

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday, August 5, 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 – July 15, 2025**

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

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

DARRELL MCCOY – MAYOR
Re: Recommendation of Re-Appointment

Hannibal Convention & Visitor Bureau

Scott Ehrhardt – appointment for a term to expire September 2030

Re: Approval of Appointments

Employee Benefit Trust Board

Ben Devlin – appointment for a term to expire May 2028
Jamie Thompson – appointment for a term to expire May 2028

Re: Approval of Appointments

Building Commission

David Todd – Department of Public Works

JAMES LEMON – CITY ATTORNEY

Re: Proposition 1 – Ballot Initiative
(Bill No. 25-063 to follow, for first reading)

MELISSA COGDAL – CITY CLERK

Re: Conflict of Interest Ordinance Ratification & Reaffirmation
(Bill No. 25-060 to follow, for first reading)

Re: Approval of Amendments to Policemen & Firemen Retirement Fund

ANDY DORIAN – INTERIM CITY MANAGER

Re: Chapter 19 Ordinance Update
(Bill No. 25-062 to follow, for first reading)

Re: Timber View Terrace Street Dedication
(Bill No. 25-065 to follow, for first reading)

Re: Proposition M Ballott Initiative
(Bill No. 25-064 to follow, for first reading)

Re: Bid Approval – Truck bed, Hydraulics, and Snowplow Accessories
Sourcewell - \$59,535 – Viking/Cives (Street)
Sourcewell - \$62,823 – Viking/Cives (Parks)

Re: Bid Approval – Two- One Ton F350 Regular Chassis
Tom Boland Ford- \$52,219/per truck

JANICE MAGRUDER – CITY COLLECTOR
Re: 2025 Ad Valorem Property Tax Levy
(Bill No. 25-061 to follow, for first reading)

MIKE MCHARGUE – BUILDING INSPECTOR
Re: Request to Set Public Hearing – Rezoning of 210 & 214 N. 5th Street
Tuesday, August 19, 2025, at 6:45 p.m.

JACOB NACKE – CHIEF OF POLICE
Re: Sub-Award Agreement - \$1,500 Grant Award – Missouri Safety Center
(Resolution No. 2562-25 to follow, for approval)

Re: Bid Approval – #10 Team Wendy Ballistic Helmets
Templar Tactical & Outdoors - \$9,950.00

TRISHA O'CHELTREE – DIRECTOR OF TOURISM
Re: Approval of Service Agreement – Firefly Drone Show
(Resolution No. 2561-25 to follow, for approval)

ERIC GRAHAM – DIRECTOR OF IT
Re: Bid Approval – Audio & Video for City Council Chambers
Tech Electronics, Inc - \$46,987.00
(Resolution No. 2563-25 to follow, for approval)

DARRIN GORDON – BOPW DIRECTOR OF OPERATIONS
JOHN ORTWERTH- BOPW PRESIDENT OF THE BOARD OF DIRECTORS
Re: Report in Accordance with Section 11.11 of City Charter

BILL NO. 25-055

**AN ORDINANCE REVISING CHAPTER 15, LICENSES, TAXATION,
AND MISCELLANEOUS BUSINESS REGULATIONS, ARTICLE IX –
MISCELLANEOUS BUSINESS REGULATIONS, SUCH
AMENDMENTS TO BE REGARDING FOOD TRUCKS**

Second & Final Reading

BILL NO. 25-056

**AN ORDINANCE REGARDING RULE OF ORDER AND
PROCEDURE PURSUANT TO CHARTER SECTION 2.12 OF THE
HOME RULE CHARTER OF THE CITY OF HANNIBAL**

Second & Final Reading

BILL NO. 25-057

**AN ORDINANCE REVISING CHAPTER 7- BUILDINGS AND
BUILDING REGULATIONS, ARTICLE V. - DANGEROUS
BUILDINGS AND STRUCTURES, SEC. 7-344. - BUILDING
COMMISSION CREATED; COMPOSITION, RESPONSIBILITIES**

Second & Final Reading

BILL NO. 25-058

**AN ORDINANCE OF THE CITY OF HANNIBAL AMENDING THE
FISCAL YEAR 2025/2026 PAYROLL ORDINANCE (NO. 1)
RELATIVE TO THE ADDITIONAL OF CERTAIN POLICE OFFICER
SALARIES AND THE CORRECTION OF CERTAIN FIRE
DEPARTMENT SALARIES**

Second & Final Reading

BILL NO. 25-059

**AN ORDINANCE AUTHORIZING THE CITY OF HANNIBAL,
MISSOURI, TO ENTER INTO A UNIT POWER PURCHASE
AGREEMENT WITH MISSOURI JOINT MUNICIPAL ELECTRIC
UTILITY COMMISSION D/B/A MISSOURI ELECTRIC
COMMISSION**

Second & Final Reading

BILL NO. 25-060

**AN ORDINANCE RATIFYING AND REAFFIRMING THE CITY OF
HANNIBAL'S, PROCEDURE TO DISCLOSE POTENTIAL
CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR
CERTAIN MUNICIPAL OFFICIALS AND EMPLOYEES AS
REQUIRED, BIENNIALY, BY MISSOURI STATE STATUTES
105.483 & 105.485**

First Reading

BILL NO. 25-061

**AN ORDINANCE OF THE CITY OF HANNIBAL FIXING AND
ADOPTING THE RATE OF TAXATION FOR THE YEAR OF 2025
AND LEVYING TAXES THEREFORE**

First Reading

BILL NO. 25-062

**AN ORDINANCE REVISING CHAPTER 19 - NUISANCES, ARTICLE
III, - WEEDS, SEC 19-71 – PROHIBITED & ARTICLE IV. -
GARBAGE, RUBBISH OR TRASH, SEC. 19-105. - ABATEMENT.**

First Reading

BILL NO. 25-063

**AN ORDINANCE PROVIDING FOR SUBMISSION OF A
PROPOSAL (*PROPOSITION 1*) TO ALLOW THE CITY OF
HANNIBAL TO IMPOSE AN ADDITIONAL, CITY SALES
TAX OF ONE HALF (1/2) PERCENT FOR THE SOLE
PURPOSE OF IMPROVING THE PUBLIC SAFETY OF THE
CITY TO THE QUALIFIED VOTERS OF THE CITY FOR
THEIR APPROVAL AT THE MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, NOVEMBER 4, 2025**

First Reading

BILL NO. 25-064

**AN ORDINANCE PROVIDING FOR SUBMISSION OF A
PROPOSAL (*PROPOSITION M*) TO AMEND THE
CHARTER TO PROVIDE THAT APPOINTMENTS TO
CERTAIN BOARDS OF THE CITY BE APPROVED BY THE
MAYOR INSTEAD OF THE CITY MANAGER TO THE
VOTERS OF THE CITY FOR THEIR APPROVAL AT THE
MUNICIPAL ELECTION TO BE HELD ON TUESDAY,
NOVEMBER 4, 2025**

First 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**

First Reading

RESOLUTION NO. 2561-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT ON BEHALF OF THE CITY OF HANNIBAL'S
TOURISM DEPARTMENT WITH FIREFLY DRONE SHOW FOR A
PERFORMANCE ON JUNE 6, 2026**

RESOLUTION NO. 2562-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL
AND THE UNIVERSITY OF CENTRAL MISSOURI – MISSOURI
SAFETY CENTER.**

RESOLUTION NO. 2563-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
\$46,987.00 CONTRACT BETWEEN THE CITY OF HANNIBAL AND
TECH ELECTRONICS INC. FOR UPGRADES AND
REPLACEMENT OF AUDIO AND VIDEO EQUIPMENT IN THE
COUNCIL CHAMBERS AT CITY HALL.**

CLOSED SESSION

In Accordance with RSMo 610.021 (1)

ADJOURNMENT

Fw: Reminder - Scott Ehrhardt - CVB Reappointment

From Mayor <mayor@hannibal-mo.gov>
Date Wed 7/30/2025 8:19 PM
To Melissa Cogdal <MCogdal@hannibal-mo.gov>

Please place Mr. Ehrhardt on the next agenda for re-appointment. Thank you.

Darrell McCoy

Mayor

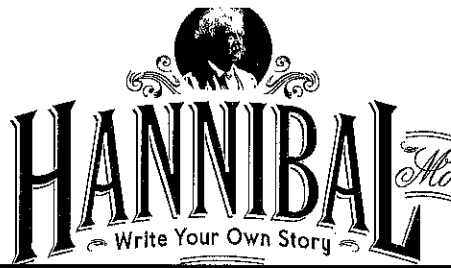
*City of Hannibal, Missouri
320 Broadway; Hannibal, MO 63401
Ph. 573-221-0111 opt. 6
Fax 573-221-8191
mayor@hannibal-mo.gov*



From: Mary Bright <MBright@hannibal-mo.gov>
Sent: Wednesday, July 23, 2025 10:30:41 AM
To: Mayor <mayor@hannibal-mo.gov>
Subject: Reminder - Scott Ehrhardt - CVB Reappointment

Mayor,

Reminder to place on Council Agenda:
Scott Ehrhardt's term on the CVB board expires 9/25. Terms of service are 5 years so his reappointment term would expire 9/30.



MEMORANDUM

TO: MAYOR MCCOY
CITY COUNCIL MEMBERS

FROM: JAMES LEMON
CITY ATTORNEY

DATE: JULY 30, 2025

SUBJECT: PROPOSITION 1 BALLOT INITIATIVE

First reading of Ordinance 25-063 approving the placement of the Public Safety Tax on November 4, 2025, ballot.

BILL NO. 25-063

ORDINANCE NO.

FIRST READING: 08.05.2025

SECOND READING:

**AN ORDINANCE PROVIDING FOR SUBMISSION OF A PROPOSAL
(PROPOSITION 1) TO ALLOW THE CITY OF HANNIBAL TO IMPOSE AN
ADDITIONAL, CITY SALES TAX OF ONE HALF (1/2) PERCENT FOR
THE SOLE PURPOSE OF IMPROVING THE PUBLIC SAFETY OF THE
CITY TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR
APPROVAL AT THE MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, NOVEMBER 4, 2025**

WHEREAS, the City Council of the City of Hannibal has determined that it does not have sufficient revenue from current sources to provide necessary support to police, fire, and emergency medical providers; and

WHEREAS, the City Council has determined that the least burdensome and most appropriate method to provide additional support for public safety is through the use of a ½ percent sales tax; and

WHEREAS, the State of Missouri by and through the passage of Section 94.900 of the Revised Statutes of Missouri has provided that the City of Hannibal is allowed to submit a proposal for a public safety tax to the voters; and

WHEREAS, pursuant to the provisions of Section 94.900 of the Revised Statutes of Missouri, the City Council wishes to submit this matter to the voters of the City of Hannibal for approval of the imposition of such sales tax pursuant to this ordinance.

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

SECTION ONE: Pursuant to the provisions of Section, 94.900, the City Council has prepared a proposition for the imposition of a ½ percent sales tax the proceeds of which to be used for the sole purpose of paying costs associated with public safety improvements including, without limitation, equipment, salaries and benefits, and facilities for police, fire, and emergency medical providers.

SECTION TWO: This proposition shall be submitted to the qualified voters of the City of Hannibal, Missouri, for their approval, at the election hereby called and to be held in the City of Hannibal on Tuesday, November 4th 2025. The ballot of submission shall contain substantially the following language:

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

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

Tuesday, the 4th day of November 2025

Proposition 1

For the purpose of improving the public safety of the city, by supporting the fire and police departments, shall the City of Hannibal charge a City Sales Tax of one half percent (.5%), with the tax proceeds to be deposited into a special trust fund or account kept separate and apart from all other funds of the City to be used for the sole purpose of paying costs associated with public safety?

YES

NO

If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

SECTION THREE: If the ballot question set forth in Section (2) of this ordinance receives a majority of the votes cast in favor of the proposal, there shall thereafter be imposed within the confines of the corporate limits of the City of Hannibal, in addition to any existing sales tax, sales tax at the rate of ½ cent imposed under authority of section 94.900 of the Revised Statutes of Missouri, as amended, solely to fund city-wide public safety improvements. The City will thereafter deposit as received all moneys from this additional tax into a special trust fund or account kept separate and apart from all other funds of the City which will be used for the sole purpose of paying costs associated with public safety improvements including, without limitation, equipment, salaries and benefits, and facilities for police, fire, and emergency medical providers.

