All costs must be included in the bid item.

The bid item shall include all labor, materials, equipment furnishings, erecting, installing, etc. necessary for the construction of the POLICE DEPARTMENT ROOF IMPROVEMENTS PROJECT.

The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross stipulated sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross stipulated sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

The undersigned further agrees that if the Owner decides to extend or shorten this improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the work as altered, increase or decrease at the contract unit prices.

BID SCHEDULE

Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the project for the following unit prices:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>BID PRICE</u>
1.	Removal of Existing Roofing and Installation of New Roofing	1	LS	\$ <u>227,870.00</u>

two hundred twenty seven thousand, eight hundred seventy dollar.
BID PRICE IN WORDS

Amounts are to be shown in both words and figures. In case of discrepancy, the amount in words shall govern.

No response will be given to prospective bidders in reply to oral questions if the question involves the equality or use of products or methods other than those designated or described in the drawings or specifications. Any verbal information given to Bidders other than by means of drawings or specifications, including addenda, as described below is informal, for convenience and it is not guaranteed.

PROPOSAL

002416/2

shall at the option of the Owner be retained by the Owner as liquidated damage for the delay and expense caused the Owner but otherwise it shall be returned to the undersigned in accordance with the provisions set forth within.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Dated at eighteenth, this day of October, 2024.

Signature: [Signature]

If an Individual: _____

doing business as _____

If a Partnership: _____

By: _____, member of firm.

If a Corporation: Full Service Roofing + Remodeling, Inc.

By: John Scherhorn Title: Owner/President

ATTEST: [Signature] Phone: 217-316-5248
Secretary

(CORPORATE SEAL)



Business Address of Bidder: 822 Hampshire St.
Quincy, IL 62301

If Bidder is a corporation, supply the following information:

State in which incorporated: Illinois

Name and Address of: 822 Hampshire St. Quincy, IL 62301

President: Jonathan Scherhorn

Secretary: Kevin Phillips

PROPOSAL

002416/4

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, FULL SERVICE ROOFING AND REMODELING INC 822 HAMPSHIRE ST QUINCY, IL 62301-3042 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto HANNIBAL POLICE DEPARTMENT 777 BROADWAY, HANNIBAL MO 63401-4305 as Obligee, hereinafter called the Obligee, in the penal sum of Five percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for REPLACING ROOF

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 18TH day of OCTOBER, 2024.



Witness

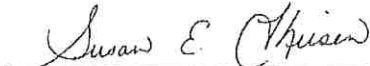
FULL SERVICE ROOFING AND REMODELING INC
Principal

By 



Auto-Owners Insurance Company

Surety



Susan E. Theisen

Witness

By 

Niki Conway

Attorney-in-Fact

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

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD160527

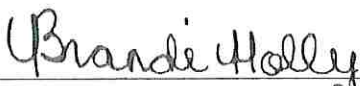
KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"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 Niki Conway

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 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



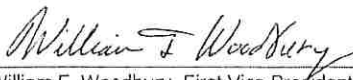
Notary Public

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 October, 2024.





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



Bond Number BD160527

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 18TH day of OCTOBER, 2024, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.




Jeffrey P. Many

Notary Public in the State of Michigan
County of Ingham

JEFFREY P MANY
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY INGHAM
My Commission Expires Jan 26, 2029
Acting in the County of _____

Voluntary Alternate Bid Hannibal Roof Replacement

Optimized Tapered ISO layout

\$219,500.00

Two hundred nineteen thousand, five hundred dollars.



10/18/24

Full Service Roofing & Remodeling, Inc.

Memorandum

To: Donna Klingler, DPW Management Assistant **Of:** Hannibal DPW
Copy to: Lisa Peck, City Manager
From: Mark C. Bross, PE
RE: Vacation of Alley from Manning St. South to alley running between Viley and Hatch Street
Project Name: Alley Vacation
Project No: 18-1005
Date: May 1, 2024

Dear Donna:

We have reviewed the petition for alley vacation from the City of Hannibal for the alley running north and south from Manning Street down to the alley running east and west between Hatch Street and Viley Street in Hannibal. The purpose of the request is to vacate an undeveloped alley to allow for larger lots on both sides. Section 19-23 of the Hannibal City Code indicates that is the right of the City Council by ordinance to vacate any streets or alleys.

