

City of Hannibal

OFFICIAL COUNCIL AGENDA

**Tuesday, December 16, 2025
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:

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.*

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

Regularly Scheduled Council Meeting – December 2, 2025

APPROVAL OF PAYROLL AND CLAIMS

First Half – December 2025

PUBLIC COMMENTS

5 Minutes/ Sign Up Required

AMANDA SCHULT – WILLIAMS KEEPERS
Re: FY2025 City of Hannibal Audit Presentation

DARRELL MCCOY – MAYOR
Re: Approval of Re-Appointment

Hannibal Municipal Assistance Corporation

Jon Obermann – appointment for a term to expire June 2028

Re: Swearing In of New Hannibal Police Department Officers
Officer Deacon Stewart
Officer Michael Bean

ANDY DORIAN – CITY MANAGER
Re: Amending Chapter 7 – Amending 7-26 and Adding 7-27
(Bill No. 25-080 to follow, for first reading)

Re: Approval of Development Agreement – Tax Exemption
(Resolution No. 2579-25 to follow, for approval)

Re: Approval of Purchase – 2025 Case TL Mini Track Loader
Luby Equipment - \$38,300

Re: Engineering Service Agreement- St. Elizabeths Hospital
Klinger & Associates - \$104,500
(Resolution No. 2581-25 to follow, for approval)

RYAN NEISEN – CHIEF OF FIRE
Re: Approval of Surplus Property

JACOB NACKE – CHIEF OF POLICE
Re: Purchase Approval – TYR Tactical
Tactical Level II Ballistic Shields & Dolly System - \$14,410.60
(Blue Shield Grant Purchase)

Re: Approval of Service Agreement – NECOMM- Central Square RMS
(Resolution No. 2580-25 to follow, for approval)

Re: Approval of Purchase – Computer Voice Stress Analyzer
NITV Federal Service - \$8,995.00
(Blue Shield Grant Purchase)

TRISHA O'CHELTREE – DIRECTOR OF TOURISM
Re: 2025 Co-op Project Summary Report Authorization
(Resolution No. 2582-25 to follow, for approval)

BILL NO. 25-078

**AN ORDINANCE ADOPTING AND IMPOSING AN
ADDITIONAL, CITY SALES TAX OF ONE HALF (1/2)
PERCENT FOR THE SOLE PURPOSE OF IMPROVING THE
PUBLIC SAFETY OF THE CITY**

Second & Final Reading

BILL NO. 25-079

**AN ORDINANCE OF THE CITY OF HANNIBAL AMENDING THE
FISCAL YEAR 2025/2026 PAYROLL ORDINANCE (NO. 1)
RELATIVE TO THE ADDITION OF ONE POLICE OFFICER
SALARY**

Second & Final Reading

BILL NO. 25-065

**AN ORDINANCE ACCEPTING THE DEDICATION OF STREETS IN
TIMBER VIEW TERRACE SUBDIVISION, AND AUTHORIZING
THE MAYOR TO SIGN THE DEDICATION OF STREETS TO
PUBLIC USE**

Second & Final Reading

BILL NO. 25-080

**AN ORDINANCE REVISING CHAPTER 7 – BUILDINGS AND
BUILDING REGULATIONS, ARTICLE II. - TECHNICAL CODES
AND STANDARDS
DIVISION 1. – GENERALLY, BY AMENDING SECTION 7-26 AND
FURTHER BY CREATING A NEW SECTION 7-27.**

First Reading

RESOLUTION NO. 2579-25

**A RESOLUTION GRANTING AN EXEMPTION FROM ASSESSMENT
AND PAYMENT OF AD VALOREM REAL PROPERTY TAXES ON
IMPROVEMENTS TO CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY'S ENHANCED ENTERPRISE ZONE; AND
APPROVING A DEVELOPMENT AGREEMENT IN CONNECTION
THEREWITH, ALL PURSUANT TO THE ENHANCED ENTERPRISE
ZONE ACT.**

RESOLUTION NO. 2580-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE AND DATA ACCESS AGREEMENT BETWEEN THE CITY OF HANNIBAL AND NECOMM FOR A FIVE YEAR CONTRACT FOR ACCESS, SUPPORT, AND IMPLEMENTATION OF A RECORDS MANAGMENT SYSTEM.

RESOLUTION NO. 2581-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$104,500 ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND KLINGNER & ASSOCIATES FOR THE DESIGN AND BIDDING PORTION OF THE DEMOLITION OF THE FORMER ST. ELIZABETH HOSPITAL

RESOLUTION NO. 2582-25

A RESOLUTION FOR THE MAYOR OF THE CITY OF HANNIBAL TO SIGN THE FY25 CO-OP PROJECT SUMMARY REPORT DUE TO THE MISSOURI DIVISION OF TOURISM FOR THE GRANT AWARDED

CLOSED SESSION

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

ADJOURNMENT

Dec 16 Council Meeting- Audit presentation

From Bianca Quinn <BQuinn@hannibal-mo.gov>
Date Fri 11/21/2025 10:05 AM
To Melissa Cogdal <MCogdal@hannibal-mo.gov>

Williams Keepers has requested to present the audit at the second December Council Meeting on Dec 16. Can you please add them to the agenda? The presentation will be given by Amanda Schultz, CPA and Kristen Brown, CPA.

Thank you!!

Bianca Quinn

Finance Director

City of Hannibal, MO

573-221-0111 x206

bquinn@hannibal-mo.gov



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

December 8, 2025

To: Mayor McCoy and City Clerk Melissa Cogdal
CC: City Manager, Andy Dorian
From: Chief Jacob Nacke

Subject: New Officers Swearing In

Please add me to the December 16th council agenda for the swearing in of the following new Police Officers:

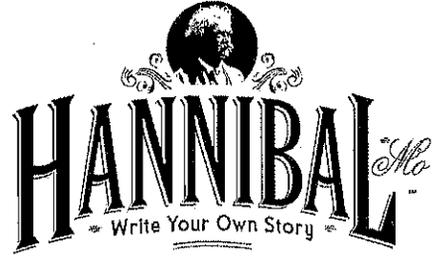
- Officer Deacon Stewart
- Officer Michael Bean

Thank You,

A handwritten signature in black ink, appearing to read "Jacob Nacke".

Jacob Nacke
Chief of Police

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



TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 12/9/2025

RE: Ordinance Amending Chapter 7, amending 7-26 and adding 7-27

City Staff have been working with the City Engineer over the last year to revise and update the fees for building permits and inspections.

The City is proposing a model that will be based on the Building Valuation Data Value from the most recently published edition of the International Code Council. This system is used by many cities across the country and bases permits fees on a modern and standardized process.

These values will then be applied to following multipliers;

- For new residential construction, extensions, and additions, .003
- For commercial and industrial construction, extensions, and additions, .005
- For residential renovation, remodeling and repair, .003
- For commercial and industrial renovation, remodeling and repair, .003

This new process will allow engineers and contractors a better understanding of what their permit fees will be prior to construction.

In addition, City Staff has also been working with the City Engineer on adding a new section 7-27 which will clarify when a Code Review is required.

The new code will state:

Sec. 7-27. Building Code Reviews

(a) Applicability

- (1) Not required for residential construction or renovation.
- (2) Required for all new commercial and industrial construction

- (3) Required for all commercial and industrial renovations where the occupancy hazard classification changes use of the building changes.
- (4) Required for all commercial and industrial renovations over 12,000 square feet where the ownership of the building changes.

(b) Responsibility

The owner of the construction will be responsible for providing and paying for the building code review. The building code review shall be conducted by a licensed architect in the State of Missouri and be submitted to the Building Inspector for review and approval prior to the initiation of construction.

BILL NO. 25-080

ORDINANCE NO. 5017

FIRST READING 12.16.2025

SECOND READING 01.06.2026

AN ORDINANCE REVISING CHAPTER 7 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE II. - TECHNICAL CODES AND STANDARDS DIVISION 1. – GENERALLY, BY AMENDING SECTION 7-26 AND FURTHER BY CREATING A NEW SECTION 7-27

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

Section 1. Chapter 7 – Buildings and Building Regulations, Article II. - Technical Codes and Standards, Division 1. – Generally, Section 7-26 has not been recently updated as a whole, and as a result various fees and charges do not reflect the reasonable costs of processing and review due to inflation and other regular pressure upon the cost of such actions;

AND WHEREAS, further the current ordinances in said Chapter 7 – Buildings and Building Regulations, Article II. - Technical Codes and Standards, Division 1. – Generally, do not make clear nor adequately explain the process of when the City requires code review for construction and in order to promote transparency and to aid builders, the City Council determined that it is appropriate to create a new Section 7-27 setting out such rules;

NOW THEREFORE, the City Council hereby revises Chapter 7 – Buildings and Building Regulations, Article II. - Technical Codes and Standards, Division 1. – Generally, by amending Section 7-26 and creating a new Section 7-27, of the Ordinances of the City of Hannibal as follows:

Section 1 That Section Sec. 7-26 is revoked and a new section Sec. 7-26 is created as follows:

Sec. 7-26. Fees for permits and inspections.

- (a) Building permits ensure that building construction and materials conform to the provisions of the International Building Code as adopted per Section 7-25. The purpose of the IBC is to protect public health, safety and welfare by requiring safe construction.
 - (1) Building permits are applicable to any new construction, addition, extension, or renovation of a structure.

- (2) For renovations, building permits are not required for replacement of roofs (unless changing pitch), fences, siding, and windows. Renovation is only applicable if walls or demolition involving walls is a part of the project.
 - (3) Building permits for decks over 250 square feet are required or if a deck is being enclosed.
- (b) All applicants for building permits for work to be performed shall pay the following fees:
- (1) For new residential construction, extensions, and additions, the building permit fee shall be as follows:

Cost of construction, not less than the Building Valuation Data value (most recently published edition – International Code Council) taken by a multiplier of 0.003.
 - (2) For commercial and industrial construction, extensions, and additions, the building permit fee shall be as follows:

Cost of construction, not less than the Building Valuation Data value (most recently published edition – International Code Council) taken by a multiplier of 0.005.
 - (3) For residential renovation, remodeling and repair, the building permit fee shall be as follows:

Cost of renovation, not less than the Building Valuation Data value (most recently published edition – International Code Council) taken by a multiplier of 0.003.
 - (4) For commercial and industrial renovation, remodeling and repair, the building permit fee shall be as follows:

Cost of renovation, not less than the Building Valuation Data value (most recently published edition – International Code Council) taken by a multiplier of 0.003.
 - (5) Other permit fees for swimming pools, storage buildings, detached garages, electrical, demolition, plumbing, and signs are applicable and is maintained in a fee schedule by the Building Inspector.
- (c) All money received for building permits and inspections shall be paid to the office of the city collector. The building inspector will calculate the permit fee at which time the individual will make payment to the city collector. The collector will issue a receipt with the individual's name, permit number, and amount received. The building inspector will then issue the permit and retain the receipt for the department's records.

Section 2 That a new section 7-27 is created as follows:

Sec. 7-27. Building Code Reviews

(a) Applicability

- (1) Not required for residential construction or renovation.
- (2) Required for all new commercial and industrial construction
- (3) Required for all commercial and industrial renovations where the occupancy hazard classification changes use of the building changes.
- (4) Required for all commercial and industrial renovations over 12,000 square feet where the ownership of the building changes.

(b) Responsibility

The owner of the construction will be responsible for providing and paying for the building code review. The building code review shall be conducted by a licensed architect in the State of Missouri and be submitted to the Building Inspector for review and approval prior to the initiation of construction.