SECTION FOUR: Within ten (10) days after the approval or disapproval of the proposition by the qualified voters of the City of Hannibal, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

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

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

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

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

SECTION NINE: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Adopted this ____ day of _____, 2025

Approved this ____ day of _____, 2025.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

Office of the City



Clerk, Melissa Cogdal

MEMORANDUM

TO: MAYOR MCCOY AND CITY COUNCIL MEMBERS
FROM: CITY CLERK, MELISSA COGDAL
DATE: JULY 18, 2025
SUBJECT: CONFLICT OF INTEREST ORDINANCE RATIFICATION & REAFFIRMATION

To comply with statutory requirements, RSMO 105.483 & 105.485.4, the City of Hannibal is required, biennially, to adopt an Ordinance ratifying and reaffirming our procedure to disclose potential conflicts of interest and substantial interest for certain municipal officials and employees.

All Candidates must file a **Financial Interest Statement for Political Subdivision** if they have any transactions over \$500 with the City of Hannibal, even if candidates are not listed, specifically in the Ordinance. Otherwise, filing of the **Statements** only applies to the City Manager and City Clerk.

For your consideration and first reading that will meet the requirements set forth by the Missouri Ethics Commission adhering to the policy, as adopted originally by City Council August 20, 1991, by Ordinance No. 3760. Slight modifications to the original Ordinance have been made to incorporate the City Manager form of government, versus the original Mayoral form, which I have attached.

Furthermore, the Missouri Ethics Commission requires this process to be completed no later than September 15, 2025.

Should you have questions or wish to review the original procedure, please contact me directly.

Your support in this process is greatly appreciated.

City of Hannibal 320 Broadway, Hannibal, MO 63401
Ph: (573) 221.0111 Fax: (573) 221.8191
Mcogdal@hannibal-mo.gov
www.hannibal-mo.gov

BILL NO. 25-060

ORDINANCE NO.

FIRST READING 08.05.2025

SECOND READING

**AN ORDINANCE RATIFYING AND REAFFIRMING THE CITY OF HANNIBAL'S,
PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND
SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS AND
EMPLOYEES AS REQUIRED, BIENNIALY, BY MISSOURI STATE STATUTES
105.483 & 105.485**

WHEREAS, Statutory requirements, RSMo 105.483 & 105.485 relating to personal financial disclosure statements and conflicts of interest, require the adoption of an Ordinance biennially by political subdivisions, and

WHEREAS, August 20, 1991, the Hannibal City Council adopted Ordinance Number 3760 establishing a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials and employees, and

WHEREAS, the Missouri Ethics Commission requires the ratification and reaffirmation of the City's intent via Ordinance at an open meeting of the Hannibal City Council no later than September 15, 2025.

**NOW THEREFORE BE IT RETAFIED AND REAFFIRMED BY THE COUNCIL OF
THE CITY OF HANNIBAL, MISSOURI AS FOLLOWS:**

SECTION ONE: Declaration of Policy: The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby reaffirmed and ratified a procedure for disclosure by certain officials and employees of private or other interests in matters affecting the City.

SECTION TWO: Conflicts of Interest: The Mayor or any member of the City Council who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the City Council the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

SECTION THREE: Disclosure Reports: Each elected official, the chief administrative officer (City Manager), the chief purchasing officer (City Clerk) and the general counsel (only if employed full-time) shall disclose the following information by May 1st if any such transaction were engaged in during the previous calendar year.

- a. For such person, and all persons within the first degree of consanguinity

of infinity of such person , the date and the identifies of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity I which such persona had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative office (City Manager) and the chief purchasing officer (City Clerk) shall also disclose by May 1st for the previous calendar year the following information.
 - 1) The name and address of each of the employers of such person from who income of one thousand dollars or more was received during the year covered by the statement.
 - 2) The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 - 3) The name and address if each corporation for which such person serves in the capacity of a director, officer or receiver.

SECTION FOUR: Filing of Reports: The reports in the attached format, shall be filed with the City Clerk and with the secretary of state prior to January 1, 1993 and thereafter with the ethics commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION FIVE: When Filed: The financial interest statements shall be filled at the following times, but no persona is required to file more than one financial interest statement in one calendar year.

- a. Each person appointed to office shall file the statement within thirty days of such appointment of employment.
- b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1st and the statement shall cover the calendar year ending the immediately preceding December 31st; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31st of the covered year until the date of filing of the financial interest statement.

SECTION SIX: Filing of Ordinance: If an Ordinance is originally adopted prior to January 1, 1993, then the City Clerk shall send a certified copy of this Ordinance to the Secretary of State's office within ten days of its adoption. If an Ordinance is adopted on or after January 1, 1993, then the City Clerk shall send a certified copy of the Ordinance to the Missouri Ethics Commission within ten days of its adoption; reaffirmation and ratification.

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

Adopted this ____ day of _____ 2025.

Approved this ____ day of _____ 2025.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

THOMAS PETER DANIELSONS
ATTORNEY AT LAW
200 BROADWAY
HANNIBAL, MISSOURI 63401

July 18, 1991

Marge Deline
Mayor Yancey
Councilmembers

Re: Ethics Ordinance

Ladies and Gentlemen:

Attached you will find an ordinance which I have drafted with the cooperation of the Missouri Municipal League.

As you are no doubt aware, the State Legislature has enacted a rather burdensome ethics and financial interest reporting statute. In order to avoid the stringent requirements of the state bill and in order to prevent requiring unpaid commission members to file financial statements, the City must adopt the attached ordinance and have it on file with the Secretary of State by September 15, 1991.

While the ordinance may seem to require a great deal of paperwork, the only major reporting requirements will fall on the Mayor and the City Clerk. Other elected officials will only be required to file financial statements in the event that they, or a business they own, does business with the City of Hannibal.

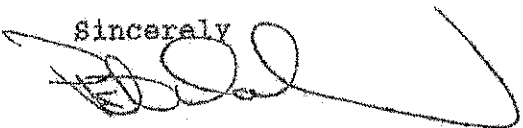
Perhaps the most important item, members of the various boards and commissions will not be required to file reports.

I hope that this has answered the major questions in regard to this bill. If not, I will be happy to answer any questions that you may have. Please give me a call at my office at your convenience.

I will not be in the office the first two weeks of August as I will be taking my family on vacation. Please call before or after this time.

Thank you for your cooperation in this regard.

Sincerely



Peter Danielsons
City Attorney

BILL NO. 91-334

ORDINANCE NO. 3768

FIRST READING 8-6-91

SECOND READING 8-20-91

AN ORDINANCE OF THE CITY OF HANNIBAL, MISSOURI, ESTABLISHING A
PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND
SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS

Now Therefore be it Ordained by the City Council of the City of
Hannibal;

SECTION ONE: Declaration of Policy. The proper operation of
municipal government requires that public officials and employees
be independent, impartial and responsible to the people; that
government decisions and policy be made in the proper channels of
the governmental structure; that public office not be used for
personal gain; and that the public have confidence in the
integrity of its government. In recognition of these goals,
there is hereby established a procedure for disclosure by certain
officials and employees of of private financial or other
interests in matters affecting the City.

SECTION TWO: Conflicts of Interest The Mayor or any member of the
City Council who has a substantial personal or private interest,
as defined by state law, in any bill shall disclose on the
records of the City Council the nature of his or her interest and
shall disqualify himself from voting on any matters relating to
this interest.

SECTION THREE: Disclosure Reports Each elected official, and
the chief purchasing officer shall disclose the following
information by May 1 if any such transaction were engaged in
during the previous calendar year:

a. For such person, and all persons within the first
degree of consanguinity or affinity of such person, the date and
the identities of the parties to each transaction with a total
value in excess of five hundred dollars, if any, that such person
had with the political subdivision, other than compensation,
received as an employee or payment of any tax, fee or penalty due
to the political subdivision, and other than transfers for no
consideration to the political subdivision; and

b. the date and the identities of the parties to each
transaction known to the person with a total value in excess of
five hundred dollars, if any, that any business entity in which
such person had a substantial interest, had with the political
subdivision, other than payment of any tax, fee or penalty due to
the political subdivision or transactions involving payment for
providing utility services to the political subdivision, and
other than transfers for no consideration to the political
subdivision.

and Mayor and the chief purchasing officer shall also disclose by May 1 for the previous calendar year the following information:

1. The name and address of each employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address, and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

SECTION FOUR: Filing of Reports The reports, in the attached format, shall be filed with the City Clerk and with the secretary of state prior to January 1, 1993, and thereafter with the ethics commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION FIVE: When Filed The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year.

a. Each person appointed to office shall file the statement within thirty days of such appointment of employment

b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year immediately preceding December, 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing the financial interest statement.

SECTION SIX: Filing of Ordinance If this ordinance is adopted prior to January 1 1993, then the city clerk shall send a certified copy of this ordinance to the Secretary of State's office within ten days of its adoption.

SECTION SEVEN: Effective Date This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the City Council of the City of Mannibal.

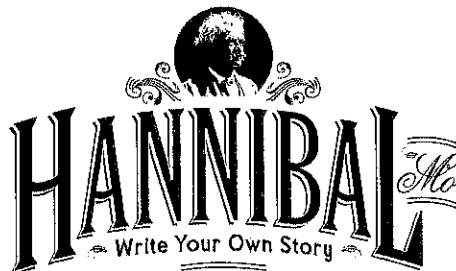
Adopted this 20 day of August, 1991.

Approved this 20 day of August, 1991.


John Vancey, Mayor

ATTEST:


Marjorie H. Deline, City Clerk



MEMORANDUM

TO: MAYOR MCCOY & COUNCIL MEMBERS

FROM: MELISSA COGDAL
City Clerk - Treasurer/Secretary, P&F Retirement Board

DATE: JULY 17, 2025

SUBJECT: AMENDMENT TO POLICEMEN AND FIREMEN RETIREMENT FUND

Pursuant to Section 9.02 of the Police & Firemen's Retirement Fund Plan Document, the City reserves the right to amend the plan document from time to time. On December 14, 2023, the Policemen and Firemen Pension Board took a vote to amend Section 1.23 of the plan regarding Break In Service. This plan amendment was reviewed by the Police & Fire Pension's attorney, plan administrators, and JCPER (Joint Committee on Public Employee Retirement.)

In addition, on April 23, 2025, the Policemen and Firemen Pension Board members voted to amend Section 4.05 of the plan document regarding Chief of The Department Retirement Provision amending the years of service. This plan amendment was reviewed by the Police & Fire Pension's attorney, plan administrators, and JCPER (Joint Committee on Public Employee Retirement.)

I am requesting the support of the Council for the Police & Fire Pension Boards decisions on the plan amendments and approval to update the full plan document.

**AMENDMENT
TO THE
CITY OF HANNIBAL, MISSOURI
POLICEMEN AND FIREMEN RETIREMENT FUND**

WHEREAS, the City of Hannibal, Missouri ("City") sponsors the City of Hannibal, Missouri Policemen and Firemen Fund ("Plan"); and

WHEREAS, pursuant to Section 9.02 of the Plan, the Plan may be amended by the City from time to time;

NOW, THEREFORE, the City hereby amends Section 1.23 of the Plan by the addition of the following new paragraph at the end thereof, the same to be effective as of January 1, 2024:

"A Member who leaves the service of the City to serve in the armed services of the United States in any qualifying military deployment and whose subsequent service with the City extends beyond the timeframe allowed above to make up contributions pursuant to Section 2.02 of the Plan and who elected to forgo the make-up contributions specified above may elect to have any or all service lost due to such leave reinstated upon making a contribution to the Plan in the amount of the actuarial value of the increase in benefits that such service would afford. Such contributions shall be calculated as of the Member's Retirement Date by the Plan actuary using the actuarial assumptions employed for Plan funding calculations and specified in the most recent actuarial valuation report, and shall be treated as accumulated employee contributions for all Plan purposes. Notwithstanding anything herein to the contrary, a Member who is entitled to a distribution of accumulated employee contributions hereunder upon his or her termination of employment may elect to use all or part of such accumulated employee contributions to make the contribution provided in the preceding sentences; provided that such election shall reduce the accumulated employee contributions to be distributed to the Member and further provided that such election must be made by notifying the City Clerk in writing within thirty (30) calendar days after his or her termination."

THIS AMENDMENT has been executed this 14th day of December 2023 2023.