We have reviewed the location maps and correspondence from the DPW regarding this matter. The alley is not currently constructed and is not required to provide access to any of the adjacent lots. If there are utilities or drainage structures within the platted street, the DPW may want to retain easements for those.

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

Very truly yours,

Mark Bross

Mark C. Bross, PE

**PETITION FOR STREET VACATION
IN THE CITY OF HANNIBAL**

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

Date: 4-30-2024
Circulated By: Matthew Campbell
Address: 11068 Old 79
Hannibal, MO 63401

Dear Mayor and Council Members:

Telephone: 573-795-6868

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

commonly known as: Hatch & Viley Alley South of Manning to Bellevue Alley
(Insert closest cross streets and reference the street name, i.e. Center Street from 11th to Grand)

(I) (We) propose to use this property for the purpose of: (Reason for Vacating)

increased residential lot size

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

Instructions:

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

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

Lisa K Ball

signature

Lisa K Ball 573-248-5503
print name phone

8954 C.R. 422, Hannibal
address

20.011.07.36.4.06.002.000
parcel number

Kristin Smith

signature

Kristin Smith 573-822-2536
print name phone

1409 Viley Street, Hannibal
address

20.011.07.36.4.06.001.000
parcel number

Sarah Campbell

signature

Sarah Campbell 573 795 4987
print name phone

11068 Old 79
address

011.07.36.4.06.002.010
parcel number

Carl W Ball

signature

Carl W Ball
print name phone

8954 CR 422 Hannibal mo
address

20.011.07.36.4.06.002.000
parcel number

signature

print name phone

address

parcel number

Matthew Campbell

signature

Matthew Campbell 573 795-6860
print name phone

11068 Old 79
address

011.07.36.4.06.002.010
parcel number

STAFF USE ONLY

Submittal Date: _____

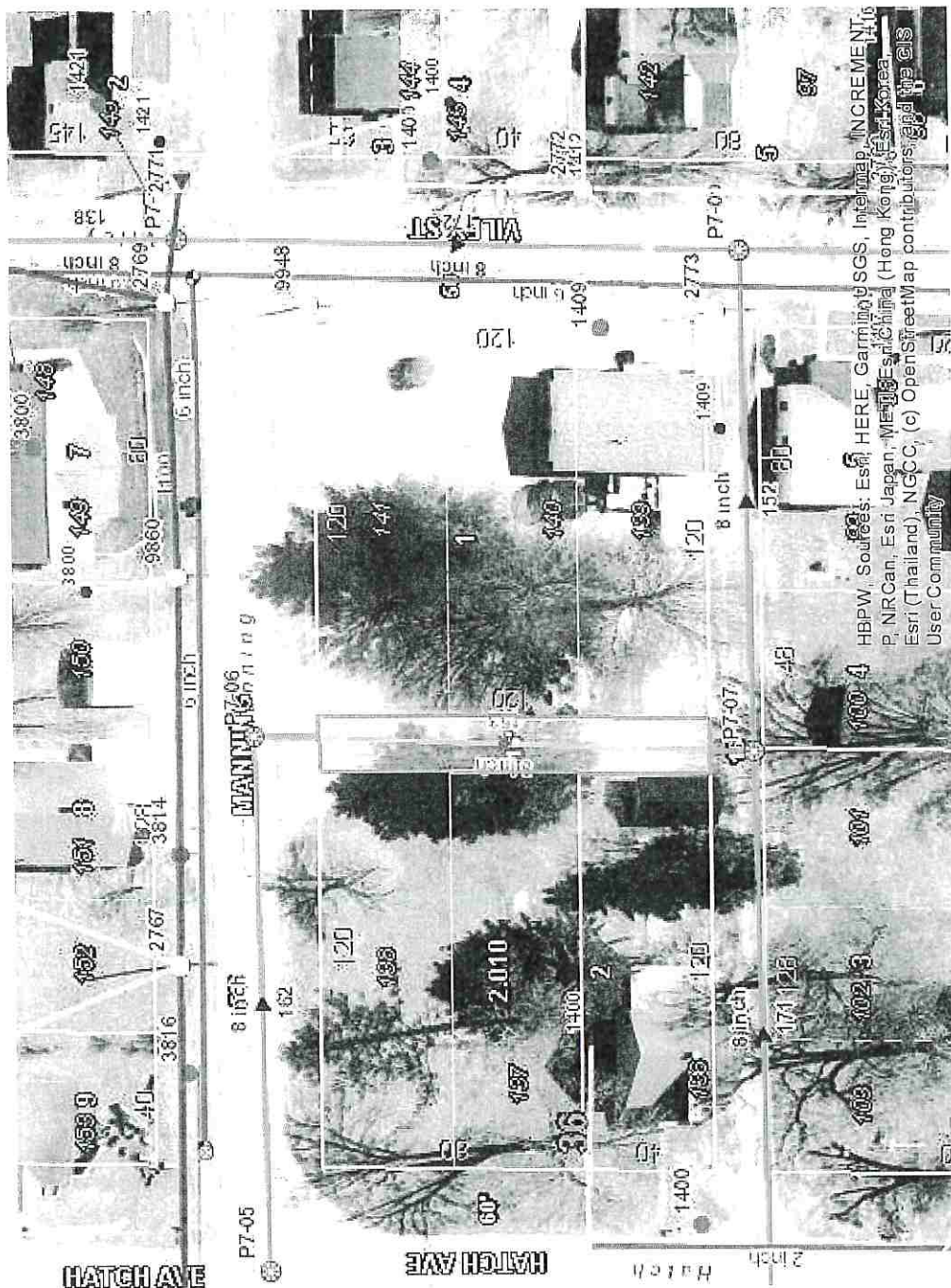
Abandonment File # _____

Planning and Zoning Commission Meeting: _____