Section 3 All ordinances and parts of ordinances in conflict with this ordinance, in so far as they conflict, are hereby repealed.

Section 4 That this Ordinance shall be in full force and effect from and after its passage and approval.

Adopted on this 6th day of January, 2026.

Approved on this 6th day of January, 2026.

Darrell McCoy, Mayor

Attest:

Melissa Cogdal, City Clerk

RESOLUTION NO. 2579-25

A RESOLUTION GRANTING AN EXEMPTION FROM ASSESSMENT AND PAYMENT OF AD VALOREM REAL PROPERTY TAXES ON IMPROVEMENTS TO CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY'S ENHANCED ENTERPRISE ZONE; AND APPROVING A DEVELOPMENT AGREEMENT IN CONNECTION THEREWITH, ALL PURSUANT TO THE ENHANCED ENTERPRISE ZONE ACT.

WHEREAS, Sections 135.950 through 135.973 of the Revised Statutes of Missouri, as amended (the "Enhanced Enterprise Zone Act"), authorize Missouri cities to provide an exemption from assessment and payment of ad valorem taxes of one or more political subdivisions imposed on improvements to real property located in an enhanced enterprise zone of "enhanced business enterprises" (as that term is used and defined in Section 135.950(9) of the Enhanced Enterprise Zone Act), and Section 135.963.4 of the EEZ Act provides that at least one-half of the ad valorem taxes otherwise imposed on subsequent improvements to real property located in an EEZ of enhanced business enterprises shall become and remain exempt from assessment and payment of ad valorem taxes of any political subdivision of the state for a period of not less than ten years following the date such improvements were assessed, provided the improved properties are used for enhanced business enterprises; and

WHEREAS, by Ordinance No. 4436, passed and approved by the City Council of the City of Hannibal (the "City Council") on December 4, 2007, the City of Hannibal, Missouri (the "City"), in accordance with the requirements of the Enhanced Enterprise Zone Act, authorized an Enhanced Enterprise Zone, which followed a public hearing by the Enterprise Zoning Advisory Board on the establishment of the zone on November 8, 2007; and

WHEREAS, developers, Flippin' Bird, LLC as the owner of that certain real property located in the City comprising a total of approximately 12.6 acres known and numbered as 5151 Industrial Loop Drive, Hannibal, Missouri 63401 located within the City's Enhanced Enterprise Zone (the "Property") and JPI Wholesalers, Inc., as the tenants and project owner (both companies being jointly referred to herein as "Developers"), wish to redevelop and expand the existing facility on the Property (the "Facility"), which expansion is to be used for an upgraded poultry processing facility together with the installation and provision of necessary improvements and infrastructure (the "Project"); and

WHEREAS, the City Council now wishes to make certain determinations and to confer an exemption from assessment and payment of ad valorem real property taxes on improvements to the Property, all in accordance with Ordinance No. 4436 and the Enhanced Enterprise Zone Act; and

WHEREAS, the Developers have committed to create and maintain for the duration of the grant of tax exemption at least forty-five (45) new full time jobs at the Property in connection with the Project, all in accordance with the terms of that certain Development Agreement, attached as Exhibit A to and incorporated by reference in this Resolution (the "Development Agreement"), and the City Council now wishes to approve the Development Agreement in conjunction with conferring the tax exemption;

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

SECTION ONE: The City Council hereby finds and determines that: (i) the Facility constitutes an "enhanced business enterprise" (as that term is used and defined in Section 135.950(9) of the Enhanced Enterprise Zone Act); and (ii) it is necessary to achievement of the goals and objectives of the City's Enhanced Enterprise Zone to grant and recognize an exemption from assessment and payment of ad valorem real property taxes on improvements to the Property at the minimum amount established under the Enhanced Enterprise Zone Act.

SECTION TWO: Accordingly, an exemption from assessment and payment of ad valorem real property taxes imposed by any political subdivision of the State of Missouri or any municipality thereof is hereby granted and recognized for the Facility on the Property in the amount of fifty percent (50%) of ad valorem real property taxes to be otherwise assessed and paid on the improvements made to the Property by the Project for the period to begin on January 1, 2026, and end on December 31, 2035 (a total of ten years), all pursuant to the Enhanced Enterprise Zone Act. The value of the improvements made to the Property by the Project shall be calculated as the difference between the market value (also referred to as the "true value in money") of improvements on the Property as determined by the Ralls County Assessor for each tax year and the market value of improvements on the Property as determined by the Ralls County Assessor for the 2021 tax year.

SECTION THREE: The Clerk of the City is hereby authorized and directed to provide a copy of this Resolution to the Director of the Missouri Department of Economic Development and the Ralls County Assessor not later than thirty (30) days following its adoption and is hereby further authorized and directed to take such further actions as necessary to comply with any further notification requirements of the Enhanced Enterprise Zone Act.

SECTION FOUR: The Development Agreement is hereby approved in substantially the form of Exhibit A to this Resolution, and the Mayor is hereby authorized to execute the Development Agreement with such ministerial changes consistent with the intent of this Resolution as the Mayor may approve, with signature of the Mayor conclusively evidencing approval of such changes, and to deliver the Development Agreement on behalf of the City.

SECTION FIVE: The portions of this Resolution shall be severable. In the event that any portion of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage and adoption as provided by law.

ADOPTED this 16th day of December, 2025.

APPROVED this 16th day of December, 2025.

Darrell McCoy, Mayor

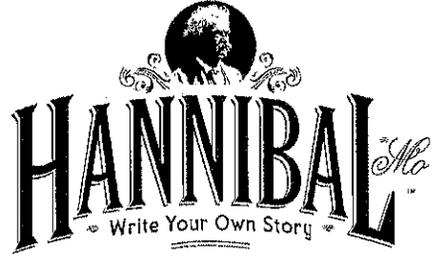
ATTEST:

Melissa Cogdal, City Clerk

EXHIBIT A
DEVELOPMENT AGREEMENT

(see attached pages)

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



TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 12/9/2025

RE: Mini Track Loader Purchase

The Street Department would like to purchase a 2025 Case TL MTL Mini Track Loader. The track loader will be used for various Street Department functions including cleaning the ash out of the Airburner, debris clean-up of demo sites, tree debris clean-up after storms, etc..

Luby Equipment has Sourcewell contracts and provided the City a low quote of \$38,300 for the mini loader.

Proceeds from the recent sale of surplus Street Department equipment via Purple Wave will cover the entire cost of the equipment purchase.



EQUIPMENT

2625 North 24th St.
Quincy, IL 62305
217-222-5454

City of Hannibal

Hannibal, MO 63401

Quote

Date: 10/28/2025

Proposed by: Jerry Jansen

New unit:

Case TL100 MTL, mini-track loader, 2025 model

Base machine wide track; weight 3,783 lbs.; Kubota 24hp stage V; operating capacity 1,574 lbs.

- Pilot hydraulic joystick control
- 10" rubber track - 40.4" width overall
- Auxiliary hydraulics 1 way / 2 way
 - flow 13.2 gpm @ 2,800 psi
 - 14 pin auxiliary electric w/ case drain connection
- Wide track counter weight
- Manual CII attachment quick coupler
- Cold start glow plug starting aid
- 42" dirt bucket w/ bolt on edge

valid until: 10/31/2025

*Total sale price: \$ 38,300.00

*Below SourceWell pricing structure.

Trade:

- None

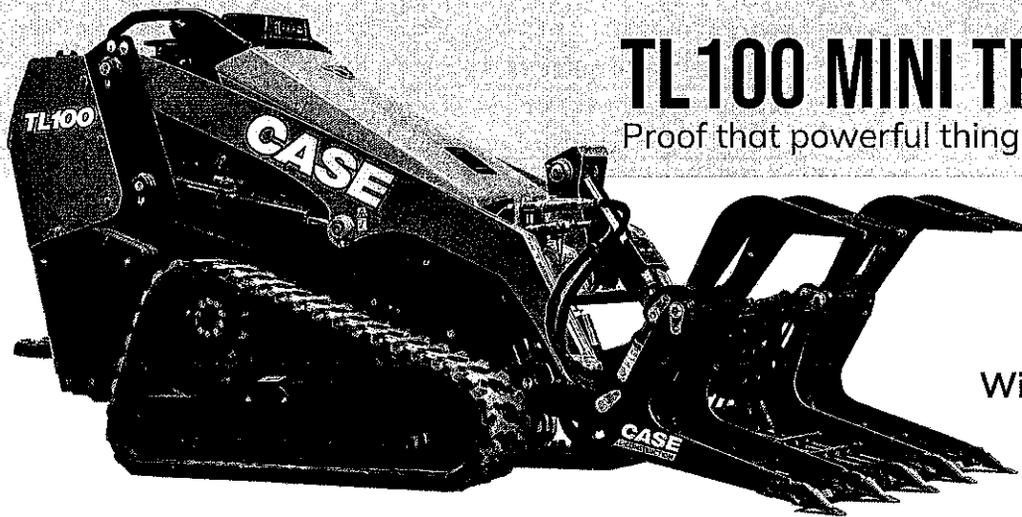
*Municipal	0.00%	Trade:	\$ -
		Difference:	\$ 38,300.00
		Tax:	\$ -
		Total:	\$ 38,300.00

Optional equipment:

- none

Warranty:

- 2 year / 2000 hours machine warranty.

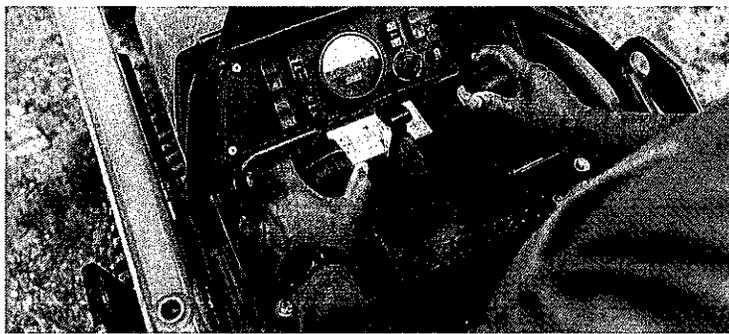


TL100 MINI TRACK LOADER

Proof that powerful things come in small packages

Horsepower |
24 hp |

Wide Track Tipping load |
3,148 lb |



PREMIUM PRODUCTIVITY FEATURES

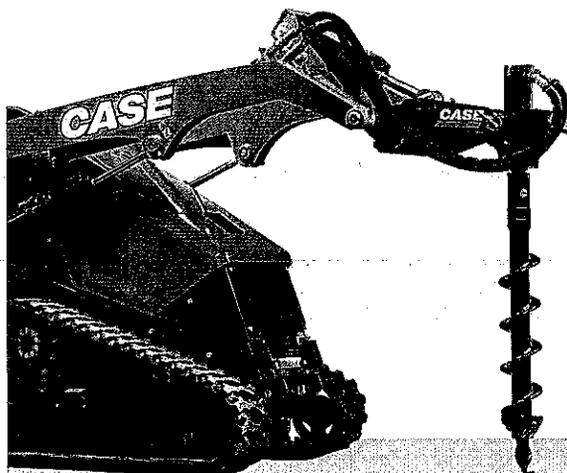
ISO pilot joystick control, thumbwheel auxiliary hydraulics and advanced instrumentation create an ergonomic, easy-to-use machine for improved efficiency.