CITY OF HANNIBAL, MISSOURI

By: Mark L. Kemper
Title: Chairman

**AMENDMENT
TO THE
CITY OF HANNIBAL, MISSOURI
POLICEMEN AND FIREMEN RETIREMENT FUND**

WHEREAS, the City of Hannibal, Missouri ("City") sponsors the City of Hannibal, Missouri Policemen and Firemen Fund ("Plan"); and

WHEREAS, pursuant to Section 9.02 of the Plan, the Plan may be amended by the City from time to time;

NOW, THEREFORE, the City hereby amends Section 4.05 of the Plan by deletion of existing subsections (a) and (b) and replacement with the following new subsections (a) and (b), the same to be effective as of January 1, 2025:

“(a) Benefit Amount: Any Member who: (1) has served as Chief of his or her Police or Fire Department for longer than twelve (12) months, (2) has at least eighteen (18) Years of Service, but less than twenty five (25) Years of Service, and (3) terminates employment on or after January 1, 2025 for any reason other than in connection with the commission of a felonious criminal act, may elect the normal retirement benefit provided in Section 4.01 in lieu of any other benefits to which he or she may be entitled under the Plan. If the Member elects such benefit, he or she shall not be entitled to return of his or her accumulated employee contributions pursuant to Section 4.06 regardless of his or her date of hire.

(b) Benefit Payments: Retirement benefits under Section 4.05(a) shall be payable in the form of a lifetime annuity on the first day of each month. The first payment shall be payable on the first day of the month that falls on or follows the date the Member retires from Service.”

THIS AMENDMENT has been executed this 23 day of April 2025, 2025.

CITY OF HANNIBAL, MISSOURI

By: Mark L. Kempker
Title: Chairman



CONSULTING GROUP

Actuaries • Advisors • Administrators

December 1, 2023

Board of Trustees
Hannibal Policemen and Firemen Retirement Fund

Cost Statement of Proposed Changes to the City of Hannibal Policemen and Firemen Retirement Fund ("the Plan")

Dear Board Members:

According to Missouri Revised Statute 105.665: "1. The legislative body or committee thereof which determines the amount and type of plan benefits to be paid shall, before taking final action on any substantial proposed change in plan benefits, cause to be prepared a statement regarding the cost of such change."

The change under consideration involves the Year of Service provisions of the Plan as related to the reinstatement of service lost due to qualifying military deployment. Currently Section 1.23 of the Plan provides that "Upon return from a [qualifying military deployment] leave ..., said Member will be allowed a time period equal to three (3) times the length of uniformed service ..., but not longer than five (5) years, to make-up contributions pursuant to Section 2.02 of the Plan that would have been made to the Plan but for the Member's leave."

Under consideration is a new Plan provision that would allow members who are past the 5-year payback period provided in the Plan's Section 1.23 to reinstate their past service by making a contribution to the Plan for the full actuarial value of the increase in benefits that such past service would afford them. The following paragraph is suggested language to be added to the end of Section 1.23:

"A Member who leaves the service of the City to serve in the armed services of the United States in any qualifying military deployment and whose subsequent service with the City extends beyond the timeframe allowed above to make up contributions pursuant to Section 2.02 of the Plan and who elected to forgo the make-up contributions specified above may elect to have any or all service lost due to such leave reinstated upon making a contribution to the Plan in the amount of the actuarial value of the increase in benefits that such service would afford. Such contribution will be calculated as of the Member's Retirement Date by the Plan actuary using the actuarial assumptions employed for Plan funding calculations and specified in the most recent actuarial valuation report."

The following cost statement employs the methods used in preparing the most recent periodic actuarial valuation for the plan and addresses the requirements in the order they are requested in the Statute:



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(1) The total level normal cost of employer provided plan benefits currently in effect, is \$47,670. Expressed as a percent of active employee payroll it is 1.3%.

(2) The contribution for unfunded accrued liabilities currently payable by the plan is \$1,148,836. Expressed as a percent of active employee payroll over a period of 7-20 years it is 32.4%;

(3) The total employer contribution rate, which is the total of the normal cost percent plus the contribution percent for unfunded accrued liabilities adjusted with interest is \$1,238,383. Expressed as a percent of active employee payroll it is 34.9%;

(4) The legislative body is currently paying more than the total contribution rate as defined in subdivision (3) of this subsection;

(5) The plan's actuarial value of assets, market value of assets, actuarial accrued liability, and funded ratio as defined in section 105.660 as of the most recent actuarial valuation is:

Actuarial Value of Assets	\$23,942,187
Market Value of Assets	\$23,942,187
Actuarial Accrued Liability	\$36,291,985
Funded Ratio	66.0%

(6) The total post-change contribution rate remains unchanged at \$1,238,383. Expressed as a percent of active employee payroll it is 34.9%. We expect that plan sponsor contributions will remain higher than recommended for the foreseeable future.

(7) The proposed change will have no impact on the ability of the plan to meet its obligations with respect to all benefits offered by the Plan thereof in effect at the time the proposal is made. Please see attached actuarial projections.

(8) No additional contributions are mandated by the proposed change;

(9) The proposed change would not, in any way, impair the ability of the plan to meet the obligations thereof in effect at the time the proposal is made;

(10) All assumptions relied upon to evaluate the present financial condition of the plan and all assumptions relied upon to evaluate the impact of the proposed change upon the financial condition of the plan, which are those assumptions used in preparing the most recent periodic actuarial valuation for the plan, are:

(a) Investment return of 7.0%;

(b) Pay increases of 3.5%;



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(c) Mortality of employees and officials, and other persons who may receive benefits under the plan is the Public Safety 2010 (Bottom Quartile) tables for employees and annuitants, projected with generational improvements using the most recently available projection scale (in this valuation, MP-2021). For disabled annuitants, the post-retirement Mortality Tables are set forward seven years.;

(d) Withdrawal (turnover) is based on past experience of the Plan. Sample rates are as follows:

Annual Rates	Age	of Termination
	25	10.0%
	30	7.5
	35	5.0
	40	4.0
	45	2.0
	50	1.0

(e) Disability is based on past experience of the Plan. Sample rates are as follows:

Annual Rates of Disability	
Age	Rate
25	0.18%
30	0.18
40	0.30
50	0.79
55	1.35
60	2.00

(f) Retirement rates are: For participants hired prior to July 1, 2007, the rate is 50% in the first year of retirement eligibility (20 years of Service). After the first year of eligibility, the rates are 15% until age 55, 30% from ages 56-59, and 100% at ages 60 and above. For participants hired on or after July 1, 2007, the rate is 30% per year from eligibility to age 59, and 100% for ages 60 and older.;

(g) There has been no change in active employee group size;

(11) As the Plan actuary I certify that the assumptions used for the valuation produce results which, in the aggregate, are reasonable;

(12) Actuarial Method Used for the Valuation – Entry Age Normal



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Normal Cost. Normal cost and the allocation of actuarial present values between service rendered before and after the valuation date were determined using an individual entry-age actuarial cost method having the following characteristics:

The annual normal costs for each individual active Member, payable from date of hire to date of retirement, are sufficient to accumulate the value of the Member's benefit at the time of retirement;

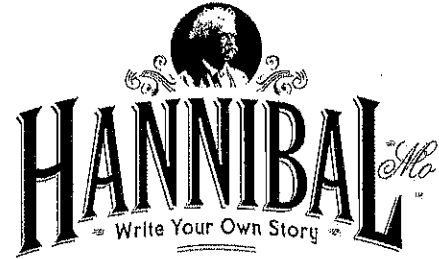
Each annual normal cost is a constant percentage of the Member's year-by-year projected covered pay.

The excess of accrued assets over actuarial accrued assets is being amortized as a level percent-of-payroll using layered amortization with a new base established each year reflecting the effects of changes in assumptions, changes in methods, and actuarial gains and losses over 20 years. Effects of plan amendments are amortized over shorter periods, as recommended by the Conference of Consulting Actuaries.

Respectfully submitted,

Traci M. Christian, EA, MAAA, MSEA, FCA

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



TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 7/31/2025

RE: Chapter 19 Ordinance Update

The City Attorney has drafted an update to the ordinance involving abatement of weeds, garbage, rubbish or trash.

The new ordinance will more closely match State Law.

Summary of the ordinance;

- If the city determines there is a violation of the ordinance the owner and the occupant will receive a letter describing the ordinance violation and a date for a public hearing no sooner than 10 days from the date of the notice.
- The public hearing will be held at City Hall with the City Manager, Building Inspector or official appointed by the City Manager.
- At that meeting the City can declare the weeds or garbage to be a nuisance and order the violation to be abated within 5 days.
- If after 5 days the nuisance is not cut or cleaned up, City officials are authorized to seek any remedy provided by law to remove the weeds or garbage and shall certify the costs to the City Clerk to have a special lien placed upon the property to cover the costs.

BILL NO. 25-062

ORDINANCE NO.

FIRST READING 08.05.2025

SECOND READING

**AN ORDINANCE REVISING CHAPTER 19 - NUISANCES, ARTICLE III, - WEEDS,
SEC 19-71 – PROHIBITED & ARTICLE IV. - GARBAGE, RUBBISH OR TRASH, SEC.
19-105. - ABATEMENT.**

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

Section 1. WHEREAS, Chapter 19, Nuisance, Article III, Weeds, Sec 19-71 and Article IV, Garbage Rubbish or Trash, Section 19-1055, Abatement of the Ordinances of the City of Hannibal, makes provisions allowing the City of Hannibal to abate garbage rubbish or trash, if after notice the property owner fails to remedy a nuisance situation;

AND WHEREAS, a review of RSMo 71.285 reveals that the methods set out in the ordinances of the City of Hannibal vary in procedure from said statute;

AND WHEREAS the Council wishes to comport their ordinances in all reasonable fashion with the requirements of State Law.

NOW THEREFORE, the City Council hereby revises Chapter 19, Nuisance, Article III, Weeds, Sec 19-70 & Article IV, Garbage Rubbish or Trash, Section 19-71, Abatement, of the Ordinances of the City of Hannibal as follows:

Section 1 That Section 19-71 is revoked and a new section 19-71 is created as follows:

Sec. 19-71. - Abatement.

- (a) Whenever a Community Service Officer, a Police Officer, the Building Inspector or other city official determines that a violation of section 19-70 has occurred, he shall provide written notice by personal service or by first-class mail to both the occupant of the property at the property address and the owner at the last known address of the owner, if not the same, specifically describing the land upon which the weeds are located, and setting a hearing no sooner than ten days from the date of the notice, with the City Manager, Building Inspector or other official appointed by the City Manager. At that hearing, the City Manager or other designated city official may declare weeds to be a nuisance and order the same to be abated within five days. If within five days the weeds are not cut, said city official is authorized to seek any remedy provided by law, and may have the weeds removed, and shall certify the costs of same to the city clerk, with the

cost becoming a special lien on the property to be assessed in the same manner as other special assessments, plus an amount included in the special tax bill representing the time expended by officer or employees of the city shall be calculated in the actual time and hourly rate of personnel; but in no case shall be less than \$60.00.

- (b) The provisions of this ordinance do not apply to land owned by a public utility, rights-of-way, and easements appurtenant or incidental to lands controlled by any railroad, the department of transportation, the department of natural resources or the department of conservation.
-

Section 2 That Section 19-105 is revoked and a new section 19-105 is created as follows:

Sec. 19-105. - Abatement.

- (c) Whenever a Community Service Officer, a Police Officer, the Building Inspector or other city official shall find garbage, rubbish, or trash prohibited by this article, he shall provide written notice by personal service or by first-class mail to both the occupant of the property at the property address and the owner at the last known address of the owner, if not the same, specifically describing the land upon which the garbage, rubbish, or trash has accumulated, and setting a hearing no sooner than ten days from the date of the notice, with the City Manager, Building Inspector or other official appointed by the City Manager. At that hearing, the City Manager or other designated city official may declare the garbage, rubbish, or trash to be a nuisance and order the same to be abated within five days. If within five days the garbage, rubbish, or trash is not disposed of properly, said city official is authorized to seek any remedy provided by law, and may have the garbage, rubbish, or trash removed, and shall certify the costs of same to the city clerk, with the cost becoming a special lien on the property to be assessed in the same manner as other special assessments, plus an amount included in the special tax bill representing the time expended by officer or employees of the city shall be calculated in the actual time and hourly rate of personnel; but in no case shall be less than \$60.00.
- (d) The provisions of this ordinance do not apply to land owned by a public utility, rights-of-way, and easements appurtenant or incidental to lands controlled by any railroad, the department of transportation, the department of natural resources or the department of conservation.

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 ____ day of _____ 2025.

Approved on this ____ day of _____ 2025.