Council First Reading: _____

Council Second/Final Reading: _____

Ordinance Number: _____



ma

HPBW, Sources: Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS User Community
 P. NRCan, Esri Japan, Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

BILL NO. 24-025

ORDINANCE NO.

FIRST READING 11.19.2024

SECOND READING

AN ORDINANCE OF THE CITY OF HANNIBAL VACATING AN UNDEVELOPED TRACT OF LAND KNOWN AS THE ALLEY RUNNING NORTH AND SOUTH FROM MANNING STREET DOWN TO THE ALLEY RUNNING EAST AND WEST BETWEEN HATCH STREET AND VILEY STREET CITY OF HANNIBAL, MARION COUNTY, MISSOURI

WHEREAS, a portion of the alley was previously dedicated to the public use for street purposes, and such tracts was accepted for such purpose by the City of Hannibal, at the time of platting Block 10 of Strawberry Hill Subdivision to the City of Hannibal, and

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

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

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

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

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

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

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

SECTION ONE: The Council hereby vacates and abandons a tract of land beginning at all that part of the North-South alley lying in Block 10 and between Lots 136 to 138 on the West side and Lots 139 to 141 and between the East-West alley on the South and Manning Street on the North, all in the City of Hannibal, Marion County, Missouri.

SECTION TWO: Notwithstanding the provisions of Section One, the City specifically reserves a right of way and easement for all utility purposes running within the confines of the said abandoned property, stating that no person shall place any structure, sign or any other

improvement, permanent or temporary within the confines of said area without the express written consent of the City.

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

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

Adopted this ____ day of _____ 2024.