Clear sightlines to tracks and bucket cutting edge enhance productivity.

COMPACT TRACK DESIGN

You get maximum traction on concrete, blacktop, grass, mud and snow.

The narrow 7-in. track option allows easy access to narrow entry ways, and fits through 36 in. doors or gates. The wider 10-in. option makes the machine 42 in. wide, decreasing ground pressure and maximizing stability.



WE HAVE AN ATTACHMENT FOR THAT

With over 40 different attachment options, matched to Common Industry Interface (CII) connectors and standard auxiliary hydraulics and an optional 14-pin connector, you can be a jack of all jobs, from loading, tilling and digging to sweeping, stump grinding and snow blowing.



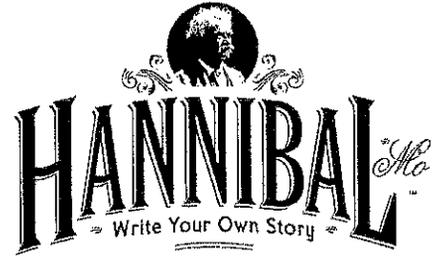
TL100 IN
ACTION



Luby Equipment Services | www.lubyequipment.com

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

Fax: 573 221-0707



TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 12/4/2025

RE: Engineering Service Agreement, St. Elizabeth Demo

The City of Hannibal recently solicited Request for Qualifications for an Engineering Firm to assist with the demolition of the former St. Elizabeth Hospital.

The selection committee comprised of Councilmen Koehn, Councilmen Munger, City Clerk Melissa Cogdal and myself conducted interviews with four firms and ultimately selected Klingner & Associates for this project.

The selection committee along with the Building Inspectors then attended a project scope meeting with the Klingner Team to discuss the details of the project.

The first phase of the project is to approve a \$104,500 lump sum engineering service agreement with Klingner & Associates.

As part of this agreement Klinger will provide to the City:

- Structural Review
- Structural Demolition Plans
- Environmental Review & Abatement Design
- Topographic Survey
- Civil/ Site Design

- Demolition Planning & Design & Project Cost Estimate
- Bidding Services

Once the project cost estimate portion of the design is complete, the City Staff and Council will be able to determine the schedule for letting bids and hiring a contractor.

The Infrastructure Tax Fund will pay for this portion of the project as well as the eventual demolition.

RESOLUTION NO. 2581-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$104,500
ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF
HANNIBAL AND KLINGNER & ASSOCIATES
FOR THE DESIGN AND BIDDING PORTION OF THE DEMOLITION OF THE
FORMER ST. ELIZABETH HOSPITAL**

WHEREAS, The City of Hannibal Solicited RFQ's to hire an engineering firm to assist with the demolition of the former St. Elizabeth Hospital, and

WHEREAS, A selection committee conducted interviews and selected Klingner & Associates for this project, and

WHEREAS, Klingner & Associates submitted a lump sum agreement totaling \$104,500.00 for the bidding and design portion of the project, and

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

SECTION ONE: That the Mayor is hereby authorized to execute an engineering service agreement between the City of Hannibal and Klingner & Associates for the amount of \$104,500 for the design and bidding portion of the demolition of the former St. Elizabeth Hospital.

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

ADOPTED THIS 16th DAY OF DECEMBER, 2025.

APPROVED THIS 16th DAY OF DECEMBER, 2025.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

December 3, 2025

Mr. Andy Dorian
City of Hannibal
320 Broadway
Hannibal, MO 63401

RE: Engineering Services Agreement

Dear Mr. Dorian

Enclosed is our engineering services agreement for the demolition of St. Elizabeth Hospital in Hannibal, MO. If the agreement is acceptable, please sign and return one copy to our office. If you have any questions, please call. We look forward to working with you on this project.

Very truly yours,

KLINGNER & ASSOCIATES, P.C.

Mark Bross

Mark C. Bross, PE
Water/Wastewater/Municipal Services Manager
Branch Manager - Hannibal, MO Office

MCB/JAC/P:\HANNIBAL\25FILES\25-1070.MKT ST. ELIZABETH'S HOSPITAL -
DEMOLITION\01.ADMIN\01.PROPS\20251203-STELIZABETH-DEMO-PROP.DOCX

Enclosures: Engineering/Architectural Services Agreement

ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES AGREEMENT

DATE December 3, 20 25
PROJECT TYPE (Office Code) 0309/1010
PROJECT RESPONSIBLE STAFF
JAC / MCB

CLIENT City of Hannibal

PHONE NO. 573-221-0111

CONTACT PERSON Andy Dorian

CELL NO. _____

TITLE _____

EMAIL: adorian@hannibal-mo.gov

ADDRESS 320 Broadway, Hannibal, MO

PROJECT AND SCOPE OF SERVICES: The Engineer/Architect/Surveyor (E/A/S) (Klingner & Associates, P.C.) agrees to provide to you (the Client) the following consulting, design, advisory, and/or surveying services:

See Attachment I - SCOPE OF SERVICES

FEES AND EXPENSES: Our services will be charged on a Lump Sum basis of One Hundred Four Thousand Five Hundred Dollars and No/100 (\$104,500.00) as described on the attached Scope of Services.

GENERAL TERMS AND CONDITIONS: Our agreement is subject to the general terms and conditions attached herein. *Our services do not include special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC) unless specifically noted.*

ACCEPTANCE: Acceptance must be made within thirty (30) days from the above date. Once accepted, you acknowledge that you have read, accepted and approved this agreement. You also authorize us to proceed.

E/A/S: KLINGNER & ASSOCIATES, P.C.

CLIENT: CITY OF HANNIBAL

By Mark Bross

By _____

Title WWW Manager / Hannibal Branch Manager

Title _____

Project No. _____

Date _____

Site Description: Former St. Elizabeth Hospital
109 Virginia Street, Hannibal, MO

Project Understanding: We understand that the City of Hannibal (City) desires to demolish the former hospital including all structures, foundations, paving, and abandonment of associated utilities. The site includes the east parking area, across Virginia Street as well as the main campus area bound by Magnolia, Broadway, Virginia, and an alley to the north. The City desires to obtain a proposal for demolition design and bidding assistance for the project described. The future use of the site is not fully known at this time, however the City desires for the site to be ready for redevelopment at completion of the demolition.

Client to Provide:

1. Access to all structures (City has already provided a key and access instructions)
2. Environmental reports once available (Phase I & II ESAs currently being prepared).
3. Any information regarding known utilities (water, sewer, storm sewer, underground electrical, underground communications, etc.)
4. Any information regarding proposed future use.

Scope of Services:

1. Project Management & Meetings
 - a. Meetings
 - i. Structural, Environmental, and Surveying site visits required to complete the respective Scope of Services are included in the respective fees.
 - ii. The Klingner project manager will attend four (4) milestone project meetings and one (1) public input/information meeting. Each meeting will be attended by appropriate members of the project team but no less than the client manager or project manager. Milestone progress meetings are proposed to be virtual.
2. Structural Review
 - a. Structural Evaluation and Report
 - i. Review available existing drawings and previous structural evaluation reports to prepare for structural evaluation site visit(s).
 - ii. Site visit(s) for visual structural evaluation of the accessible portions of all buildings/structures for verification of current conditions, load bear support systems, and determination of safe access to portions of buildings required for environmental evaluation and demolition.
 1. It is anticipated that respirator, Tyvek suit, lighting and other PPE will be required during interior building site visit(s) due to current environmental conditions within the buildings/structures.
 2. Klingner will coordinate with the City of Hannibal prior to site visit(s) for safety and security purposes and to allow the city to provide notification to the appropriate emergency personnel in case calls come in about seeing us in or on the buildings/structures.

3. Retaining walls, steps, ramps and guardrail in the parking area east of Virginia Street will be included in the visual structural evaluation.
 - iii. Structural Evaluation Report with observations, photos, and recommendations will be provided in .pdf format.
 1. Report recommendations will address areas that are found to be unsafe for environmental assessment or abatement and demolition access.
 2. Report recommendations will address the existing condition of the retaining walls, steps, ramps and guardrail for the parking area east of Virginia Street for their possible continued use or potential need for demolition or replacement.
 - b. Structural Demolition Plans
 - i. Issued for Bidding Structural Demolition Plans to be prepared to help show the recommended structure demolition sequencing and to provide information on the key load-bearing support systems of each of the different building/structure types to be demolished for reference for the demolition contractors.
 - ii. If requested, some selected items to be salvaged for the City of Hannibal can be noted in the demolition drawings.
 - iii. If requested, notes can be provided in the structural demolition plans for Bid Alternates that may limit the depth of building and structure foundation demolition or to include some or all of the east parking area site structures in the demolition.
 3. Environmental Review & Abatement Design
 - a. Scope:
 - i. Hazardous Materials Survey
 1. Review existing documents and compare previous documentation of hazardous materials (asbestos, lead, PCBs, household hazardous waste) to existing conditions for the preparation of abatement documents reflecting existing conditions.
 2. If areas of the facility are determined to be unsafe for surveying materials (as determined by our Structural Engineer) or for abatement of materials, alternate demolition methods will be specified in the demolition design for such areas.
 3. If suspect asbestos containing materials are encountered that have not previously been sampled, three (3) samples per homogenous area will be collected and analyzed by PLM (EPA 600/R-93-116) on a 1 week turnaround from the laboratory.
 - ii. Abatement Design - Prepare hazardous material abatement design documents to be included with bidding documents. Abatement design documents will include a technical specification section and drawings.
 4. Topographic Survey
 - a. Scope:
 - i. Prepare a topographic survey of the project site collecting elevation data sufficient to produce contours at 1-foot intervals. Existing site features will be horizontally located and indicated on the survey

including buildings, pavements, curbs, sidewalks, visible utilities and those marked from a Missouri811 request, structures, trees, fences, and other existing site features. A benchmark will be established on or adjacent to the site. A basemap will be prepared for use in the design process.

- ii. A partial Boundary Survey is proposed sufficient to accurately show the property lines on the topographic survey. Missing property corners are not proposed to be set as part of this proposal.

5. Civil / Site Design

a. Scope:

i. Site Demolition Plan

- 1. Utility abandonment and decommissioning to the point of connection at the main.
- ii. Final site grading & drainage plan including contours at 1-foot intervals and applicable spot elevations.
- iii. Storm Water Pollution Prevention Plan and erosion control best management practices as required.
- iv. Erosion Control Plan
- v. Storm Water management as required by City of Hannibal and the Missouri DNR for the Land Disturbance Permit.

6. Demolition Planning & Design

- a. Prepare project plans which identify the buildings and site features to be demolished, phasing (if required), areas to remain or to be protected, site access, and haul routes.

- b. Prepare technical specifications for demolition of existing buildings. Specifications will include technical specifications for the removal of the existing buildings, providing and placement of fill, topsoil, finish grading, erosion control and seeding. Anticipated specification sections are as follows:

- i. 017419 Waste Management and Disposal
- ii. 024100 Demolition
- iii. 024296 Historic Removal & Dismantling
- iv. 028213 Asbestos Abatement
- v. 028433 Removal and Disposal of PCBs
- vi. 312300 Excavation and Fill
- vii. 312513 Erosion Control
- viii. 329219 Seeding

- c. Cost estimate – Klingner will prepare an Engineer's Cost Estimate for the proposed demolition.