Darrell McCoy, Mayor

Attest:

Melissa Cogdal, City Clerk

**Andrew Dorian
Interim 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: 7/11/2025

RE: Timber View Terrace Street Dedication

Timber View Terrace Development, LLC completed the construction of roads for the Timber View Terrace Subdivision and wishes to dedicate the streets in said subdivision to the City of Hannibal for public use as well as permanent, ongoing and future maintenance.

City Engineer, Mark Bross and I, inspected the street system and it is built in conformance with city standards.

Mark and I recommend the City Council accept the streets in Timber View Terrace Subdivision and formally dedicate them for public use.

BILL NO. 25-065

ORDINANCE NO.

FIRST READING 08.05.2025

SECOND READING

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

WHEREAS, TIMBER VIEW TERRACE DEVELOPMENT, LLC, platted the TIMBER VIEW TERRACE SUBDIVISION as an addition to the City of Hannibal; and

WHEREAS, The Council has determined that the streets in said Subdivision have been constructed and installed, testing has been conducted in accordance with the directives of the City of Hannibal, and it has been determined to the satisfaction of the City of Hannibal, that the street installation was conducted in conformance with City Ordinances, and;

WHEREAS, the said TIMBER VIEW TERRACE DEVELOPMENT, LLC, has requested that the City accept the dedication of the platted streets to the public use, as set out in said recorded plats, and upon review, staff has advised the Council, which has determined that such application is in compliance with the law, is in the best interest of the Citizens of Hannibal,

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

SECTION ONE. The City Council directs that the platted streets in TIMBER VIEW TERRACE SUBDIVISION are accepted and dedicated to the public use.

SECTION TWO. That further, the Mayor is directed to sign the Dedication of public streets attached hereto and to the extent required to record same in the land records of Marion County Missouri.

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

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

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

Adopted this ____ day of _____, 2025.

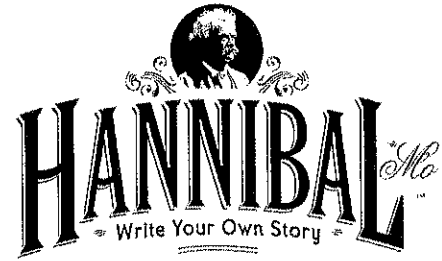
Approved this ____ day of _____, 2025.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

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



TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 7/31/2025

RE: Proposition M

At the request of the City Manager and Mayor, City Attorney James Lemon has drafted an ordinance and ballot language for Proposition M for the November 2025 Election.

The ballot will ask voters to say Yes or No to amending the City Charter to have the Mayor make appointments to the Board of Public Works, Park Board, Zoning Commission and Board of Adjustments instead of the City Manager.

The Mayor and I feel that it is more appropriate for the elected Mayor to make these appointments similar to the various other appointments laid out in the City Charter.

BILL NO. 25-064

ORDINANCE NO.

FIRST READING: 08.05.2025

SECOND READING:

**AN ORDINANCE PROVIDING FOR SUBMISSION OF A PROPOSAL
~~(PROPOSITION M)~~ TO AMEND THE CHARTER TO PROVIDE THAT
APPOINTMENTS TO CERTAIN BOARDS OF THE CITY BE APPROVED
BY THE MAYOR INSTEAD OF THE CITY MANAGER TO THE VOTERS
OF THE CITY FOR THEIR APPROVAL AT THE MUNICIPAL ELECTION
TO BE HELD ON TUESDAY, NOVEMBER 4, 2025**

WHEREAS, The City of Hannibal previously established by Charter that certain appointments were made by the City Manager with the approval of the City Council although other appointments were made by the Mayor; and

WHEREAS, however the council has determined that for purposes of consistency, efficiency, and to assure the public that such appointments are made by elective, rather than hired officials, that it is appropriate and necessary to submit to the voters the question of whether such appointments should be made by the Mayor, rather than the City Manager; and

WHEREAS, the City Council of the City of Hannibal finds that it is required by the Requirements of Chapter 20 of the Charter of the City of Hannibal to submit the matter to the vote of the people to consider such proposed changes; and

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

SECTION ONE: Pursuant to the provisions of Chapter 20, Section 20.01 of the Charter of the City of Hannibal, of the, the City Council has prepared a proposition for submission to the voters to consider whether the Charter should be amended to change certain Sections of the Charter regarding appointments by the Hannibal City Manager.

SECTION TWO: This proposition shall be submitted to the qualified voters of the City of Hannibal, Missouri, for their approval, at the election hereby called and to be held in the City of Hannibal on Tuesday, November 4th 2025. The ballot of submission shall contain substantially the following language:

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

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

Tuesday, the 4th day of November 2025

Proposition M

When the Hannibal City Charter was amended to convert the City of Hannibal to a City Manager Form of Government, it gave power to the unelected City Manager to make appointments to the Board of Public Works, The Park Board, The Zoning Commission and the Board of Adjustment. Shall the City of Hannibal amend its Charter to provide that these appointments will be made by the Mayor instead of the City Manager?

YES

NO

If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

SECTION THREE: If the ballot question set forth in Section (2) of this ordinance receives a majority of the votes cast in favor of the proposal, there shall thereafter be imposed within the confines of the corporate limits of the City of Hannibal, in addition to any existing sales tax, sales tax at the rate of ½ cent imposed under authority of section 94.900 of the Revised Statutes of Missouri, as amended, solely to fund city-wide public safety improvements. The City will thereafter deposit as received all moneys from this additional tax into a special trust fund or account kept separate and apart from all other funds of the City which will be used for the sole purpose of paying costs associated with public safety improvements including, without limitation, equipment, salaries and benefits, and facilities for police, fire, and emergency medical providers.

SECTION FOUR: Within ten (10) days after the approval or disapproval of the proposition by the qualified voters of the City of Hannibal, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

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

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

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

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

SECTION NINE: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Adopted this ____ day of _____, 2025.

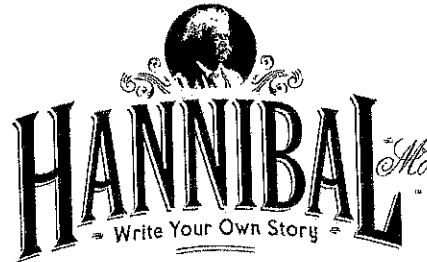
Approved this ____ day of _____, 2025.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

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



TO: City Clerk, City Council and Mayor

FROM: Andrew Dorian

DATE: 7/31/2025

RE: Parks and Street Department Truck Bed, Hydraulics and Snow Plow Purchase

Staff recently solicited Sourcewell bids for the purchase of 1 ton truck accessories for the newly purchased Parks and Streets trucks with Viking/Cives submitting the only Sourcewell bid.

Streets

Viking/Cives submitted a bid of \$59,535

This includes:

1. Plow Assembly
2. Steel Dump Body and Hoist
3. Hydraulic System
4. Salt Spreader System

Parks (slightly different truck bed for park operations)

Viking/Cives submitted a bid of \$62,823

This includes:

1. Plow Assembly
2. Steel Dump Body and Hoist
3. Hydraulic System
4. Salt Spreader System



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

PARKS

Quote

Quote #	Date
173180	07/28/25

Customer		
CITY OF HANNIBAL ***EMAIL INVOICES*** 320 BROADWAY		
HANNIBAL	MO	63401

Ship To		
CITY OF HANNIBAL 701 WARREN BARRETT DR		
HANNIBAL	MO	63401

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	SCOTT	07/28/25		MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # (18242) Item sold (SW-TK0554, SW-TK0500, SW-TK0508, SW-SR0466, SW-SP0170)	1.00	EA	62,823.00	62,823.00
	Following based on City of Hannibal Specifications.				
SALES	Rugby Vari Class 9'3" Drop side body with hydraulics. - Carbonsteel construction - Powder coat black - - Rugby SR4020 holst package with 9' subframe - Hydraulic system for (City of Hannibal) - Force America with includes: - PTO/Pump - Force One System with 5100ex spreader controller and holst and plow electronic joy sticks. - Electric prewet operated with spreader controller. ONE CONTROLLER FOR SPREADER AND PREWET -15" LED Amber mini light bar - Install SoundOff 2x4 LED amber/white warning Lights. Light housing weather proof sealed. -2 On front grill -2 On rear platform skirt - Class V trailer package which includes 2" receiver and 1/2" pintle plate. - Mud flap kit -18" x 18" x 30" POLISHED STAINLESS STEEL UNDERBODY TOOL BOX - Install POTEX 5000 WATT Inverter - Buyers 9ft Hydraulic 2.8 Cu Yd Spreader with 30 gallon prewet tank. - Western 8'6 MP3 ELECTRIC Pro Plus snowplow	1.00	EA	0.00	0.00
NOTES	The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability	1.00	EA	0.00	0.00



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
173180	07/28/25

Customer		
CITY OF HANNIBAL ***EMAIL INVOICES*** 320 BROADWAY		
HANNIBAL	MO	63401

Ship To		
CITY OF HANNIBAL 701 WARREN BARRETT DR		
HANNIBAL	MO	63401

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	SCOTT	07/28/25		MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
------	-------------	---------	-----	-----------	-------------

of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller. Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.

Prepared By: sboyer@vikinggivesmidwest.com

Memo:

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts. NET 30 days

*Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

Sub-Total	62,823.00
Shipping	0.00
Discount	0.00
Taxes	0.00
Total	62,823.00



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Street

Quote

Quote #	Date
173179	07/28/25

Customer		
CITY OF HANNIBAL ***EMAIL INVOICES*** 320 BROADWAY HANNIBAL MO 63401		

Ship To		
CITY OF HANNIBAL 701 WARREN BARRETT DR HANNIBAL MO 63401		

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	SCOTT	07/28/25		MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
SOURCEWELL	Sourcewell Contract # 062222-VCM Customer member # (18242) Item sold (SW-TK0554, SW-TK0500, SW-TK0508, SW-SR0466, SW-SP0170) Following based on City of Hannibal Specifications	1.00	EA	59,535.00	59,535.00
SALES	Rugby Vari Class 9'3" Platform Body Platform with Hydraulics. -Carbonsteel construction -Powder coat black -2"x4" pockets are spaced on 24" centers -Front and Rear stake pockets. Rear pockets are internal on all models 10 ga. front rail -10 ga. side rail -10 ga. rear rail - Rugby SR4020 hoist package with 9' subframe - Hydraulic system for (City of Hannibal) - Force America with Includes: - PTO/Pump - Force One System with 5100ex spreader controller and hoist and plow electronic joy sticks. - Electric prewet operated with spreader controller. ONE CONTROLLER FOR SPREADER AND PREWET -15" LED Amber mini light bar - Install SoundOff 2x4 LED amber/white warning Lights. Light housing weather proof sealed. -2 On front grill -2 On rear platform skirt -2 On driverside of platform -2 On passenger side of platform - Class V trailer package which includes 2" receiver and 1/2" pintle plate. - Mud flap kit -18" x 18" x 30" POLISHED STAINLESS STEEL UNDERBODY TOOL BOX - Install POTEX 5000 WATT Inverter -Buyers 9ft Hydraulic 2.8 Cu Yd Spreader with 30 gallon prewet tank.	1.00	EA	0.00	0.00



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
173179	07/28/25

Customer		
CITY OF HANNIBAL		
EMAIL INVOICES		
320 BROADWAY		
HANNIBAL	MO	63401

Ship To		
CITY OF HANNIBAL		
701 WARREN BARRETT DR		
HANNIBAL	MO	63401

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	SCOTT	07/28/25		MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
------	-------------	---------	-----	-----------	-------------

- Western 8'6 MP3 ELECTRIC Pro Plus snowplow
w/Ultra Mount.

NOTES The price and terms on this quotation are not 1.00 EA 0.00 0.00

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spillage and material must be of suitable quality to facilitate efficient production. Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller. Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.

Prepared By: sboyer@vikingcivesmidwest.com

Memo:

Customer must fill out the Information below before the order can be processed.

Sub-Total	59,535.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	59,535.00

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts. NET 30 days

*Please note if chassis is furnished. It is as a convenience and terms are Net Due on Receipt of Chassis

**Andrew Dorian
Interim 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: 7/17/2025

RE: 1 Ton Truck Purchase

The Hannibal Street & Parks Department recently solicited bids/quotes for the purchase of two 1 ton trucks.

Joe Machens Ford currently has the State Bid and we also requested a bid from our local Tom Boland Ford dealership;

Joe Machens Ford (State Bid),	\$55,215/per truck
Tom Boland Ford	\$52,219/per truck

Staff will also be working on a separate bid to outfit both trucks with dump beds and snow plow equipment, that purchase approval will be presented to Council at a later date.