Approved this ____ day of _____ 2024.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk



MEMORANDUM

TO: Mayor Barry Louderman and Members of City Council
CC: Lisa Peck, City Manager
FROM: Trisha O'Cheltree, Tourism Director
DATE: November 19, 2024
REGARDS: Mayor's Signature for Donation of MBH contents

Mayor's Signature for donation of Molly Brown Home Contents

An agreement was drafted and signed by Vicki and Terrill Dempsey to donate all the furniture and contents of the Molly Brown Home to the HCVB in exchange for an appraisal and tax write off. They have been provided the appraisal paperwork with the value and will receive a copy of the legal agreement once it is signed by the Mayor. I am now requesting the approval for the Mayor to sign.

AGREEMENT FOR GIFT OF PROPERTY

This Agreement (the "*Agreement*") dated this 13 ^{November} day of ~~October~~, 2024 (the "*Effective Date*") by and between D. TERRELL DEMPSEY AND VICKI DEMPSEY, Husband and Wife, ("*Donor*"), and the City of Hannibal, a political subdivision of the State of Missouri ("*Donee*").

WITNESSETH:

WHEREAS, the Donor previously donated a tract of ground, including a house known as "The Molly Brown Home", which was the childhood home of Margaret (Tobin) Brown, to the City of Hannibal, and allowed the City to display various antiques and items related to Margaret (Tobin) Brown as shown on the attached "Molly Brown House Antiques Appraisal", hereinafter ("*the property*") which are owned by Donor.

AND WHEREAS, the Donor wishes to allow the public to view all of the items to honor the memory of Margaret Tobin Brown, and believe that transferring ownership of the antiques and other items to the Donee is the best way to ensure that the public will continue to have access to see those items;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable considerations, it is mutually agreed between Donor and Donee as follows:

1. Conveyance Agreement. In accordance with and subject to the terms and conditions of this Agreement, on Effective Date, Donor agrees to donate the property to Donee.
2. Acceptance. In accordance with and subject to the terms and conditions of this Agreement, (the "*Gift Date*"), the Donee agrees to accept from Donor the Property and use the Property exclusively for public purposes as referenced in Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "*Code*").
3. Expenses. Except as expressly provided in this Agreement, Donor and the Donee shall pay their own respective costs and expenses, including attorneys' fees, incidental to this Agreement and the transactions contemplated hereby.
4. Possession. Donor shall formally surrender possession of the property to the Donee on the Gift Date.
5. Signage. There will be permanent signage installed outside and inside the house acknowledging the house and contents were donated to the city by "Vicki and Terrell Dempsey and Family". The exterior sign will be approximately 24 inch by 30 inch to be placed prominently and permanently by the entrance and a smaller sign saying the same shall be displayed in the house.
6. Bill of Sale. Donor and Donee agree that this agreement shall constitute a bill of sale of gift, that the Donors are hereby releasing any further claim to any of the property,

and that upon execution of the agreement by both parties that the property shall from that point forward be the sole property of Donee.

7. Donee Representations. The Donee makes the following representations and warranties, which representations and warranties are true and correct on the date hereof and will be true and correct on the date of Closing, and which representations and warranties shall survive Closing.

(a) The Donee is political subdivision of the City of Hannibal, Missouri, duly organized, validly existing and in good standing under the laws of the State of Missouri.

(b) The Donee is a Municipal Corporation of the State of Missouri, being a political Subdivision of the State of Missouri, as referenced in Section 170(c)(1) of the Code.

(c) The Donee has all necessary power and authority to own, use and transfer its properties and to transact the business in which it is engaged, and has full power and authority to enter into this Agreement, to execute and deliver the documents required of the Donee herein, and to perform its obligations hereunder.

(d) The Donee is duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

8. Donor Representations. The Donor makes the following representations and warranties, which representations and warranties are true and correct on the date hereof and will be true and correct on the date of Closing, and which representations and warranties shall survive Closing.

(a) Donors are citizens of the United States of America, State of Illinois, of legal age residing in Adams County Illinois.

(b) Donors are the owners of all of the property, and are entitled to dispose of it without permission from any third party or entity.

9. Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective heirs, administrators, executors, personal representatives, successors and assigns.

10. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Missouri.