7. Bidding Services

- a. Prepare front end bidding documents to accompany the technical specifications. Bid documents anticipated are as follows:

- i. Advertisement for Bids
- ii. Bid Proposal Form
- iii. Bid Security Form
- iv. Notice of Award
- v. Agreement Form
- vi. Notice to Proceed
- vii. Performance and Payment Bond Form
- viii. Supplementary Conditions
- ix. General Conditions
- x. Summary of Work

- xi. Use of Site
- b. Klingner will assist the Client with bidding services as follows:
 - i. Distribute specifications to bidders digitally in Portable Document Format (PDF).
 - ii. Respond to questions and prepare addendum (if required) and distribute to bidders.
 - iii. Attendance of one (1) pre-bid meeting proposed to be held at the project site or alternatively at Hannibal City Hall.
 - iv. Attendance at bid opening.

Fees: \$104,500 (Lump Sum)

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:

1. Anything not specifically listed as included above
2. A large storm sewer is present on the site. At this time, the storm sewer is proposed to be protected during demolition. Design for the relocation of the storm sewer is excluded from our proposal but could be provided for an additional fee.
3. Design of repairs, replacement, or modifications to the east parking area and the site structures east of Virginia Street.
4. Construction Phase Services such as construction observation, construction administration, and construction material testing are not included in the scope of this proposal however could be provided upon request for an additional fee.

GENERAL TERMS AND CONDITIONS

THE AGREEMENT AND DEFINITIONS: These General Terms and Conditions ("T&Cs") are part of and fully incorporated into the attached services agreement, letter, or proposal ("Proposal"), with the Proposal and these General Terms and Conditions comprising the agreement ("Agreement") between the division/entity of Klingner & Associates, P.C. ("Consultant") and the client identified in the Proposal ("Client") under which Consultant will provide certain engineering, architectural, surveying, environmental or construction phase services ("Services") to Client in exchange for payment from Client in accordance with the terms of the Agreement. Consultant and Client shall be referred to as the "Parties." To the extent these T&Cs are used as an exhibit, attachment, or addendum to a contract presented by Client, then the specific terms of these T&Cs shall supersede, prevail, and be given precedent over any conflicting, otherwise inconsistent, and/or general terms, conditions, and provisions of any other contract executed by the Parties. Any construction, design, or engineering contractors, consultants, or other agents directly retained or paid by Client shall be referred to as "Client's Contractors" or "Contractors," and shall include Contractor's subcontractors. The project for which Consultant is providing its Services shall be referred to as the "Project."

ACCEPTANCE: Client is deemed to have accepted these T&Cs and terms of the Agreement, even without execution of any Agreement or these T&Cs, if Consultant submits a copy of the Proposal, Agreement or T&Cs to Client and thereafter Client directs the Consultant to proceed with its Services or if Client otherwise receives the benefit of Consultant's Services or submits any payment to Consultant for its Services.

SCOPE OF SERVICES: Consultant's Services are limited to those expressly and specifically listed in the Agreement, and do not include any service not expressly set forth or listed in the Agreement. Among other things, unless expressly set forth in the Agreement, the Services do not include any special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The Consultant assumes no responsibility to perform or provide any services not specifically listed.

SCOPE OF SERVICES – ADDITIONAL TERMS: Below are additional terms and conditions regarding Consultant's Services.

OPINIONS OF PROBABLE COST: In the event Consultant's Services include providing opinions of probable cost or estimate costs, Client agrees that Consultant has no control over the cost of labor or materials furnished by others, any Contractor's methods of determining prices, competitive bidding, or market conditions, and, as such, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's cost estimates and, further, Consultant makes no warranties, expressed or implied, as to the accuracy of any and all cost estimates or opinions.

CONSTRUCTION ADMINISTRATION SERVICES: In the event Consultant's Services include Consultant visiting the Project site at agreed upon intervals or otherwise includes any type of construction administration services, Client agrees that in no case shall Consultant be required to make detailed, regular, exhaustive, or continuous on-site inspections to check the quality or quantity of any Contractor's work, and in no event shall Consultant have any duty, responsibility, or liability for the quality or quantity of work, or lack thereof, performed by any of Contractors.

SUBMITTAL REVIEW SERVICES: In the event Consultant's Services include Consultant reviewing and/or approving Contractors' submittals, such as shop drawings, data, samples, product samples, and other information, then Client expressly agrees that Consultant's reviews and approvals of such information shall be only for the limited purpose of checking for conformance with the design concepts and information expressly set forth within the contract documents for the Project. Among other things, Consultant's reviews and approvals do not include a review of the accuracy or completeness of the specifics of all information provided by those Contractors, including quantities, dimensions, weights or gauges, construction means and methods, fabrication processes, or other processes, all of which are the sole responsibility of Contractor. Further, Consultant has no responsibility or liability whatsoever for any deviations from the Project contract documents not brought to the attention of Consultant in writing or for Consultant's review of partial submissions or submission of items for which correlated item submissions have not been received by Consultant.

DESIGN PHASE SERVICES ONLY: Unless Consultant's Services expressly and specifically include project observation or construction administration within its scope of Services, or if Client, via itself or any of Client's Contractors, provides construction observation or review services, then Consultant's Services under this Agreement are *design phase services only*, are deemed *not* to include any construction document review services or other construction administration or construction phase services, and are deemed to be completed upon Consultant's completion and submittal of the deliverables or contracted for Instrument(s) of Service (defined later herein), and Client otherwise assumes all responsibility for, and releases Consultant from all claims relating to, the application or interpretation of any of the contract documents, the review of submittals, all construction observations, construction administration activities, and construction phase activities/services/events that may be related to Consultant's Services.

CONSTRUCTION MATERIAL TESTING SERVICES ONLY: If Consultant's Services consist of only construction material testing services, then Consultant's Services under this Agreement are deemed to be completed upon Consultant's submittal of the relevant material testing reports or other Instrument(s) of Service, Consultant has no responsibility or duty to perform any type of testing other than on the materials expressly noted in the Proposal or Agreement, Consultant has no responsibility or duty to perform any type of construction document review services or other construction administration or construction phase services, and Client assumes all responsibility for, and releases Consultant from all claims relating to, the design and engineering of the Project, the application or interpretation of any of the contract documents, the review of submittals, construction observations, construction administration activities, and construction phase activities/services/events that may be related to Consultant's Services.

STANDARD OF CARE: Services performed by Consultant will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. No other representations, warranties, or guarantees, expressed or implied, are included or intended in this Agreement or in any report, opinion, or document prepared by Consultant.

SUBCONSULTANTS: Consultant may retain any consultants/subconsultants that Consultant deems reasonable or necessary to assist in the performance of its Services. Neither Consultant nor any of Consultant's consultants/subconsultants are a fiduciary of, or otherwise has any fiduciary duties to, Client, Client's Contractors, or any other party.

COMPENSATION: Client shall pay Consultant for its Services on one of the bases described below and as identified in the Agreement ("Fees and Expenses").

The "**Lump Sum**" method means that Client will pay the stipulated Fees and Expenses as compensation for Consultant's Services. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, and profit. "Reimbursable Expenses," as defined below, may be in addition to the Lump Sum as indicated in the Agreement. Upon reaching eighty percent (80%) of the Lump Sum amount, Consultant may notify Client if the Lump Sum should be adjusted for completion of the Services. Client and Consultant shall mutually agree to adjustment of Lump Sum amount.

The "**Standard Hourly Rate**" method means that Client will pay as the Fees and Expenses an amount equal to the cumulative hours charged per each classification of employee, times Consultant's current standard hourly rates (which are revised annually on July 1st) for each applicable billing classification for all Services performed on the Project, plus Reimbursable Expenses.

The "**Payroll Cost Times Multiplier**" method means that Client will pay as the Fees and Expenses 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 overhead plus profit.

While Consultant may provide an estimated range of the Fees and Expenses on a Standard Hourly Rate Project or Payroll Cost Times Multiplier Project, it is an *estimate only*, and Consultant makes no guarantees whatsoever regarding what the final Fees and Expenses will be for all of Consultant's rendered Services to Client.

"Reimbursable Expenses" means the actual costs and expenses incurred directly or indirectly by Consultant in connection with the Services, including but not limited to, authorized out-of-town travel, including mileage at the IRS-approved rate and reasonable lodging and meal expenses; permitting, plan approval, and fees required by authorities having jurisdiction over the Project; printing, reproductions, plotting, and copying existing drawings, plans, specifications, and documents, as well as Instruments of Service prepared by Consultant; renderings, physical models, mock-ups, professional photography, and presentation materials requested by Client or required for the Project; postage, shipping, handling, and delivery; expense of overtime work requiring higher than regular rates, if authorized in advance by Client; equipment and supplies; all taxes levied on professional services and on reimbursable expenses; computer time; any consultants/subconsultants retained by Consultant for the Project; and other similar Project-related expenditures by Consultant. Reimbursable Expenses in the form of charges from consultants/subconsultants retained by Consultant for the Project shall be accompanied by a fifteen percent (15%) mark-up.

LUMP SUM PROJECTS - ADDITIONAL SERVICES: This provision applies to all Agreements under which Client pays Consultant on a Lump Sum basis. After execution of the Agreement and without invalidating the Agreement, Consultant may provide "Additional Services" that are outside of the scope of Services originally defined under the Proposal or Agreement. For Additional Services, except for those services required solely due to the fault of Consultant, Client shall pay Consultant in accordance with the Standard Hourly Rate above incurred by Consultant in connection with providing the Additional Services. In addition, an equitable adjustment in any schedule for Consultant's Services shall be made corresponding to the Additional Services. Generally, Additional Services will not be performed unless prior authorization is received from Client, Client otherwise directs Consultant to perform the Additional Services, or otherwise pursuant to the terms of this Agreement, provided however, the Parties recognize the need for Consultant to perform the following Additional Services should the following situations arise, without the need for Consultant requesting or obtaining prior authorization from Client:

- (a) Services necessitated by a material change in (i) the initial information provided by Client, (ii) previous instructions or approvals given by Client, (iii) the Project, including but not limited to, the size, quality, complexity, Client's schedule, or Client's budget, or (iv) materials or equipment due to an acceptance of substitute materials or equipment other than "or equal" items made by Client or Client's Contractors.
- (b) Services by Consultant due to (i) the presence of any Hazardous Environmental Condition (as defined below), (ii) emergencies or acts of god, (iii) damage to the Project site caused by fire or other causes, (iv) Consultant's review of actual or potential defective or delayed work by one or more Contractors, (v) acceleration of the progress schedule involving services beyond normal working hours, (vi) Client changes to Project design criteria after approval of previous phase(s) of the design process; or (vii) default by any Contractor.
- (c) Services in connection with construction change directives and change orders to reflect changes requested by Client or Client's Contractors.
- (d) Evaluating unreasonable, frivolous, and/or an excessive number of requests for interpretation or information (RFIs), change proposals, or other demands from a Contractor or others in connection with the Project.
- (e) Services necessitated by evaluating equipment performance not caused by Consultant's design services.
- (f) Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared work products;
- (g) Revising previously prepared work products necessitated by official interpretations of applicable codes, laws or regulations that are either (i) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (ii) contrary to requirements of the Instruments of Service when they were prepared in accordance with the applicable standard of care.
- (h) Services necessitated by decisions of Client not rendered in a timely manner or a failure of performance on the part of Client or Client's Contractors.
- (i) Reviewing shop drawings, product data items, samples, and submittals more than two times and as a result of inadequate submissions.
- (j) Services after the award of the construction contract(s) for the Project in evaluating and determining the acceptability of a Contractor's proposed "or equal" item or substitution that is found to be inappropriate, as well as services regarding the evaluation and determination of an excessive number of proposed "or equal" items or substitutions, whether proposed before or after award of the construction contract(s) for the Project.
- (k) Evaluation of the qualifications of entities providing bids or proposals.
- (l) Services resulting from material delays, changes, or price increases occurring as a direct or indirect result of materials, or equipment shortages.
- (m) Services in connection with any partial utilization of the Project by the Client or any owner prior to substantial completion of the Project.
- (n) Preparation of design and documentation for alternate bid or proposal requests proposed by Client.
- (o) Preparation for, and attendance at, a public presentation, meeting or hearing, unless such services are expressly set forth within this Agreement.
- (p) Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Consultant is a party thereto.