Staff recommends accepting the low bid from Tom Boland Ford.

Those costs will be split between the two departments and both trucks were included in the FY 2025-2026 Budget.

The Hannibal Streets and Parks Department recommends the purchase of two 1 ton F350 Regular Cab Chassis Trucks at \$52,219/per truck.



Preview Order 0711 - F3H 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 07/11/2025 08:51:25 Receipt: NA

Dealership Name: Tom Boland Ford, Inc

Sales Code: F53373

Dealer Rep.	SCOTTY HOUSER	Type	Fleet	Vehicle Line	Superduty	Order Code	0711
Customer Name	CITY HANNIBAL	Priority Code	H1	Model Year	2026	Price Level	620

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F350 4X4 CHASSIS CAB DRW/145	\$55530	SNOW PLOW PREP PACKAGE	\$250
145 INCH WHEELBASE	\$0	JOB #1 ORDER	\$0
OXFORD WHITE	\$0	SPARE TIRE AND WHEEL	\$350
VINYL 40/20/40 SEATS	\$0	TRAILER BRAKE CONTROLLER	\$300
MEDIUM DARK SLATE	\$0	SIRIUSXM W/360L (3 MOS TRIAL)	\$0
PREFERRED EQUIPMENT PKG.640A	\$0	JACK	\$0
XL TRIM	\$0	40 GAL AFT OF AXLE FUEL TNR	\$0
AIR CONDITIONING -- CFC FREE	\$0	410 AMP DUAL ALTERNATOR	\$115
AM/FM STEREO MP3/CLK	\$0	DUAL BATTERY	\$210
7.3L DEVCT NA PFI V8 ENGINE	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
10-SPEED AUTO TORQSHIFT	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
LT245/75R17E BSW ALL-SEASON	\$0	FUEL CHARGE	\$0
4.30 RATIO LIMITED SLIP AXLE	\$385	NATIONAL FLEET INCENTIVE (56M)	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
FLEET ADVERTISING CREDIT	\$0	PRICED DORA	\$0
14000# GVWR PACKAGE	\$0	ADVERTISING ASSESSMENT	\$0
50 STATE EMISSIONS	\$0	DESTINATION & DELIVERY	\$2195

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

Tom Boland Ford
Selling Price: \$51,920

MSRP
\$59335
NA
\$59335

Doc Fee: + 299

ORDERING FIN: QA207 END USER FIN: QA207

TOTAL PER TRUCK: \$52,219.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

July 7th, 2025

State Contract # MC250182007

Fleet Order

Subject: Joe Machens Proposal: 2026 Ford F350, Regular Cab & Chassis, 4x4

To: Whom it May Concern;

As per the requested quote on a 2026 Ford F350, Joe Machens Ford proposes the following. This includes the factory standard options and others as noted below. This vehicle also has the standard options from the State Contract and other options as noted below.

Price – Dealer Code – Option, Included Equipment

\$62,135 – F3H – 2026 Ford F350 (F3H)

Regular Cab & Chassis

Dual Rear Wheels

4 Wheel Drive

6.7L Diesel Engine (99T)

60" cab to axle (145" wheelbase)

Automatic Transmission

Transmission PTO Provision

Standard Rear Axle

Standard GVWR

Standard Air Bags

4 wheels ABS brakes

AM/FM Radio

Air Conditioning & Heat

Power Windows, Locks, Mirrors & Fobs

All Season Tires

Cruise control and Tilt

Daytime Running Lights

2 sets of keys

Bluetooth

Vinyl Flooring

Vinyl Seats 40/20/40 (AS)

Optional equipment (Price – Dealer Code – Option) (included in Total below)

\$360 – X4L – Limited Slip Rear Axle

\$250 – 473 – Snow Plow Prep Pkg

\$350 – Spare Wheel and Tire

\$180 – TBM – LT245/75Rx17E BSW AT Tires in lieu of AS

\$115 – 67B – 410 Amp Alternator

\$0 – 65Z – 40 gal after axle fuel tank (standard)

\$0 – 66S – Uplifter Switches (std on Chassis Cab)

\$0 – Z1 – Exterior Color: Race Red

\$0 – AS – Interior: Vinyl Seats 40/20/40 Bench

\$200 – DEL – Delivery / Fees ...or...\$0 – Customer pick up

Total

\$63,590 (2026 Ford F350, Regular Cab & Chassis, 4x4, 60" cab to axle)

(Ordering is open!)

Other Options to be considered (Add to Total above if desired):

\$100 – 59H – Rear Center Mount High Stop Light

\$250 – 41A – Rapid Heat Supplemental Heater

\$200 – 43C – 120V/400W Outlet

\$300 – 52B – Trailer Brake Controller

\$420 – 872 – Rear Backup Camera Prep Pkg

(-\$9,000) – 99N – 7.3L V8 Gas Engine in lieu of 6.7L Diesel

\$440 – 18B – Running Boards

\$190 – 41H – Engine Block Heater

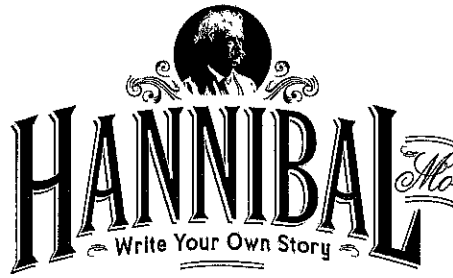
\$115 – 67B – 410 Amp Alternator

\$210 – 86M – Dual Batteries (Standard with diesel)



LINCOLN

Handwritten: \$ 55,215



MEMORANDUM

TO: Mayor McCoy and City Council Members

FROM: Janice Magruder, Collector

DATE: July 28, 2025

SUBJECT: 2025 Ad Valorem Property Tax Levy

The Marion and Ralls County Assessors have provided notice of the 2025 aggregate assessed values to the City and the Missouri State Auditor. The State Auditor's review of submitted data determined the 2025 tax rate ceiling for the City's taxing entities will be remained unchanged:

Taxing Entity	2024	2025
General Fund	0.7590	0.7278
Library	0.2854	0.2737
Police & Fire Retirement	0.1334	0.1279
TOTAL	\$1.1778	\$1.1294

The Ad Valorem Property Tax rate is based on every \$100.00 dollars of assessed values for both real and personal property taxes. The above table indicates the \$1.1294 total; the General Fund receives approximately 72 cents of every \$100 of assessed value; with 27 cents going to the Library and 12 cents going to the Police and Fire Retirement Pension fund.

The State adjusts the rates to allow for inflation and increases in assessed values and depreciation. Any additional tax revenue to the City would solely occur from new construction and improvements. The following summary provides the assessed values for 2025:

Hannibal - Marion & Ralls

2025 Aggregate Assessed Valuation

Class	Marion	Ralls	Total
Residential Real Estate	129,333,470	1,167,490	130,500,960
Agricultural Real Estate	101,800	1,270	103,070
Commercial Real Estate	65,134,580	16,414,960	81,549,540
Personal Property	55,174,620	18,641,280	73,815,900
Loc. Assess RR & Util R.E.	139,480	15,160	154,640
Loc. Assess RR & Util Per. Prop.	38,410		38,410
State Assess RR & Util R.E.	2,923,604	484,770	3,408,374
State Assess RR & Util Per. Prop.	1,124,826	164,757	1,289,583
Total	253,970,790	36,889,687	290,860,477
Total Attributed to New Constr. & Improvements R.E. (included above)	813,310	841,030	1,654,340

SUMMARY 2025

Real Property (all sources above)	197,632,934	18,083,650	215,716,584
Personal Property (all sources above)	56,337,856	18,806,037	75,143,893
Total 2025	253,970,790	36,889,687	290,860,477

PRIOR YEAR (2024)

Real Estate Property	177,758,886	17,727,583	195,486,469
Personal Property	52,484,743	17,094,243	69,578,989
Total 2024	230,243,629	34,821,826	265,065,455

Increase in valuation 2025 from 2024 25,825,022

The increase in valuation for 2025 will offset the decrease in the 2025 tax levy resulting in an increase in tax revenue. The crud **estimate** of increase from 2024 taxes would be between \$71,000 and \$96,000.

BILL NO. 25-061

ORDINANCE NO.

FIRST READING: 08.05.2025

SECOND READING:

**AN ORDINANCE OF THE CITY OF HANNIBAL FIXING AND ADOPTING
THE RATE OF TAXATION FOR THE YEAR OF 2025 AND LEVYING TAXES
THEREFORE**

WHEREAS, the City of Hannibal annually sets and affixes the ad valorem rate of taxation to be levied upon all real property and tangible personal property located within the City of Hannibal, Counties of Marion and Ralls, State of Missouri, subject to taxation, and

WHEREAS, based on the Missouri State Auditor's Office determination, the maximum taxation rate allowable per \$100 of assessed valuation has been computed to be:

- **General Fund** **\$0.7278**
- **Hannibal Free Public Library** **\$0.2737**
- **Police & Firemen's Retirement Fund** **\$0.1279**

for a combined total of **\$1.1294**

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

SECTION ONE: That the following general, special and annual municipal taxes are hereby levied for the year 2025, and upon all real property and tangible personal property within the Counties of Marion and Ralls, State of Missouri, subject to taxation, to-wit:

FIRST: A tax for general municipal purpose of .7278/100 dollars (\$0.7278) on the One Hundred Dollars (\$100.00) valuation, as authorized by Article 10, Section 11, Constitution of the State of Missouri, and Section 94.340 Revised Statutes of Missouri, 1978.

SECOND: A Special Tax for the purpose and benefit of the Hannibal Free Public Library of said City of .2737/100 dollars (\$0.2737) on the One Hundred Dollars (\$100.00) valuation, voted by the majority vote of the citizens of the City of Hannibal on June 9, 1964, in pursuance of Section 182.140 as amended, Revised Statutes of Missouri, 1978, as amended at the General Election April 4, 1989 which a \$0.30 special tax was approved.

THIRD: A Special Tax for the purpose and benefit of the Policemen's and Firemen's Retirement (Pension) Fund of the City of Hannibal .1279/100 (\$.1279) on the One Hundred Dollars (\$100.00) valuation as authorized at the General

Election of the City of Hannibal, May 6, 1947, as amended at the General
Election of the City of Hannibal, May 1, 1956.

SECTION TWO: All ordinances or parts of ordinances in conflict herewith are
hereby repealed.

SECTION THREE: This ordinance shall be effective immediately upon its adoption
and approval.

Adopted this ____ day of _____, 2025.

Approved this ____ day of _____, 2025.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk



CITY OF HANNIBAL

DEPARTMENT OF PUBLIC WORKS

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: RHONDA STEVENSON, DPW MANAGEMENT ASSISTANT
SUBJECT: NORA CREASON – 210 & 214 N 5th STREET – REZONE REQUEST
DATE: JULY 18, 2025

An application has been received from Nora Creason to rezone the properties at 210 and 214 North 5th Street from B-Multiple Family to E-Commercial.

The Planning and Zoning Commission held their public hearing on July 17, 2025 and is requesting that City Council set their public hearing Tuesday, August 19, 2025, at 6:45 P.M.



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

July 16, 2025

Mayor McCoy and Council:

The Missouri Department of Transportation in conjunction with the US Department of Transportation is conducting their annual Drive Sober or Get Pulled Over Enforcement Campaign. The Hannibal Police Department has been awarded \$1,500 in overtime funding to pay for enforcement activities between August 15th and September 1st. This enforcement will be focused on locating impaired drivers on our roadway by means of visible enforcement. These grants which are administered by the Missouri Safety Center, provide funding for officers to conduct outside their regular duties. I request the council to authorize the mayor to execute the subaward agreement with the University of Central Missouri (Missouri Safety Center).


Respectfully,

A handwritten signature in black ink, appearing to be "J. Nacke", written in a cursive style.