11. Entire Agreement. This Agreement constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

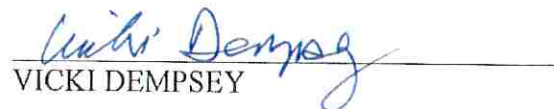
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original. The parties may sign this Agreement by delivery of a facsimile copy by e-mail or other electronic delivery, and any such facsimile copy shall be deemed to be an original, and no objection shall be made to the introduction into evidence of any facsimile copy on grounds related to the facsimile copy not being an original.

13. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DONOR


D. TERRELL DEMPSEY

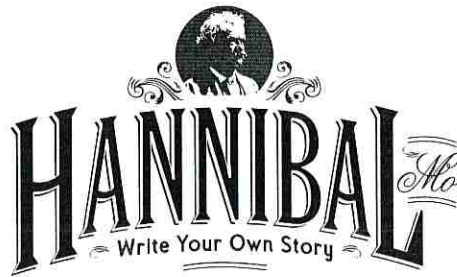

VICKI DEMPSEY

DONEE

CITY OF HANNIBAL

By _____
BARRY LOUDERMAN, Mayor

Attest _____
MELISSA COGDAL, City Clerk



MEMORANDUM

TO: Mayor and Members of the City Council
FROM: Eric Graham, IT Systems Administrator
DATE: November 19, 2024
SUBJECT: Replacement of Copiers

After touring the different departments and asking questions related to departmental needs, I have determined that there are several printer/copiers in the City of Hannibal that need to be replaced. Several of the printers are outdated, some are non-functioning and there are currently 3 separate companies with maintenance contracts for various copiers.

I am proposing that the city replace the following 7 copiers at this time:

3 for the Hannibal Police Department

2 for City Hall

1 for the Fire Administration Building

1 for the Visitors Center

On Friday November 1st, 2024 the City of Hannibal went out for sealed bids for the lease of 7 new copiers to include maintenance contract.

The Following bids were received:

Company	Monthly Cost	Images Overage	Met Bid Specs
GFI	\$1,277.68	.005 (B&W) / .05 (Color)	Y
CDS Office Technology	\$1,180.00	.004 (B&W) / .035 (Color)	Y
Golden Ruler (Richo)	\$1,237.95	.005 (B&W) / .05 (Color)	Y
Golden Ruler (Toshiba)	\$1,452.55	.005 (B&W) / .05 (Color)	

I am requesting that the City Council approves the City entering into a 60 month lease for 7 copiers and maintenance contract with CDS for a monthly cost of \$1,180.00.

RESOLUTION NO. 2529-24

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A 5 YEAR LEASE AND
MAINTENANCE SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL
AND CDS OFFICE TECHNOLOGIES IN THE AMOUNT OF \$1,180.00.**

WHEREAS, the City of Hannibal has the need for seven color printers to be used at the Hannibal Police Department, City Hall, Fire Administration Building, and Hannibal Visitors Center, and

WHEREAS, bids were let, and received on November 1, 2024, and

WHEREAS, CDS Office Technologies was the low bidder and,

WHEREAS, CDS Office Technologies has agreed to lease seven color copiers with full maintenance service agreements for the full 60 months to the City of Hannibal for \$1,180.00, and

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL MISSOURI

SECTION ONE: That the Mayor is hereby authorized to execute the attached lease and maintenance service agreement between the City of Hannibal and CDS Office Technologies for the purpose of providing color copiers to the appropriate departments.

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

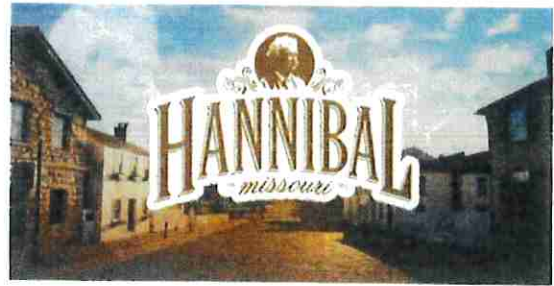
ADOPTED THIS 19th DAY OF NOVEMBER 2024.