In addition, if the Services covered by this Agreement have not been completed within the "Time of Completion" as defined below, through no fault of Consultant, an extension of Consultant's Services beyond that time shall be compensated as Additional Services.

PAYMENT: Consultant may invoice the Fees and Expenses on a monthly or any other periodic basis, based on the proportion of the Services completed and expenses incurred at the time of invoicing. Payment is due in fifteen (15) days. Interest is charged at one percent (1%) per month on invoices unpaid over thirty (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, if Client fails to make payment on invoices unpaid for thirty (30) days and Consultant incurs any costs to collect overdue sums from Client, if allowed by applicable laws, Client agrees that all such collection costs incurred shall immediately become due and payable to Consultant. Collection costs shall include, if allowed by applicable laws, without limitation, reasonable attorney fees, collection agency fees and expenses, court costs, appeal costs, judgment execution and collection costs, and reasonable Consultant staff costs at standard billing rates for Consultant's time spent in efforts to collect. No deductions shall be made from Consultant's Compensation including to impose penalty or liquidated damages on Consultant, or to offset sums requested by or paid to any Contractor(s) or for costs of changes in the Contractor's services, unless Consultant is adjudged to be liable for those amounts in a binding dispute resolution process. Client's making of its final payment of the Compensation to Consultant shall constitute Client's acceptance of Consultant's Services as in compliance with this Agreement and a waiver of all claims against Consultant that are known by Client or should have been known by Client as of the date of the final payment.

DIFFERING OR CHANGED CONDITIONS: This Agreement is expressly based on the conditions of the Project, Project site, and Project structures that are actually known by and disclosed to Consultant. If other conditions not originally known and disclosed become known by or disclosed to Consultant, or such conditions otherwise change, Consultant may elect to require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service) and/or all services performed by Consultant because of the new or differing conditions shall be deemed to be and billed to Client as Additional Services.

REDESIGN OBLIGATION: In the event the bids or negotiated cost of the construction work exceed the Client's budget for construction, upon notice from the Client, the Consultant agrees to modify, on an Additional Services basis, the construction contract documents or those portions of the documents where bids exceeded the Client's budget.

CHANGES AND ADDED VALUE: The Client recognizes that although the Consultant will perform its Services under this Agreement in a manner consistent with the applicable standard of care, the Consultant's instruments of service may contain ambiguities, conflicts, errors, omissions and/or other imperfections. The Client recognizes and expects that certain increased costs and changes may be required because of these imperfections in the Consultant's instruments of service and, therefore, that the final construction cost of the Project may exceed the estimated construction costs or bid amount. Accordingly, the Client agrees to set aside a reserve in the amount of ten percent (10%) of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Client further agrees not to make any claim directly or indirectly against the Consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the increased costs and changes unless the total of such increased costs and changes exceeds fifteen percent (15%) of the final construction cost of the Project; and then only for an amount in excess of such percentage. Any responsibility of the Consultant for the increased costs and changes in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this provision, the increased costs and changes will not include any costs that the Client would have incurred if the Consultant's instruments of service had not originally contained such conflicts, errors, omissions and other imperfections. In no event will the Consultant be responsible for costs or expenses that provide betterment or upgrades to the Project or enhances the value of the Project.

INFORMATION PROVIDED BY OTHERS: Client shall furnish and grant permission to use, at Client's expense, all information, requirements, reports, data, surveys and instructions set forth in the Agreement or otherwise related to the Services. Consultant 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. Client shall give prompt written notice to Consultant whenever Client observes, or otherwise becomes aware of, any development or new or changed information that affects the scope or time of performance of Consultant's Services. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's Contractors.

INSTRUMENTS OF SERVICE – OWNERSHIP AND USE: All documents, reports, plans, drawings, models, and other tangible work products or deliverables prepared or furnished by Consultant pursuant to this Agreement are instruments of service ("Instruments of Service"), and Consultant shall retain all ownership and property interest therein. Client shall have a limited license to use the Instruments of Service on the Project, subject to receipt by Consultant of full payment due and owing for all Services relating to preparation of the Instruments of Service and subject to the following limitations: (a) Client acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Project unless fully prepared and completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written authorization by Consultant; (b) any such use or reuse, or any modification of the Instruments of Service, without written authorization and adaptation by Consultant, shall be at Client's sole risk; (c) Client fully releases Consultant from liability for, and shall indemnify, defend and hold harmless Consultant from and against, all claims, damages, losses, and expenses, including attorney fees, expert costs, and other costs, arising out of or resulting from, any use, reuse, or modification of the Instruments of Service without written verification, adaptation, and completion by Consultant; and (d) Client acknowledges and agrees that its limited license shall not create any rights in third parties. Finally, in the event Consultant, in its sole discretion, allows for some type of transfer of the ownership in an Instrument of Service to Client, then Client must agree to the terms of Consultant's proposed assignment document and, in all cases, the only ownership or other interest transferred is in the one version of the tangible work product, itself, but not any underlying intellectual property rights in the Instruments of Service.

3-D COMPUTER MODELS: If Consultant prepares 3-D computer models ("3-D Models"), the 3-D Models are solely intended for production of 2-D documents in PDF format for Client and not intended to be used for any other purpose than as a design tool for Consultant during the design, construction and documentation phases. Information and metadata in the model shall not be relied upon unless explicitly stated by Consultant. The digital models will not be made available to contractors or subcontractors during bidding or construction, unless explicitly included in the Agreement and only through a Consultant end user license agreement (EULA). If Client wishes Consultant to create a 3-D Model with a higher level of development than Consultant's normal level, then Consultant reserves the right to request additional time and compensation to do so. In all cases, Consultant shall not be held responsible for any errors or claims arising from Client or Contractor's use of 3-D Models.

DEFECTS IN SERVICE: Client shall immediately report to Consultant any defects or suspected defects in Consultant's Services of which Client becomes or should have become aware and allow Consultant to take measures to minimize the consequences of such defect. Client shall impose a similar notification requirement on Contractors and shall require all subcontracts at any level to contain a like requirement. Failure by Client or Client's Contractors to notify Consultant shall relieve Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had timely notification been given.

PRODUCTS, EQUIPMENT AND MATERIALS: Client agrees that if any product, equipment or material specified for the Project by the Consultant shall at any future date be suspected or discovered to be defective, not meet the manufacturer's representation, or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Consultant.

TIME OF COMPLETION: Unless a period of time or date of completion for Consultant's Services is expressly provided in the Agreement, the Parties have not agreed to any time period for Consultant's completion of its Services, and, instead, Consultant shall complete its Services within a reasonable period of time. Consultant shall incur no liability, and shall have no portion of the Compensation withheld, due to delay for any reason. In addition, if any delay, for any reason, increases the cost or time required by Consultant to perform its Services, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, Consultant 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 Consultant of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Consultant will notify the Client. Consultant 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. Consultant 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. Client shall indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, losses, injuries, property damage, causes of actions, judgments, attorneys' fees, costs, compensatory damages, expenses, or other damages associated in any way with the discovery of Hazardous Environmental Condition.

AUTHORITY AND RESPONSIBILITY: Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work. Consultant shall not have authority over or be responsible for the means, methods, techniques, sequences, progress of work, or procedures of construction selected or used by any Contractor, for the safety precautions and programs incident thereto, for security or safety at the Project site, or for any failure of a Contractor to comply with the applicable laws and regulations. Consultant shall not be responsible whatsoever for the acts or omissions (including but not limited to, any alleged breach of contract, tort, or other liability) of any Contractor, and, likewise, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to perform its work. Consultant shall not be responsible for any decision made regarding a Contractor's construction contract requirements, or any application, interpretation, or modification of the construction documents other than those made by Consultant.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to Client of employing a "fast track" process (in which some of Consultant'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 Consultant which Client accepts, Client waives all claims against Consultant for design changes and modification of portions of the services already constructed due to Client's decision to employ a fast track process. Client further agrees to compensate Consultant 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 Consultant's right to enter property owned by Client or others in order for Consultant to perform its Services for this Project. Client understands that use of testing or other equipment may unavoidably cause damage, the correction of which is not the responsibility of Consultant.

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 Consultant and to indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, injuries, or loss, arising from Consultant or other persons encountering utilities or other manmade objects that were not called to Consultant's attention or that were not properly located on the plans furnished to Consultant. Client further agrees to compensate Consultant for any time or expenses incurred by Consultant in defense of any such claim, in accordance with Consultant's standard hourly per diem fee schedule and expense reimbursement policy.

PUBLICITY: Unless otherwise expressly stated in the Agreement, Consultant shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

EXCUSABLE EVENTS: Consultant shall not be responsible for any of the following events or any other events beyond the reasonable control of Consultant: (a) changes in the information, instructions, or approvals provided by Client; (b) material changes in the Project, including but not limited to, the size, quality, complexity, Client's schedule, Client's budget for the Project, or the procurement or delivery method; (c) changes in the applicable codes, laws or regulations thereby necessitating Consultant's revision of any previously prepared Instruments of Service; (d) official interpretations of applicable codes, laws or regulations that are either contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; (e) decisions by Client not rendered in a timely manner or any other failure of performance on the part of Client or Client's Contractors; (f) the presence or encounter of any hazardous or toxic materials on the Project; and (g) weather conditions, work slowdown or stoppage, or acts of God (collectively, an "Excusable Event"). When an Excusable Event occurs, Consultant shall have no liability or responsibility for any damages incurred by Client, shall not be deemed to be in breach of this Agreement, and shall be entitled to an equitable adjustment in any schedule for Consultant's Services and to compensation for any Services performed due to such Excusable Event, which shall be deemed to be Additional Services paid on an hourly basis.

WAIVER OF CONSEQUENTIAL DAMAGES: In no event shall Consultant be liable or responsible, in contract, tort or otherwise, for (a) any special, consequential, incidental, or liquidated damages, including but not limited to, loss of profit or revenues; loss of use of any facility, building, products, machinery, or equipment; damage to associated equipment; cost of substitute products, facilities, services or replacement power; down time costs, or claims of any buyer of Client for such damages; (b) damages for which the requested repair would amount to economic waste or a betterment; or (c) loss or damage due, in whole or part, to the actions of the Client, ordinary wear and tear, and/or lack of Client maintenance.

LIMITATION OF LIABILITY: Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant, including its officers, owners, employees, and agents, to Client, or any person or entity claiming by or through Client, for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Services or Agreement, for any cause or causes including, but not limited to Consultant's active and passive negligence, professional errors or omissions, implied or express warranty obligations, strict liability, omissions, acts, or breaches of contract, shall not exceed the total Compensation or \$100,000, whichever is less. This limitation of liability shall apply to Client's claims for damages, as well as Client's claims for contribution and indemnity with respect to third party claims. In the event the Client requires a higher limitation of liability, upon written notice from the Client, Consultant and Client shall agree to and Client shall pay an additional fee within five (5) calendar days after the Agreement is fully executed.