Jacob Nacke
Chief of Police

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

University of Central Missouri
Subaward Agreement: Drive Sober or Get Pulled Over Enforcement Campaign

Pass-Through Entity (PTE): University of Central Missouri – Missouri Safety Center		Subrecipient: Hannibal Police Dept.	
PTE Principal Investigator: Joanne Kurt-Hilditch, Director, Missouri Safety Center		Subrecipient Principal Investigator (PI): Hannibal Police Dept.	
PTE UEI Number: J5HWZ6H6UAK5		Subrecipient UEI Number: FVNXW9DB6LZ3	
PTE FEIN: 44-6000293		Subrecipient FEIN: 43-6001552	
Subaward Number: SAF227-0139	Assistance Listing: 20.607	State Awarding Agency: MO Dept. of Transportation – Highway Safety & Traffic	
PTE State Award No: 25-ENF-03-078		Federal Awarding Agency: US Department of Transportation	
Project Title: Enforcement – Drive Sober or Get Pulled Over Enforcement Campaign			
Subaward Period of Performance: Award Start: 08/15/2025 Award End: 09/01/2025		Subaward Type: Reimbursable	
		Subaward Value: \$1500	
Signature of Authorized Official of PTE (UCM): 		Signature of Authorized Official of Subrecipient (Agency):	
Printed Name: Sarah Craig Date: 10/1/2024		Printed Name: Date:	
Title: Director, Sponsored Programs & Research Integrity		Title:	
UCM Project Address: Missouri Safety Center Attn: Enforcement Coordinator Dockery Building, Suite 112 Warrensburg, MO 64093 Phone: 660-543-4392 Fax: 660-543-4078 Email: mscenforcements@ucmo.edu		Signature of Enforcement Administrator of Subrecipient:	
		Printed Name: Date:	
		Agency Address:	
		Agency Phone:	
		Agency Email:	
TERMS & CONDITIONS:			
The parties to this contract do mutually agree to the following terms and conditions as outlined in this document and corresponding attachments, including the prime award and any prime award amendments.			
1. Reimbursable Award: The University of Central Missouri (UCM) hereby awards a cost reimbursable contract of up to \$1500 to the Hannibal Police Dept. to support officer overtime on the Drive Sober or Get Pulled Over Enforcement Campaign . In its performance of work under the terms of this agreement, Agency shall be an independent entity and not an employee or agent of UCM.			
2. Certifications: By checking the below certifications, you are agreeing to compliance with certifications outlined in the Primary Award Agreement (Attachment B).			
<input type="checkbox"/> Our agency certifies that it follows <i>Section XX Drug Free Workplace Act of 1988 (41 U.S.C. 8103)</i> . <input type="checkbox"/> Our agency certifies that it complies with <i>XXXI Certification of Conflict of Interest Conditions</i> . <input type="checkbox"/> Our agency certifies that it complies with the <i>Hatch Act (5 U.S.C. 1501-1508)</i> . <input type="checkbox"/> Our agency certifies that it complies with <i>XXII Certification Regarding Federal & XXIII Restrictions on State Lobbying</i> . <input type="checkbox"/> Our agency certifies that it complies with <i>XXIV Certification Regarding Debarment and Suspension</i> . <input type="checkbox"/> Our agency certifies that it complies with <i>XXVI Prohibition on using grant funds to check for Helmet usage</i> .			

Subaward Number: SAF227-0139

3. Reporting and Monitoring Requirements: All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Agency.

The Agency shall permit monitoring by the State or appropriate federal agency representatives and comply with such reporting procedures as may be established by the State. The Agency shall maintain all related records for three years following the end date of this contract. Record retention is required for purposes of Federal examination and audit. All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work and contract. By signing this form, Agency agrees to abide by the terms set forth in the statement of work.

4. Revisions and Amendments: Matters concerning the technical performance of this agreement, not cost extensions, a request or negotiation of any changes in terms, conditions, or amounts should be directed to the UCM principal investigator, as noted in this contract. Any changes made to this agreement require the written approval of each party's Authorized Official.

5. Indemnification: Each party shall be responsible for damages resulting from the wrongful or negligent acts or omissions of each respective party's employees, agents, and/or representatives for risks, losses, and circumstances occurring during or arising out of the scope of work in this agreement. University of Central Missouri does not waive its sovereign immunity as provided by RSMo Section 537.600, nor did any of the protections afford it as a quasi-public body of the State of Missouri. The University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provision of RSMo Section 537.600.

6. Non-Supplanting Certification: The agency affirms that the federal funds will not be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt of federal funds. Only eligible officer overtime will be reimbursable through this contract.

7. Project Description & Total Amount of Federal Pass-Through to PTE:

Through management of the DWI overtime enforcement campaigns, provide targeted law enforcement agencies with the resources to fund full, part-time and reserve officer overtime pay for their DWI enforcement and special mobilization efforts. These resources will be in the form of sub-award grants to law enforcement agencies identified by Missouri's Department of Transportation - Highway Safety Traffic Division (HSTD). The total amount of the Federal pass-through funding to PTE is \$470,526.81.

8. Termination of Agreement for cause: Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's principal investigator. If applicable, the University shall pay Agency for termination costs as allowable under OMB 2 CFR Parts 200 and 1201.

9. Governing law: This Agreement shall be interpreted under and governed by the laws of the State of Missouri.

10. Attachments:

Attachment A: Statement of Work and Notice of Eligibility

Attachment B: Primary contract between the Missouri Highways and Transportation Commission & University of Central Missouri/Missouri Safety Center. Attachment B is also available electronically, with any amendments, through a shared folder.

Attachment C: Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (Appendix A to Part 1300)



Attachment A: Statement of Work and Notice of Eligibility Drive Sober or Get Pulled Over Enforcement Campaign

The Highway Safety & Traffic Division -- Missouri Department of Transportation (MoDOT) has identified **Hannibal Police Dept.** as eligible to participate in the **Drive Sober or Get Pulled Over Enforcement Campaign**. Those officers conducting Standardized Field Sobriety Testing **MUST** have 24 hours of SFST training to participate in Grant Funded Enforcement efforts. Full-time, part-time and reserve officers are eligible to participate in overtime enforcement campaigns. Part-time and reserve officers must have the same authority as a full-time permanent officer.

Through the University of Central Missouri Subaward Agreement (here after referred to as Subaward Agreement), a maximum reimbursable amount of **\$1500** has been designated for actual officer overtime salary and fringe benefits dedicated to enforcement activities during this enforcement campaign.

Participation in **Drive Sober or Get Pulled Over Enforcement Campaign** requires your agency to:

1. Complete the sections of the University of Central Missouri Subaward Agreement:
 - TWO DIFFERENT (required) signatures. These are typically the Chief, Sheriff or Authorized Official AND the Enforcement Administrator for your agency.
 - Agency Contact Information to include: Address, Phone and Email
2. The TWO signatures on the submitted Subaward Agreement must match the two required signatures on the Overtime Enforcement Manpower Report Form. If the signatures are different a memo must be included with the Overtime Enforcement Manpower Report Form explaining the reason for the difference.
 - Therefore, if the person who signed as the Authorizing Official on the Subaward Agreement also works the enforcement campaign a different authorizing official would need to sign the Overtime Enforcement Manpower Report Form then a memo must be submitted explaining the reason for the difference in signatures between the Subaward Agreement and the Overtime Enforcement Manpower Report Form. The Authorizing Official cannot certify/approve THEIR-OWN hours worked.
3. The **Enforcement Coordinator** requests that signed Subaward Agreement are returned no later than August 8, 2025 by:
 - Scan then Email to: mscenforcements@ucmo.edu or
 - Fax to: 660-543-4078
4. Upon receipt of the completed Subaward Agreement, your agency will receive an *email message* from **Enforcement Coordinator** which will include the following enforcement documents:
 - Pre and Post News Release Examples
 - Overtime Enforcement Manpower Report Form
 - Enforcement Reimbursement Check List
 - Highway Safety Campaign Letter to include the On-Line Mobilization Reporting Instructions
5. Upon campaign completion below items must be completed and submitted to the Missouri Safety Center **NO LATER THAN October 3, 2025**. Reports submitted after **October 3, 2025** may **not** be reimbursed:
 - Missouri Safety Center - Overtime Enforcement Manpower Report Form
 - Signatures on Subaward Agreement **MATCH** signatures on Manpower Report, if not, a memo indicating why the signatures are different
 - Copies of the salary earnings or salary verification statement showing that the individual(s) who worked the enforcement received payment. This should be an **agency generated payroll report** to include a check date
 - Online reporting of citations has been submitted to Highway Safety (<https://mobilization.rejis.org/>)

**On behalf of the Missouri Department of Transportation's Highway Safety & Traffic Division and the Missouri Safety Center,
we appreciate your willingness to assist in making our roadways safer for all.**

RESOLUTION NO. 2562-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND THE UNIVERSITY OF CENTRAL MISSOURI – MISSOURI SAFETY CENTER.

WHEREAS, the Hannibal Police Department promotes safety on the roadways by means of traffic enforcement; and

WHEREAS, the Missouri Safety Center at the University of Central Missouri is responsible for administering funds allocated by the Missouri Department of Transportation and US Department of Transportation; and

WHEREAS, The Hannibal Police Department has been awarded \$1,500 for the Drive Sober or Get Pulled Over Enforcement Campaign.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL MISSOURI

SECTION ONE: That the Mayor is hereby authorized to execute the attached subaward agreement between the University of Central Missouri, Missouri Safety Center, and the City of Hannibal.

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

ADOPTED THIS 5TH DAY OF AUGUST, 2025.

APPROVED THIS 5TH DAY OF AUGUST, 2025.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk



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

07/31/2025

Dear Mayor McCoy and Members of Council,

In October 2024 I was able to apply for the Local Law Enforcement Block Grant (LLEBG) funded by the US Department of Justice and administered by the Missouri Department of Public Safety. The grant gives annual awards of up to \$10,000 at no cost to recipients for equipment used to combat crime and increase officer safety. We were able to apply for the grant and were awarded \$9,366.90 for the purchase of new ballistic helmets. The subaward agreement was brought before council in May and was executed by the Mayor.

In July 2025 we went out for sealed bids for ten ballistic helmets pursuant to the grant. We received one bid from Templar Tactical and Outdoors in Chesterfield Missouri. The bid contained three pricing options as listed below:

TW-EPIC-S-HC	\$9,950	Designed for tactical teams
TW-EPIC-P-HC	\$7,600	Designed for mobile field force teams (riot control)
TW-EPIC-RP-HC	\$6,700	Designed for patrol response

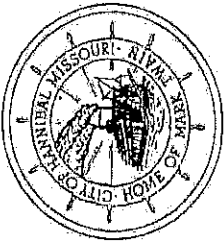
Two models, while meeting the weight and ballistic requirements are not primarily designed for tactical teams. The item (TW-EPIC-S-HC) for \$9,950 represents the best bid option for current and future needs of the department. The grant will cover \$9,366.90 with the remaining \$583.10 coming from the police department budget.

I am requesting council approval for bid acceptance and purchase approval for ten Team Wendy TW-EPIC-S-HC helmets from Templar Tactical at a price of \$9,950.00

Respectfully,

Jacob Nacke
Chief of Police

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



CITY OF HANNIBAL, MISSOURI BID TABULATIONS

Project Number: HELMETS

Project Description: #10 BALLISTIC HELMETS

Bid Opening Date: JULY 31ST 2025

Bid Opening Time: 9:00 A.M.