APPROVED THIS 19th DAY OF NOVEMBER 2024.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk



Konica Minolta Fleet

This proposal contains all details relevant to a new copier fleet solution as requested by City of Hannibal.

Prepared for:

City of Hannibal
Proposal Date: 11/7/2024
Expires: 2/28/2025

Created by:

Lisa Garner
lgarner@cdsot.com
Regional Account Manager
CDS Office Technologies



309/255-1632

lgarner@cdsot.com

www.cdsot.com

11/7/2024

CDS Office Technologies sincerely appreciates the opportunity to present our services as a solution for your business. CDS has been providing business technology solutions to numerous firms throughout the country since 1971 and certainly values a long-term business partnership with businesses and organizations through our many technology solutions offerings.

Our Mission

CDS Office Technologies is committed to total customer satisfaction. We deliver best-of-breed technology solutions designed to assist our clients in building, expanding, and optimizing their copy/print environment. Our goal is to provide these solutions in the most cost-effective manner possible, while providing the highest quality products in the industry. All proposed solutions and services provided will be performed in a workmanlike manner that exemplifies professional diligence and skills necessitated per industry best practices.

Our Goal

We measure customer satisfaction by meeting and exceeding your expectations. Our goal is to become your Technology Solutions Provider.

We look forward to working with your organization to enhance your print environment and are committed to providing you with affordable and technologically advanced solutions. Our support team and systems engineers provide you with all your technology needs and we hope to establish a business relationship for years to come.

Thank you for the opportunity to present this quotation.

Sincerely,
Lisa Garner
Regional Account Manager

NEW Konica Minolta bizhub C361i

36 PPM - HIGH RESOLUTION COLOR COPIER Print/Scan

The i-Series houses a powerful engine, a quad-core central processing unit with standard 8 GB of memory and 256 GB SSD, which allows for quick-response, high-performance operations. With an additional combination of full-speed media printing range, high-speed single pass dual scan doc feeder as well as finishing options, and digital skew correction expertly blends reliable functionality with versatile serviceability.



Features:

- 300 Sheet Single Pass Document Feeder
- Automatic Duplexing
- Network Color Scanning 140 ipm
- Encrypted PDF
- Network Printing PCL/Postscript
- Secure Print
- Fax Capabilities (on 2 machines)
- Inner Stapler with Collating
- (2) 500 Sheet Paper Drawers and Copy Desk
- 256GB Solid State Drive, 8GB Memory
- Network Print and Scan to Desktop
- Delivery, Installation and Training Included

Lease Price

KONICA MINOLTA SOLUTION	60 MONTH LEASE
(2) Konica Minolta bizhub C361i with fax (5) Konica Minolta bizhub C361i without fax	\$595 per month

Maintenance Agreement

Copier Service & Supplies Agreement

This All-Inclusive Agreement Covers All Parts, Labor, And Supplies Except Paper And Staples.

Guaranteed 2-hour average response time, 4-hour on-site guarantee

SOLUTION	MONTHLY SERVICE	INCLUDED COPIES	MONO OVERAGE	COLOR OVERAGE
Konica Minolta biz C361i's	\$585.00	50,000 mono and 11,000 color	.004	.035



CDS understands that even the most advanced technology solutions in the world are of little value without ongoing support. That's why we are dedicated to delivering world-class service management – from the beginning.

Every CDS solution is backed by our Performance Guarantee that helps our clients escape the worry, inconvenience, and lost time associated with managing technology. CDS offers industry-defining service and support for every facet of our office equipment solution.

Managed Print Services

Every business needs to print documents subsequently nearly every business pays too much to print their documents. Taking a carefree approach to buying inkjet and laser printers, copiers, and toner is a recipe for inefficiency, poor customer service, and paying more than you should.

CDS helps our customers alleviate these challenges through the development of best practices that control print costs and streamline print-related processes across the entire organization.

CDS Managed Support Team

cdsot.com/helpdesk

855.215.7663

helpdesk@cdsot.com

Ready To Move Forward?

If you're ready to move forward with any of our above options, simply sign below.

Signed: _____

Date: _____

Printed: _____