INDEMNIFICATION: Client shall indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, losses, injuries, property damage, causes of actions, judgments, attorneys' fees, costs, compensatory damages, expenses, or other damages (hereinafter referred to together as "Claims"), to the extent the Claims are caused by the negligent or intentional/willful action or inaction/omission, any contractual breach, or any other violation of law by Client or Client's employees, independent Contractors, or other persons/entities for whose acts Client is responsible. Client's obligations under this and other indemnification provisions in this Agreement shall survive termination and expiration of this Agreement; shall extend to Claims occurring after this Agreement; shall continue until the Claim is finally adjudicated; shall not be limited by any insurance required hereunder; and shall not negate, abridge or reduce any other rights of the persons and entities described herein with respect to indemnity.

CONTRACTOR INSURANCE: Client agrees, in any construction contracts for the Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance, Automobile Liability Insurance and appropriate limits of Commercial General Liability Insurance ("CGL") and to require all contractors to have their CGL policies endorsed to name Client and Consultant as Additional Insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to ensure the hold harmless and indemnity obligations assumed by Contractors. Client shall require all Contractors defend, indemnify and hold harmless Client and Consultant from and against any claims, causes of action, lawsuits, damages, liabilities or costs, including reasonable attorneys' fees and costs, arising out of or in any way connected with the Project, including all claims by employees of the Contractors.

WAIVER OF SUBROGATION: To the extent damages are covered by any builder's risk policy, property insurance, or any insurance policy possessed by Client or Client's Contractors during or after the Project, Client shall waive all subrogation and other rights against Consultant and its retained consultants and agents for such damages, except such rights as they may have to the proceeds of such insurance.

TERMINATION: This Agreement may be terminated by either Party for cause on at least seven (7) days prior written notice of breach and opportunity to cure. Consultant may terminate for convenience and without cause. If terminated by either Party (with or without cause), Client agrees to pay for all Services performed and Reimbursable Expenses incurred to and including the date of termination. In addition, in the event Consultant terminates for cause, then Consultant shall also be paid its termination expenses, which shall include but are not limited to, expenses reasonably incurred by Consultant in connection with the termination of the Agreement or Services, including but not limited to, termination of Consultant's consultants/subconsultants and other persons retained by Consultant on the Project, demobilization costs if any, closing out Project records, reassignment of personnel, and other expenses directly resulting from the termination. If Client wishes to suspend services, Client must provide (7) days written notice, at which time Consultant may terminate or provide an increased or different Compensation to later resume Services to Client.

DISPUTE RESOLUTION: If a dispute or claim arises relating to the Services, Agreement, or Parties, the Parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, then a Party shall participate in nonbinding mediation if requested in writing by the other Party. Unless the Parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement and shall be in the location of the Project. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be arbitration in the location of the Project. Unless the Parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notwithstanding the foregoing, Consultant, in its sole discretion, may bring its claim(s), including third-party claims, against Client in the district court in the location of the Project, with a judge, and not a jury, presiding over such claim. **THUS, IN ALL CIRCUMSTANCES, BOTH PARTIES WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR ANY TRANSACTION CONNECTED THERETO. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.** In the event of any litigation, arbitration, mitigation, or other proceeding arising out of or relating to the Services or Agreement or otherwise involving the Parties, Consultant shall be entitled to recover its reasonable attorney's fees, expert and consultant fees, judgment execution fees and costs, appeal fees and costs, and all other costs from Client when Consultant is the prevailing party.

MISCELLANEOUS PROVISIONS: (1) If any provision of the Agreement is declared illegal or unenforceable and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. (2) The Agreement may not be assigned by any Party without written authorization. (3) The Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, heirs, successors, and assigns. (4) Nothing contained in the Agreement shall create a contractual relationship with, create a cause of action in favor of, or otherwise benefit, any third party. Instead, Consultant's Services under the Agreement are being performed solely for Client's benefit, and, therefore, no other entity shall have any claim against Consultant because of the Agreement. (5) Each Party has, or had the opportunity to retain, counsel and entered into the Agreement knowingly and voluntarily after having been fully advised of its rights under the Agreement or after having had the opportunity to be fully advised. Further, each Party played a substantive role in drafting the Agreement or had an equal opportunity to do so. Accordingly, in the event of any misunderstanding, ambiguity, or dispute concerning the Agreement's provisions, or interpretation, the Parties agree that no rule of construction shall be applied that would result in having the Agreement interpreted against any Party. (6) This Agreement contains the entire agreement between the Parties regarding the Project, and this Agreement is intended to be an integration of all prior negotiations. Accordingly, this Agreement overrides any claimed prior agreement or representation, and Consultant shall not be bound by any terms, statements, warranties, or representations not contained herein. Further, no modifications of this Agreement shall be valid unless made pursuant to the terms herein and in writing and signed by the Party against whom it is sought to be enforced, or unless otherwise made pursuant to the terms herein. (7) A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Hannibal Fire Department

Office of Fire Chief Ryan Neisen

2333 Palmyra Road O Hannibal, MO 63401

Phone: 573 221-0657 O Fax: 573 221-2431 O E-Mail: rneisen@hannibalfire.com

MEMORANDUM

Date: December 16th, 2025

To: Mayor, City Manager and Council Members

From: Ryan Neisen, Fire Chief

Subject: Surplus Property

CC:

The Hannibal Fire Department would like to surplus the following property:

- 2015 Ford Explorer – 160,xxx miles

This vehicle was obtained by HFD from HPD in 2019. HPD used the vehicle from 2015-2019. HFD has used it over the last 6 years as a service vehicle.

We will be using Purple Wave Online Auction Company. Purple Wave handles all the marketing for the items. Purple Wave Auctions come to our location to take pictures and list the items online. A typical auction runs approximately one month. The buyer pays a 10% buyer's premium and is responsible for picking the items up from us.

I am asking for approval to surplus this vehicle by using Purple Wave Online Auction Company.



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 20, 2025

To: Mayor McCoy and Members of the Hannibal City Council

From: Chief Jacob Nacke

Subject: Approval for Purchase of Rifle-Rated Shields under Blue Shield Grant

Dear Mayor McCoy and Council Members,

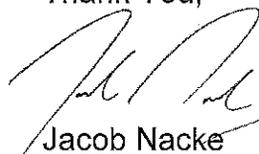
This year, the Hannibal Police Department was awarded the Blue Shield Grant as part of Governor Kehoe's ongoing commitment to public safety. This grant provides up to \$50,000 in funding per agency for the purchase of law enforcement equipment designed to enhance community and officer safety.

Our officers are our most valuable resource, and it is our responsibility to ensure they have the tools necessary to perform their duties with the highest level of protection. One critical component of this effort is improving officer safety through advanced protective gear.

To that end, I am requesting the Council's approval to purchase 2 TYR Tactical Level III ballistic shields and dolly system. These shields can be used independently, or together with the dolly to create a moveable rifle threat rated bunker on wheels. The Hannibal Police Department currently does not have any rifle rated ballistic shields making this a valuable piece of safety equipment. TYR tactical has a cooperative contract through the Virginia Sheriff's Association (Contract # 26-02-0523), and a cost of \$14,410.60.

I respectfully request that the Council approve this purchase under the Virginia Sheriff's Association Contract with TYR Tactical in the amount of \$14,410.60. All funds will be reimbursed by the Missouri Department of Public Safety as part of the Blue Shield Grant process.

Thank You,



Jacob Nacke
Chief of Police

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

TYR TACTICAL® LLC

9330 N 91st Ave, Peoria, Arizona 85345 | Office: 623-240-1400 | Fax: 623-240-1428 | info@tyrtactical.com
 WWW.TYRTACTICAL.COM
 Account Executive
 Gary Heath 832-309-5525 gary@tyrtactical.com



Quote #: TYR-2025-0493GH-Hannibal PD, MO V2

Customer: Hannibal Police Department, MO - Jacob Nacke
 Email: jnacke@hannibalpd.com

Tel: (573) 221-0987
 Fax:

COO: (Country of Origin):

TYR-RBS/SD2-QWS-LV2-BK	TYR Tactical® Patented Ballistic Shield Dolly, Level III, w/ Off-Road Wheels, Black	EA	BLK	OS	1	\$ 5,495.95	\$ 4,396.76	\$ 4,396.76	USA
TYR-RBS/MT3-VP-BK	TYR Tactical® 24"x36" MT Viewport Level III Rapid Response Ballistic Shield, Black	EA	BLK	OS	1	\$ 6,995.95	\$ 5,696.76	\$ 5,696.76	USA
TYR-RBS/MT3-NV-BK	TYR Tactical® 24"x36" MT No-Viewport Level III Rapid Response Ballistic Shield, Black	EA	BLK	OS	1	\$ 6,295.95	\$ 4,236.76	\$ 4,236.76	USA

Item Numbers: UOM Qty Size Color

MSRP \$ Quoted Unit Price \$ \$US Total

60 PRICES ARE SUBJECT TO CHANGE AFTER EXPIRATION DATE.

SHIPPING ADDRESS: Hannibal Police Department, 777 Broadway, Hannibal, MO 63401

WHEN PLACING YOUR ORDER PLEASE ENSURE THE QUOTE NUMBER, PART NUMBERS AND FULL ORDER DETAILS APPEAR ON THE PURCHASE ORDER(S). NOT DOING SO WILL DELAY ORDER PROCESSING.

NOTE: THAT LEAD TIMES, PRICING & AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE

TAX ID: 27-2463309 (REPS & CERTS ON SA) | SMALL BUSINESS (CAUSE CODE: 67M12) (USO 2009-2015 CERTIFIED) (L1E1DK0SYEM1405)

DUTIES AND BANK FEES INCURRED ARE OBLIGATION OF THE CUSTOMER. CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FINAL CHARGES BASED ON TERMS.

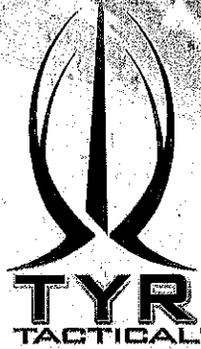
UPON REQUEST, TYR TACTICAL MAY PROVIDE BERRY AMENDMENT, TAA COMPLIANCE, AND BUY AMERICAN STATUS OF OUR PRODUCTS.

THE EQUIPMENT QUOTED MAY BE SUBJECT TO US EXPORT CONTROL LAWS, INCLUDING THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), OR THE DEPT. OF COMMERCE EXPORT ADMINISTRATION REGULATION (EAR). IF SO, TRANSFER TO A FOREIGN NATIONAL OR REPRESENTATIVE OF A FOREIGN GOVERNMENT OR INTEREST, EVEN IN THE US WITHOUT PRIOR GOVERNMENT AUTHORIZATION IS PROHIBITED

Additional Notes: Please provide an electronic copy of your Tax Exemption Certificate (if applicable). If your department/agency/organization is not exempt, this order is subject to taxes at the responsibility of the purchaser. Virginia Sheriff's Association (VSA), First Responders Supplies and Equipment Program, #26-02-0523

Lead Time:	90-120 Business Days
Shipping Method:	FedEx Ground
Payment Terms:	NET30
Subtotal:	\$ 14,230.28
Est. Shipping:	\$ 780.32
Sales Tax:	\$ -
Total:	\$ 14,410.60

The information contained in this quotation is confidential and/or privileged, and is intended solely for the use of the recipient listed above. Further, it may be protected by certain agreements, legal privileges, legal precedent or law. It must not be read by or disclosed to any person other than the intended recipient without the express written permission of the sender. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of the transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify the sender and delete and destroy all copies and attachments. TYR Tactical, LLC.