Bidder	Bid Amount	Addendum No. 1 & 2
Templar	9,950.00	
TW-EPIC-S-HC TW-EPIC-P-HC	7,400.00	
TW-EPIC-RR-HC	6,700.00	

7/30/25 9:00AM

Date/Time

Melissa Cogdal, City Clerk



Bid Summary

Option	Model Name/Description	Color	Shell Weight	Protection Level	Warranty	Unit Price	Extended Price	NDAA Compliant
1	<p>TW-EPIC-S-HC</p> <p>Team Wendy EPIC™ Specialist High-Cut Ballistic Helmet, Size: L</p> <p>Includes: Team Wendy Epic Air Fit Suspension, Team Wendy Cam Fit Dial, Boltless NVG Mount, Velcro Set, Bungee Hooks, and No Thru-Hole Rail System</p>	Ranger Green	2.01 lbs.	Level IIIA	10 years	\$995	\$9950	Yes
2	<p>TW-EPIC-P-HC</p> <p>Team Wendy EPIC™ Protector High-Cut Ballistic Helmet, Size: L</p> <p>Includes: CAM FIT™ Dial Retention, EPIC Air® Fit Liner System, Front Cover Plate & Rails</p>	Ranger Green	2.01 lbs.	Level IIIA	10 years	\$760	\$7600	Yes
3	<p>TW-EPIC-RP-HC</p> <p>Team Wendy EPIC™ Responder Plus High-Cut Ballistic. Size: L</p> <p>Includes: Team Wendy Epic Air Fit Suspension, and Team Wendy Boltless CAM FIT Retention System</p>	Ranger Green	2.01 lbs.	Level IIIA	10 years	\$670	\$6700	Yes

**All prices include shipping/freight. **



Detailed Descriptions and Specifications

Please find the individual spec sheets for each option enclosed as attachments:

- Attachment A: Option 1 Spec Sheet
- Attachment B: Option 2 Spec Sheet
- Attachment C: Option 3 Spec Sheet
- Attachment D: Warranty Sheet

Company Information & Point of Contact

Business Name: TAT Outdoors LLC

Federal Tax ID: 99-4667180

CAGE Code / SAM Registration: 10MP2

Point of Contact:

Name: Tyler Hall

Phone: (314) 537-5190

Email: thall@templartacticalandoutdoors.com

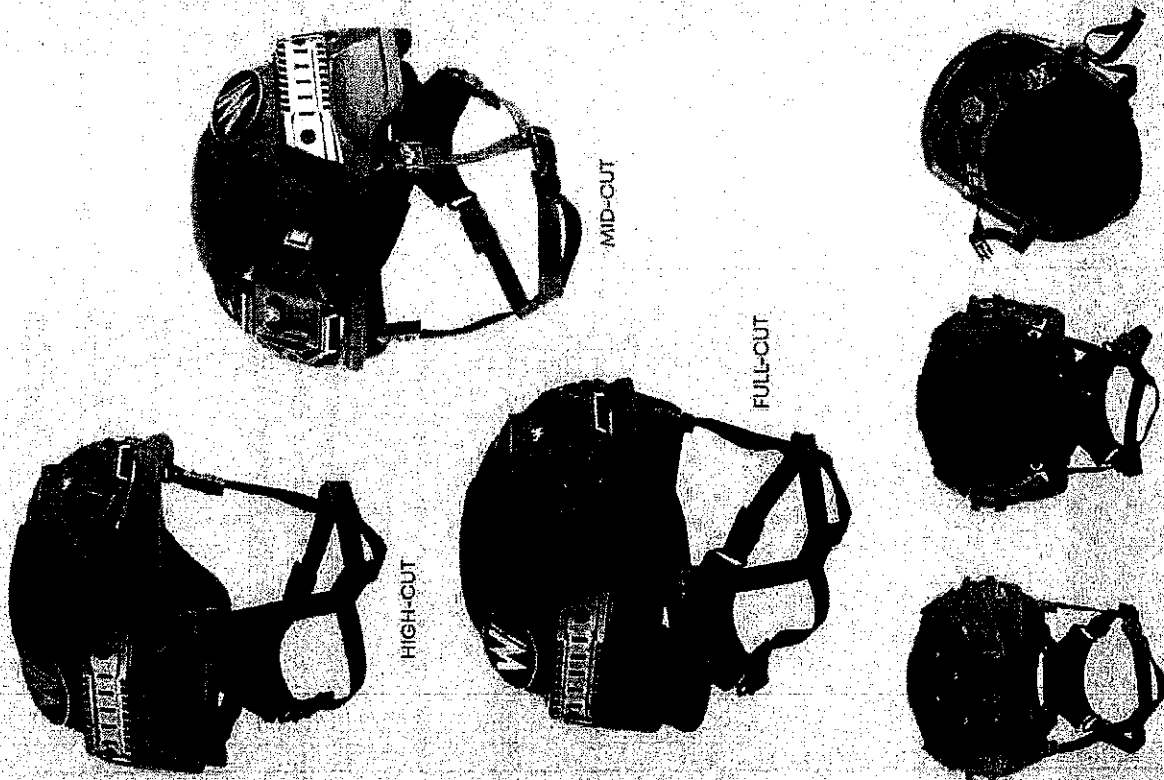
We appreciate the opportunity to support the Hannibal Police Department and look forward to your review. Should you have any questions or require additional documentation, please do not hesitate to contact us.

Respectfully,

Tyler Hall

Partner/IT Director

A handwritten signature in black ink, appearing to be "TH", with a long horizontal line extending to the right.



EPIC™ SPECIALIST

The EPIC™ Specialist Ballistic helmet features exceptional performance and is substantially lighter than the ACH. It offers premium comfort and comes configured with the Team Wendy CAM-FIT™ Dial Retention, EPIC Air™ Fit liner system, side accessory rails, Velcro™ shock cords and NVG shroud.

PERFORMANCE STANDARDS

- > NIJ IIIA (according to NIJ STD 0106.01/0308.01)
- > 9mm BFD < 25.4 mm
- > 17gr V, ≥ 2540 ft/s (780 m/s)
- > Meets ACH Gen II Blunt Impact (AR/PPD 1401) and AEP 2902 clause 4.1.1; Method H

WEIGHT

Complete system weight includes helmet shell, CAM-FIT™ retention, EPIC Air™ Fit liner, side accessory rails, Velcro™ shock cords and NVG Shroud.

FULL-CUT

Shell:

- > Small 2.11 lbs (0.96 kg)
- > Medium 2.17 lbs (0.98 kg)
- > Large 2.42 lbs (1.10 kg)
- > XL 2.62 (1.19 kg)

Complete System:

- 2.91 lbs (1.32 kg)
- 2.97 lbs (1.35 kg)
- 3.23 lbs (1.47 kg)
- 3.44 lbs (1.55 kg)

HIGH-CUT

Shell:

- > Small 1.84 lbs (0.84 kg)
- > Medium 1.9 lbs (0.86 kg)
- > Large 2.01 lbs (0.91 kg)
- > XL 2.26 lbs (1.02 kg)

Complete System:

- 2.64 lbs (1.20 kg)
- 2.7 lbs (1.22 kg)
- 2.82 lbs (1.28 kg)
- 3.08 (1.40 kg)

* Mid-Cut available as special request

SIZING

(S)

(M)

(L)

(XL)

Head Circumference (cm)

52-54

57-60

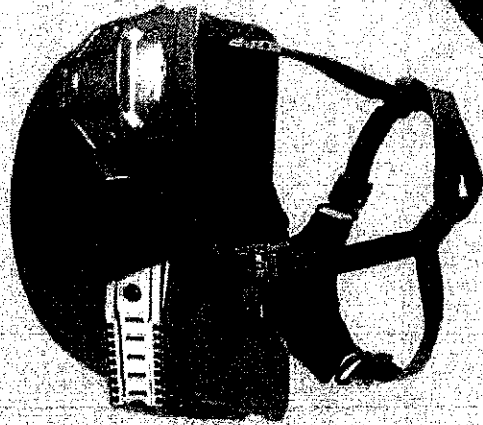
60-64

Head Circumference (in)

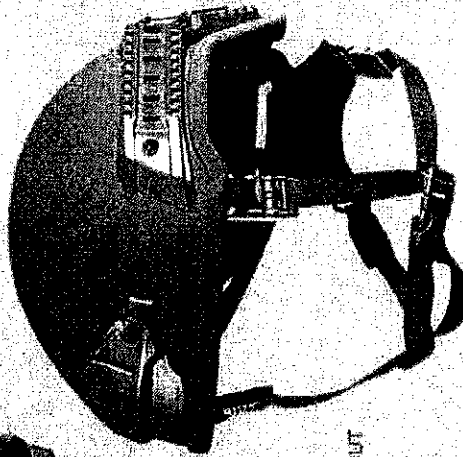
20.5-21.25

22.5-23.5

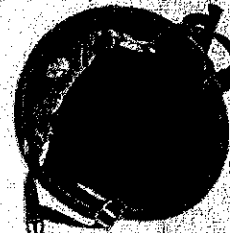
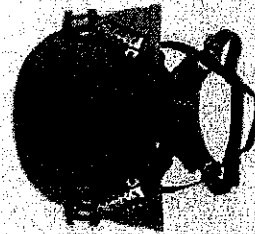
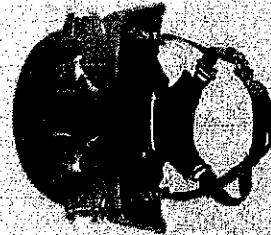
23.6-25.2



FULL-CUT



HIGH-CUT



EPIC™ PROTECTOR

The EPIC™ Protector Ballistic helmet features exceptional performance and is substantially lighter than the ACH. It offers premium comfort and comes configured with the Team Wendy CAM-FIT™ Dial Retention, EPIC Air Fit liner system, side accessory rails and front cover plate.

PERFORMANCE STANDARDS

- > NIJ III-A (according to NIJ STD 0106.01/0108.01)
- > 9mm BFD < 25.4 mm
- > 17gr V₀ ≥ 2550 f/s (780 m/s)
- > Meets ACH Gen II Blunt Impact (AR/PD 1401) and AEP 2902 clause 4.1.1 Method H

WEIGHT

Complete system weight includes helmet shell, CAM-FIT retention, EPIC Air Fit liner, rails, Velcro and front cover.

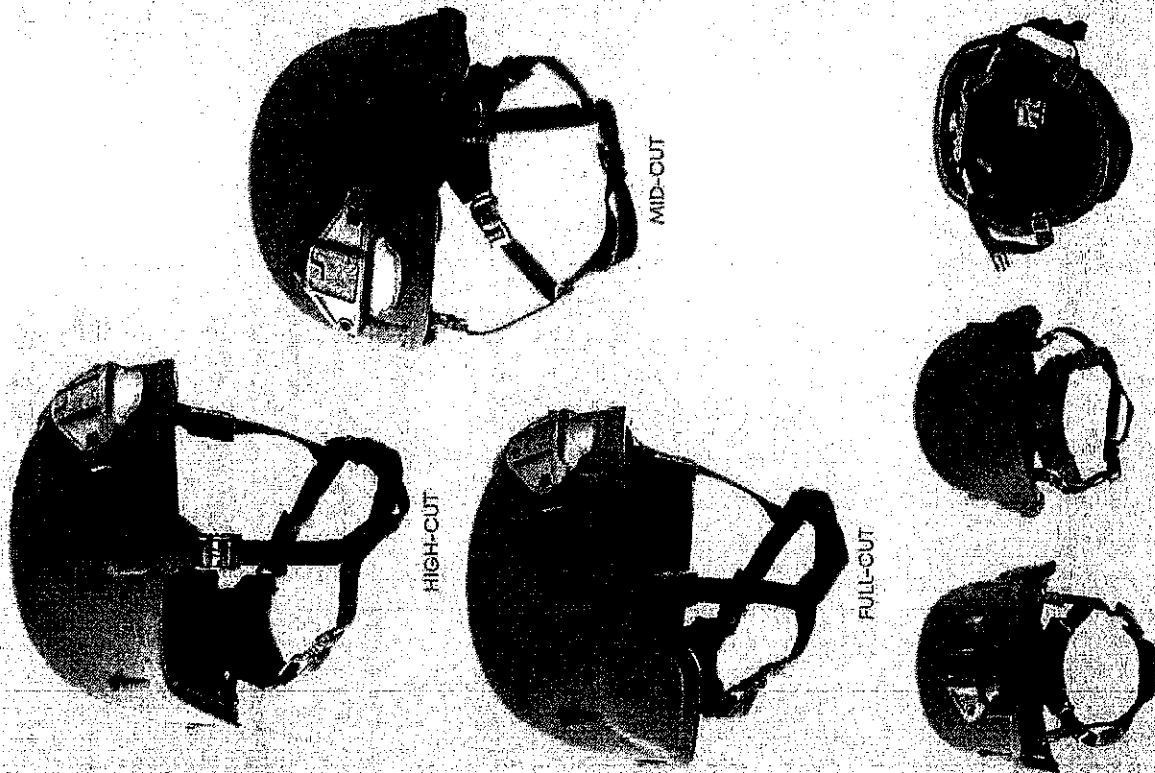
FULL-CUT		Shell:	Complete System:	
>	Small	2.11 lbs (0.96 kg)	2.8 lbs (1.27 kg)	
>	Medium	2.17 lbs (0.98 kg)	2.86 lbs (1.30 kg)	
>	Large	2.42 lbs (1.10 kg)	3.12 lbs (1.42 kg)	
>	XL	2.62 (1.19 kg)	3.33 lbs (1.51 kg)	

HIGH-CUT		Shell:	Complete System:	
>	Small	1.84 lbs (0.84 kg)	2.53 lbs (1.15 kg)	
>	Medium	1.9 lbs (0.86 kg)	2.59 lbs (1.17 kg)	
>	Large	2.01 lbs (0.91 kg)	2.71 lbs (1.23 kg)	
>	XL	2.26 lbs (1.02 kg)	2.97 lbs (1.35 kg)	

* Mid-Cut available on special request

SIZING

	(S)	(M)	(L)	(XL)
Head Circumference (cm)	52-54	54-57	57-60	60-64
Head Circumference (in)	20.5-21.25	21.25-22.4	22.5-23.5	23.6-25.2



TEAM WENDY® EPIC™ RESPONDER PLUS

The TEAM WENDY® EPIC® Responder Plus ballistic helmet, designed for patrol officers, features exceptional performance and is substantially lighter than the ACH. It offers maximum adjustability and comes configured with Team Wendy's CAM-FIT® BOA Dial retention, EPIC Air® Fit liner system and front cover plate.