OPTION SHEET

*For the Virginia Sheriff's Association (VSA),
First Responders Supplies and Equipment,
Bid #26-02-0523
"Ballistic Shields"*

- Ⓚ Shipping and handling is not included and is a separate charge
- Ⓚ All TYR Tactical products receive a minimum 15% discount off MSRP.
- Ⓚ TYR Tactical offers a standard limited warranty for all ballistic shields, dollies, and shield accessories.
- Ⓚ TYR Tactical's shields and shield accessories are offered in the color black.

* Additional options are available

For more information, questions, or concerns please contact:

Don LaPlante
Don@tyrtactical.com
(540) 272-0987

Customer Service
Info@tyrtactical.com
1-888-602-7667 (Toll Free)

TYR Tactical, LLC® Ballistic Shields -
Build Sheet, Group No. Eight

Virginia Sheriff's Association (VSA)
First Responders Supplies and Equipment Program,
#26-02-0523



Part No.	Description	MSRP	Discount %	Price
LEVEL IIIA				
TYR-RBS/CQB3A-VP (Level IIIA)	COB Viewport Level IIIA, TYR Tactical® 18"x32" COB Viewport Level IIIA Rapid Response Ballistic Shield with Carry Bag	\$2,995.95	15%	\$2,546.00
TYR-RBS/CQB3A-NV (Level IIIA)	COB No-Viewport Level IIIA, TYR Tactical® 18"x32" COB No-Viewport Level IIIA Rapid Response Ballistic Shield with Carry Bag	\$1,695.95	15%	\$1,441.00
TYR-RBS/MT3A-VP (Level IIIA)	MT Viewport Lvl. 3A, TYR Tactical® 24"x36" MT Viewport Lvl. 3A Rapid Response Ballistic Shield, w/ Adhsv LP, Shield Bag with Carry Bag	\$3,995.95	15%	\$3,396.00
TYR-RBS/MT3A-NV (Level IIIA)	MT No-Viewport Level IIIA, TYR Tactical® 24"x36" MT No-Viewport Level IIIA Rapid Response Ballistic Shield with Carry Bag	\$2,195.95	15%	\$1,866.00
LEVEL III				
TYR-RBS/CQB3-VP (Level III)	COB Viewport Level III, TYR Tactical® 18"x32" COB Viewport Level III Rapid Response Ballistic Shield with Carry Bag	\$5,995.95	15%	\$5,096.00
TYR-RBS/CQB3-NV (Level III)	COB No-Viewport Level III, TYR Tactical® 18"x32" COB No-Viewport Level III Rapid Response Ballistic Shield with Carry Bag	\$4,995.95	15%	\$4,246.00
TYR-RBS/MT3-VP (Level III)	MT Viewport Level III, TYR Tactical® 24"x36" MT Viewport Level III Rapid Response Ballistic Shield with Carry Bag	\$6,995.95	15%	\$5,946.00
TYR-RBS/MT3-NV (Level III)	MT No-Viewport Level III, TYR Tactical® 24"x36" MT No-Viewport Level III Rapid Response Ballistic Shield with Carry Bag	\$5,295.95	15%	\$4,501.00
LEVEL III PLUS				
TYR-RBS/MT3PLUS-VP (Level III+)	MT3+ Ballistic Shield, w/ View Port, TYR Tactical® 24"x36" Rapid Response MT3+ Ballistic Shield, w/ View Port with Carry Bag	\$10,595.95	15%	\$9,006.00
TYR-RBS/MT3PLUS-NV (Level III+)	MT3+ Ballistic Shield, No-Viewport, TYR Tactical® 24"x36" Rapid Response MT3+ Ballistic Shield with Carry Bag	\$8,595.95	15%	\$7,306.00
TYR-RBS/CQB3PLUS-VP (Level III+)	COB3+ Viewport Level III+, TYR Tactical® 18"x32" COB3+ Viewport Level III+ Rapid Response Ballistic Shield with Carry Bag	\$9,995.95	15%	\$8,496.00
TYR-RBS/CQB3PLUS-NV (Level III+)	COB3+ No-Viewport Level III+, TYR Tactical® 18"x32" COB3+ No-Viewport Level III+ Rapid Response Ballistic Shield with Carry Bag	\$7,995.95	15%	\$6,796.00

Part No.	Description	MSRP	Discount %	Price
SHIELD ACCESSORIES				
TYR-RBS/BSD2-OWS-LV3	Ballistic Shield Dolly, Level III, TYR Tactical® Patented Ballistic Shield Dolly, Level III, w/ Off-Road Wheels	\$5,495.95	15%	\$4,671.00
TYR-RBS/BSD2-LV3PLUS-ORW	Ballistic Shield Dolly, TYR Tactical® Patented Ballistic Shield Dolly, Level III+, w/ Off-Road Wheels	\$6,795.95	15%	\$5,776.00
TYR-RBS/SHIELDLIGHT	Shields Lights, TYR Tactical® Shields Lights, Anodized	\$595.95	15%	\$506.00
TYR-RBS/SBSS-011	Shield Backpack Strap System, TYR Tactical® Shield Backpack Strap System, One Size Fits All	\$149.95	15%	\$127.00
TYR-RBS/ARM-013	Arm for Holding COB Shield, TYR Tactical® Attachment Arm for Holding COB Shield on Ballistic Dolly System	\$429.95	15%	\$365.00



**Virginia Sheriffs' Association
Contract Award Agreement**

**First Responder Supplies and Equipment
Procurement Program
Bid 26-02-0523**

We are pleased to announce the Virginia Sheriffs' Association (VSA) has successfully completed its nationwide competitive award for first responder supplies and equipment. All local public bodies are eligible to utilize this competitively bid contract while keeping with their local governing purchasing ordinances. Bid 26-02-0523 will be effective June 20, 2025 through June 19, 2026.

Congratulations, your company has been included on the Association's price sheet contract controlled by the Virginia Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract, based on your company's bid for Solicitation Number 26-02-0523, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.



Signature of Authorized Representative

Ward Petrie

Printed Name of Authorized Representative

MES 1 Acquisitions, Inc.

Contractor/Vendor Name (Please Print)

6/26/2025

Date



Signature of VSA Executive Director

John W. Jones

Printed Name of VSA Executive Director

June 20, 2025

Date



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 20, 2025

Dear Mayor McCoy and Council Members,

As mentioned in the previous council meeting, NECOMM is seeking to migrate their users to a new Records Management System (RMS) along with their dispatching software. In the last meeting the council gave authorization to proceed with the project.

I have received a service agreement from NECOMM which was reviewed by the City Attorney. The five year costs are indicated below which reflect a 3% annual increase.

Estimated cost for Hannibal Police Department:

- **Year 1 (Software, Support, Implementation):** \$48,496.16
- **Year 2 (Software, Support):** \$32,295.15
- **Year 3:** \$33,264.00
- **Year 4:** \$34,261.92
- **Year 5:** \$35,289.77

I request the council authorize the mayor to execute an agreement with NECOMM for implementation of the Central Square Program.

Thank You,

Jacob Nacke
Chief of Police

RESOLUTION NO. 2580-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE AND DATA ACCESS AGREEMENT BETWEEN THE CITY OF HANNIBAL AND NECOMM FOR A FIVE YEAR CONTRACT FOR ACCESS, SUPPORT, AND IMPLEMENTATION OF A RECORDS MANAGEMENT SYSTEM.

WHEREAS, the Hannibal Police Department has need for a new records management system, and

WHEREAS, NECOMM, the local dispatch provider in an effort to create a uniform platform for their customers has decided to move forward with Central Square, and

WHEREAS, NECOMM has provided a software and a data access agreement with a year one price of \$48,496.16, year two price of \$32,295.15, year three price of \$33,264.00, year four price of \$34,261.92, and year five price of \$35,289.77, and

WHEREAS, a software and data access agreement for a term of five years.

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 NECOMM and the City of Hannibal for the amount of \$183,607 spread over a term of five years.

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

ADOPTED THIS 16th DAY OF DECEMBER, 2025.

APPROVED THIS 16th DAY OF DECEMBER, 2025.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

SOFTWARE AND DATA ACCESS AGREEMENT

This Software and Data Access Agreement (“Agreement”) is entered into as of [Effective Date], by and between Marion County Emergency Services, known as NECOMM (“Provider”), and the accessing agency identified below, known as Accessing Agency (“Agency”). Provider and Agency may be referred to individually as a “Party” and collectively as the “Parties.”

Accessing Agency:

Hannibal Police Department
777 Broadway
Hannibal, MO 63401
(573) 221-0987
jnacke@hannibalpd.com

RECITALS

WHEREAS, Provider has entered into a contract with CentralSquare for the provision of certain software and related services for use by multiple agencies;

WHEREAS, Agency desires to access and use the CentralSquare software and related services; and Provider is willing to grant such access subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. DEFINITIONS

1.1 “Software” means the CentralSquare software platform and any related modules, updates, or enhancements provided under this Agreement.

1.2 “Support Services” means technical support, maintenance, and related services provided in connection with the Software.

1.3 “Implementation Costs” means the initial costs associated with configuring and deploying the Software for Agency’s use.

1.4 “Shared Data” means data and records maintained in shared databases or global system settings accessible by multiple agencies.

1.5 “Agency-Specific Data” means data and records that are specific to the Agency and not intended for access by other agencies except as provided herein.

2. TERM AND TERMINATION

2.1 Term. This Agreement shall commence on the Effective Date and continue for an initial term of five years, unless earlier terminated in accordance with this Agreement. The Agreement may be renewed or extended by mutual written agreement of the Parties.

2.2 Termination for Convenience. Either Party may terminate this Agreement upon ninety days’ prior written notice to the other Party.

2.3 Termination for Cause. Either Party may terminate this Agreement for material breach by the other Party, provided that the breaching Party fails to cure such breach within thirty days after receipt of written notice specifying the breach.

2.4 Effect of Termination. Upon termination, Agency’s access to the Software and Support Services shall cease. Provider will cooperate with Agency and CentralSquare to export all Agency-Specific Data and relevant Shared Data, with all costs of such export to be borne by Agency.

3. FEES AND PAYMENT

3.1 Fees. Agency shall pay Provider the following fees for access to the Software and Support Services:

Year 1 – Software/Support/Implementation:	\$ 48,496.16
Year 2 – Software/Support	\$ 32,295.15
Year 3 – Software/Support	\$ 33,264.00
Year 4 – Software/Support	\$ 34,261.92
Year 5 – Software/Support	\$ 35,289.77

The above costs are based on the system configuration and license count as of the Effective Date. Changes to license counts or system features may result in adjustments to costs beyond Year 1.

3.2 Payment Terms. Agency shall pay all fees in full no later than sixty days after the start of Agency’s new budget year, and in any event no later than October 1 of each calendar year.

3.3 Shared Costs. Fees include shared costs allocated among all accessing agencies proportionate to their share of the software/licensing global total. Provider will provide a cost breakdown upon request and shall determine the allocation of costs in its sole discretion.

4. ADMINISTRATIVE CONTROLS AND DATA MANAGEMENT

4.1 Administrative Access. The Software allows for delegation of agency-level administrators with control over Agency-specific data and settings. Agency acknowledges participation in a shared build with shared databases and global system settings.

4.2 Global Settings. Provider shall have final authority over all global settings and shared data management, including in cases of disagreement among agencies. Provider will disclose the identity of all global administrators and provide Agency's Head (Chief/Sheriff) with available records and audit trails of global administrator activity relevant to Agency's records upon request.

4.3 Confidentiality and Use of Access. Provider affirms it will not use global administrative access for its own review of Agency-specific case files, reports, statements, photographs, or other media, except as necessary for mission-critical purposes. Provider will keep Agency data confidential and restrict global administrators from disclosing information obtained through their duties.

4.4 Dispute Resolution. If Agency has a concern regarding Provider's decisions or actions, Agency's Head shall notify the Provider's Executive Director. If unresolved, Agency's Head may submit a written complaint to the Board Chairman or appear at the next regularly scheduled Marion County Emergency Services Board meeting.

5. DATA EXPORT AND TRANSITION

5.1 Upon termination or expiration of this Agreement, Provider will cooperate with Agency and CentralSquare to export all Agency-Specific Data and relevant Shared Data. Agency shall bear all costs associated with such export.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party represents and warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder.

6.2 Provider represents that it will use reasonable efforts to maintain the security and confidentiality of Agency data and to comply with applicable laws and regulations.

7. LIMITATION OF LIABILITY

7.1 In no event shall either Party be liable to the other for any indirect, incidental, special, or consequential damages arising out of or related to this Agreement, even if advised of the possibility of such damages.

7.2 Provider's total liability under this Agreement shall not exceed the total fees paid by Agency in the twelve months preceding the event giving rise to the claim.

8. INDEMNIFICATION

8.1 Each Party shall indemnify, defend, and hold harmless the other Party from and against any claims, damages, liabilities, and expenses arising from its own gross negligence or willful misconduct in connection with this Agreement.

9. CONFIDENTIALITY

9.1 Each Party agrees to maintain the confidentiality of all non-public information received from the other Party in connection with this Agreement and to use such information solely for the purposes of performing its obligations hereunder.

10. GENERAL PROVISIONS

10.1 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except to a successor in interest.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings.

10.4 Amendments. This Agreement may be amended only by a written instrument signed by both Parties.

10.5 Notices. All notices under this Agreement shall be in writing and delivered to the addresses set forth below or as otherwise designated by a Party in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Marion County Emergency Services (NECOMM)

By: _____

Title: _____

Date: _____

Accessing Agency

By: _____

Title: _____

Date: _____



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

December 9, 2025

To: Mayor McCoy and Members of the Hannibal City Council
From: Chief Jacob Nacke

Subject: Approval for Purchase of Computer Voice Stress Analyzer (CVSA)

Dear Mayor McCoy and Council Members,

This year, the Hannibal Police Department was awarded the Blue Shield Grant as part of Governor Kehoe's ongoing commitment to public safety. This grant provides up to \$50,000 in funding per agency for the purchase of law enforcement equipment designed to enhance community and officer safety.

Our agency uses the Computer Voice Stress Analyzer (CVSA) for investigative purposes. This is a tool that is based on computer hardware, which of course needs to be updated regularly to ensure effective function. Our current CVSA is aging and due for replacement. The manufacturer, NITV Federal Services, is the sole source provider for this product. I have enclosed a sole source letter along with the quote for \$8,995.00. These funds will come exclusively from the Blue Shield Grant.

I am requesting the council approve the sole source purchase of a CVSA from NITV Federal Services under the Blue Shield Grant.

Thank You,

A handwritten signature in black ink, appearing to read "Jacob Nacke".

Jacob Nacke
Chief of Police



FEDERAL SERVICES

January 30, 2025

**Excellence in Technology, Training and Service@
Sole Source Letter**

Dear Customer,

Please be advised NITV Federal Service (NFS) is the Sole Source for the Computer Voice Stress Analyzer III (CVSA@ III), the CVSA@ II, the CVSA@ as well as all manufacturer approved certification training programs related to any version of the CVSA@.

NFS is the exclusive manufacturer/distributor of the CVSA@ III, CVSA@ II, and CVSA@, and has no US distributors. Both the CVSA@ III and CVSA@ II incorporate version-unique and specialized processes protected by two US Patents: US Patent Number 7,321,855 "Method for Quantifying Psychological Stress Levels Using Voice Pattern Samples, " and US Patent Number 7,571,101 "Quantifying Psychological Stress Levels Using Voice Patterns. "

NFS is the only Voice Stress Analysis (VSA) manufacturer holding patents for its VSA technologies. The FACT@ scoring system is exclusively offered by NFS and can precisely quantify stress in the human voice to evaluate CVSA@ examination charts as Deceptive or Non-Deceptive with an accuracy rate of 98%. Additionally, the CVSA@ has been approved by the US Federal Court System and is used by well over 4,000 US and International Law Enforcement Agencies, as well as elements of the US Military and US Federal Agencies.

For more information, please visit our website at www.cvsal.com or contact us by calling (561) 7986280

LOURDES HUMBLE, MS

Lourdes Humble | Chief Operating Officer

11400 Fortune Circle • West Palm Beach, Florida 33414 • Tel (561) 798-6280 • Fax (561) 798-1594 • Email NITVFS@CVSAL.com



NITV FEDERAL SERVICES LLC
 11400 Fortune Circle,
 West Palm Beach, FL 33414
 Phone: 561-798-6280

Estimate

Date	Estimate No.
11/24/2025	9775

Hannibal Police Department
Attn: Accounts Payable
 777 Broadway
 PO Box 793
 Hannibal, MO 63401

Description	Qty	Rate	Total
CVSA Trade-In of older CVSA Dell Model (Service Tag #) to Current Model CVSA® III - Dell Rugged 14 Model Series and Dell 3-year Pro- Support Onsite Hardware Service Warranty with Accident Protection (without trade-in, \$11,995) **Additional discounted (one) New Examiner training is available; due at the time of purchase. The Trade -in Offer policy: The agency is responsible for the secure protected shipping of the Trade -in (old CVSA) back to NITVFS, as soon as you receive the new system (CVSA III). Delaying the return may result in reversing the price to its original cost of \$11995.00. We bear the cost of shipping your new system the agency bears the cost of shipping the Trade -in to us. Inside the box of the new instrument, you will find our Trade -In form to be used when returning your older instrument to NITV Federal Services	1	8,995.00	8,995.00
Total			\$8,995.00

This Estimate is good for 30 days. Please contact NFS to create an invoice. Thank you.

Project Summary Report FY25

MMG Contract #

25-091-20-093003

County Tourism Level (CTL)

4

Total Dollars Awarded:

\$200,000.00 USD

Local matching funds expended:

\$100,000.00 USD

State dollars reimbursed:

\$100,000.00 USD

Indicate the % of the total dollars expended for in-state marketing:

37.4%

Indicate the % of the total dollars expended for out-of-state marketing:

62.6

Date project was completed:

06/30/2025

Which target audience(s) did you market to in FY25?

- Leisure

Dollar amount spent on leisure marketing:

\$200,000.00 USD

Media Placement Type

- Print
- TV/CTV/OTT
- Radio
- Digital

Print - total dollars spent:

\$12,220.00 USD

Print - total # of ads / campaigns:

7

Print - total # of impressions:

1071250

Print - Select appropriate call to action used:

- Website

TV - total dollar amount spent:

\$70,000.00 USD

TV - total # of ads / campaigns

20

TV - total # of impressions

2278206

TV - Select appropriate call to action used:

- Website

Radio - total dollar amount spent:

\$60,000.00 USD

Radio - total # of ads / campaigns:

20

Radio - total # of impressions:

5103026

Radio - Select appropriate call to action used:

- Website

Digital - total dollar amount spent

\$57,780.00 USD

Digital - total # of ads / campaigns:

12

Digital - total # of impressions:

1816717

Digital - Select appropriate call to action used:

- Website

Call to Action FY24 vs. FY25

Please enter the correct quantity for each of the following call to action types. If no amount applies, list 0.

Website Visits in FY24:

343400

Website Visits in FY25

253000

List the positive ways this project impacted the leisure travel marketing of this destination:

The MMG helped increase our reach footprint and build up a brand awareness for Hannibal. This MMG gives the smaller DMO's a chance to get their destinations out there in different ways and with more volume in campaign to make a bigger impact. Therefore, it helps increase the performance of our marketing campaigns, more eyes and ears see it and will likely become interested in it when couple with messaging/events that interest them.

What were your organization's key performance indicators? How did the MMG program affect your key performance indicators?

Our key indicators are website visits (impressions and interactions), phone calls, and visitor volume. I also pay attention to bed tax \$ and event attendance. We were able to expand advertising campaigns resulting in a measurable increase in website traffic and social media engagement. Enhanced marketing efforts contributed to a noticeable uptick in day trips that we could tell from those who stopped in at the Visitors Center. Some hotels were down others only slightly down-on par with national trends. Events seemed to have spectacular attendance, and I would say an uptick for sure. This also helped us just try to get some brand awareness built up.

Based on your campaign results for FY25, is there anything you will do differently in FY26?

We will be expanding our reach by adding several new states in hopes to get in front of new audiences. We will be doing this with our digital, spotify and CTV. I would also say it may be the last year I do a few print ads...the ROI seems to be impossible to track and they are getting more expensive.

Project Summary Report Authorization Form:

The Project Director and President/CEO must sign the linked form and upload it below.

<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/09/FY24-Project-Summary-Auhtorizaiton.pdf>
(<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/09/FY24-Project-Summary-Auhtorizaiton.pdf>)

Authorization Form Upload

Project_summary_FY25_al Virus scan in progress.

RESOLUTION NO. 2582-25

**A RESOLUTION FOR THE MAYOR OF THE CITY OF HANNIBAL TO SIGN THE
FY25 CO-OP PROJECT SUMMARY REPORT DUE TO THE MISSOURI DIVISION OF
TOURISM FOR THE GRANT AWARDED**

WHEREAS, the Hannibal Convention & Visitors Bureau participates in the Missouri Division Promote Missouri Fund Program, and

WHEREAS, the Hannibal Convention & Visitors Bureau is requesting acceptance of the FY25 Project summary of \$200,000 (100,000 HCVB and 100,000 MDT) that was awarded, and

WHEREAS, to provide a breakdown of how the funding was spent and outcomes from the additional funding of the matching grant for FY25 to further promotional opportunities in the promotion of the Hannibal community in several travel markets, and

WHEREAS, the Mayor's signature is needed to accept this FY25 Project Summary.

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

SECTION ONE: The Mayor is hereby authorized to sign the Missouri Division of Tourism's Promote Missouri Fund Matching Marketing Program grant FY25 Project summary that was awarded.

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

ADOPTED this 16th day of December, 2025.

APPROVED this 16th day of December, 2025.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdel, City Clerk



VisitMo.com

²⁵
FY24 Co-op Project Summary Report Authorization

The submission of this ²⁵FY24 Co-op Project Summary Report to the Missouri Division of Tourism signifies that the summary report outlined within has the approval of those individuals named below.

It is further signified by this submission, that 1) the appropriate staff has read and understands the report requirements as described on the Project Summary Report overview via Submittable concerning this submission, and 2) it is understood that materials included in or provided with the submission that do not comply with the report instructions will not be considered as a part of the report during the evaluation and review.

Trisha O'Cheltree

Print Name of Project Director

Trisha O'Cheltree

Signature of Project Director

Print Name of President/CEO

Signature of President/CEO

12/5/25

Date

Date