PERFORMANCE STANDARDS

- > NIJ IIIA (according to NIJ STD 0106.01/0108.01)
- > 9mm BFD < 25.4 mm
- > Trgr V₅₀ ≥ 2560 f/s (780 m/s)
- > Meets ACH Gen II Blunt Impact (AR/PD 14.01) and AEP 2902 clause 4.1.1 Method H

WEIGHT

Complete system weight includes helmet shell, CAM FIT® Retention, EPIC Air® Fit Liner and front cover.

FULL-CUT		Shell:	Complete System:
>	Small	2.11 lbs (0.96 kg)	2.64 lbs. (1.20 kg)
>	Medium	2.17 lbs (0.98 kg)	2.70 lbs. (1.22 kg)
>	Large	2.42 lbs (1.10 kg)	2.96 lbs. (1.34 kg)
>	XL	2.62 lbs (1.19 kg)	3.17 lbs. (1.44 kg)

* Mid-Cut & High-Cut available as special request

SIZING

	(S)	(M)	(L)	(XL)
Head Circumference (cm)	52-54	54-57	57-60	60-64
Head Circumference (in)	20.5-21.25	21.26-22.4	22.5-23.5	23.6-25.2



EPIC™ BALLISTIC RANGE WARRANTY

Warranty return policy applies only to orders placed on TeamWendy.com. For items purchased through a dealer, please contact them to coordinate your Team Wendy product warranty claim.

EPIC™ BALLISTIC RANGE WARRANTY STATEMENT:

Team Wendy will offer a limited warranty on your ballistic helmet(s) against any defect in materials or workmanship and will repair or replace the product at no charge per the below terms. This excludes normal wear and tear and does not cover any product that has been damaged due to misuse, abuse, improper storage, or the user replacing Team Wendy accessories to non-Team Wendy accessory components.

- Ballistic package – up to ten (10) years from date of delivery
- Liner, retention, accessory rails, and shroud – up to one (1) year from date of delivery
- Exterior coating (paint) – up to one (1) year from date of delivery if the helmet has not been otherwise painted in that timeframe

Team Wendy will determine whether the helmet, to include associated components, is defective and has sole discretion to determine whether to repair or replace the helmet or associated components. Altering the helmet and associated components in any way not previously authorized by Team Wendy will lead to voiding of the warranty.

To support your warranty claim, please email [warranty\[at\]teamwendy\[dot\]com](mailto:warranty[at]teamwendy[dot]com) with the following information:

- Picture(s) of the damaged EPIC™ ballistic helmet
- Description of what occurred to damage the helmet
- Proof of purchase
- EPIC™ ballistic helmet serial number (found on label inside of the helmet)
- Your full name
- Your phone number
- Your shipping address

ALL OTHER TEAM WENDY PRODUCTS:

Products not specifically noted above carry a one (1) year limited warranty against any defect from date of delivery. Team Wendy will repair or replace the product at no charge during that time. This excludes normal wear and tear in materials and workmanship.

RESOLUTION NO. 2561-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT ON
BEHALF OF THE CITY OF HANNIBAL'S TOURISM DEPARTMENT WITH FIREFLY
DRONE SHOW FOR A PERFORMANCE ON JUNE 6, 2026**

WHEREAS, the City of Hannibal's Tourism Department desires to host a drone light show as part of its community celebration of America 250 and 150th Anniversary of “The Adventures of Tom Sawyer” being published- written by Mark Twain, on June 6, 2026; and

WHEREAS, Firefly Drone Show has been identified as a qualified and experienced provider of drone entertainment services; and

WHEREAS, the City Council finds it in the best interest of the City of Hannibal's Tourism Department to enter into a contract with Firefly Drone Show for the provision of such services;

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

Section 1. The Mayor is hereby authorized to execute a contract on behalf of the City of Hannibal's Tourism Department with Firefly Drone Show for a drone light show to be held on June 6, 2026, subject to the terms and conditions set forth in the contract and supporting documents.

Section 2. The City Clerk is hereby directed to attest to the Mayor's signature and to affix the official seal of the City to said contract.

ADOPTED this 5th day of August 2025.

APPROVED this 5th day of August 2025.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

DRONE SHOWS SERVICES AGREEMENT

This Drone Shows Services Agreement (together with all exhibits and documents incorporated, this "**Agreement**") is made and entered on June 24th, 2025 ("**Effective Date**"), between Hannibal Convention & Visitors Bureau with offices located at 925 Grand Ave. Hannibal, MO 63401 ("**Client**"), and Firefly Drone Shows, LLC, a Michigan limited liability company with offices located at 1900 Opdyke Ct. Auburn Hills, MI 48326 ("**Firefly**"). Firefly and Client may, without distinction, be individually referred to as a "**Party**" and collectively as the "**Parties**".

1. Drone Show and Services.

(a) Subject to the terms of this Agreement, Firefly agrees to perform a drone show display or displays consistent with the Scope of Services attached as Exhibit A ("**Drone Show**").

(b) The performance of the Drone Show will start at the agreed upon time(s) if the launch site is secure and the conditions are safe to proceed as determined by Firefly in its sole discretion.

(c) The Parties agree that should unsafe conditions arise during the performance of the Drone Show, as determined by Firefly in its sole discretion, Firefly's Pilot in Command ("**PIC**") may halt the display. The PIC may resume the Drone Show if the PIC determines that safe conditions are restored.

(d) In the event the PIC determines that weather conditions require the postponement of the Drone Show, the Drone Show will be performed on the agreed upon rain date as specified on the Scope of Services attached as Exhibit A ("**Rain Date**"). If Firefly determines that weather conditions on the Rain Date require the cancellation of the Drone Show, the Client shall be required to pay Firefly Drone Shows 50% of the original invoiced amount.

(e) If Client wishes to change the scope or performance of the Drone Show, it must submit details of the requested change to Firefly in writing. Firefly will, within a reasonable time after such request, provide Client a written estimate of the time likely required to implement the change and any necessary variations to the fees and expenses arising from the changes.

(f) In full and final consideration for the services outlined above, Client agrees to pay Firefly the total amount of fees and expenses stated in the attached invoice ("**Invoice**") attached as Exhibit B.

(g) Client shall pay the Invoice by wire transfer, check, or credit card with 3.5% service fee. 50% of the total amount of the Invoice is due upon the signing of this Agreement. The remaining 50% of the total amount of the Invoice is due within 24 hours of the completion of the Drone Show.

(h) Upon completion of the Drone Show or if the Client cancels the Drone Show, Firefly will have 60 days to invoice ("**Additional Expense Invoice**") Client for any additional fees, costs, or expenses that the Client previously approved based on changes in scope or performance per Section 1(d) of this Agreement ("**Additional Expenses**"). The Client agrees to pay the Additional Expenses within 30 days of receiving any Additional Expense Invoice. Client will pay the full amount of the Additional Expense Invoice to Firefly by credit card or check made payable to Firefly Drone Shows, LLC to be delivered to Firefly's address provided in the first paragraph of this Agreement.

2. Client's Obligations.

(a) Client shall be solely and entirely responsible for the following obligations:

(i) Obtaining all necessary permissions from property owners, controllers, or authorized representatives required for the performance of the Drone Show at least seven days before the performance of the Drone Show.

(ii) Obtaining all necessary permits required by local governmental agencies at least seven days before the performance of the Drone Show.

(iii) Maintaining a safe operating area from which the Firefly crew will work, uninterrupted.

(iv) Securing the area of operation to ensure only individuals necessary to the operation ("**Participating Persons**") are allowed in the area of flight operations as designated by Firefly.

(v) Ensuring that only Participating Persons will be permitted within the perimeter of 500 feet from the area of primary flying.

(vi) Ensuring that none of the Client's employees, contractors, or representatives are operating a drone within 2500 feet of the Drone Show location during the performance of the Drone Show.

(b) Client, and its employees, representatives, and agents, must respond promptly to any Firefly request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Firefly to perform the Drone Show in accordance with the requirements of this Agreement.

(c) If Firefly's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its employees, representatives, and agents, Firefly shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, if arising directly or indirectly from such prevention or delay.

3. Cancellation.

(a) If Firefly is unable to perform the Drone Show due to (i) the Parties inability to obtain the requisite permissions to perform the Drone Show, (ii) the illness, injury, or death to its employees or personnel who are intended to pilot and coordinate the Drone Show, (iii) or due to the damage or destruction of Firefly's equipment prior to or during transit to the location of the Drone Show (each, an "Unforeseen Event"), and to the extent such Unforeseen Event was not directly caused by Firefly or its personnel, Firefly may cancel the Drone Show and any of its obligations under this Agreement by providing Client notice as soon as reasonably possible before the Drone Show. If a cancellation under this Section 3(a) is required, Firefly will provide Client a full refund of any amounts Client paid to Firefly at the time of cancellation.

(b) If Client cancels this Agreement more than 30 days before the scheduled date of the Drone Show, the cancellation fee will be 25% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the Drone Show from moving forward as scheduled.

(c) If Client cancels this agreement less than 30 days, but more than 72 hours before the scheduled date of the Drone Show, the cancellation fee will be 50% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.

(d) If Client cancels this agreement less than 72 hours before the scheduled date of the Drone Show, the Client shall pay Firefly the total amount of the Invoice, regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.

4. Statement of Compliance. Firefly complies with federal aviation law. In connection with these obligations, Firefly hereby represents and warrants to Client that Firefly is obligated by federal aviation law to conduct all aerial operations within the limitations stated in Federal Aviation Administration Waiver No: 107W-2020-00311 ("**Waiver**"). Client represents that nothing in this Agreement shall obligate Firefly to exceed or violate the terms of the Waiver.

5. Insurance. Firefly will provide Client a certificate of liability insurance for UAS flight-related aerial operations, naming Client as an additional named insured in an amount of at least one-million dollars USD (\$1,000,000.00) per occurrence. If the property at which the Drone Show is to be performed is not owned by Client, the Client shall notify Firefly of such, and the owner of such property shall be listed as an additional named insured as well.

6. Indemnification. Client shall defend, indemnify, and hold harmless Firefly and Firefly's agents and employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from (a) any inaccuracy in any representation or breach of any warranty of Buyer in this Agreement; (b) Client's gross negligence or willful misconduct in performing any of its obligations under this Agreement; (c) a material breach by Client of any of its representations, warranties, covenants, or agreements under this Agreement; or (d) any third-party claim based on, resulting from, or arising out of Client's conduct under this Agreement.

7. Intellectual Property. All intellectual property rights, including images, text, graphics, film, audio, audiovisual works, copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to the Drone Show, work product, and other materials that are delivered to or for Client under this Agreement shall be owned by Firefly.

8. Confidential Information.

(a) Confidential Information disclosed by either Party shall be used by the receiving Party solely for the purposes authorized by this Agreement, unless otherwise approved in advance and in writing by the disclosing Party.

(b) If the receiving Party is legally obliged to disclose any of the Confidential Information, the receiving Party shall promptly notify the disclosing Party so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement, at the disclosing Party's sole discretion.

(c) Under this Agreement, "**Confidential Information**" includes, but is not limited to, Firefly's operating procedures, operations manuals, and any documents marked "Confidential."

(d) Firefly shall be entitled to injunctive relief for any violation of this Section.

9. Representation and Warranty.

(a) Firefly represents and warrants to Client that it shall perform the Drone Show using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) In the event of a materially defective Drone Show, Firefly shall, in its sole discretion, either:

(i) Reperform the Drone Show; or

(ii) Credit or refund the price of the Drone Show at the pro rata contract rate.

(c) The remedies set forth in this section shall be Client's sole and exclusive remedy and Firefly's entire liability for any breach of the limited warranty set forth in this section.

(d) Except for the warranty set forth above, Firefly makes no warranty related to its services, including any (a) warranty of fitness for a particular purpose; or (b) warranty of title; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

10. Limitation of Liability.

(a) IN NO EVENT SHALL FIREFLY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT FIREFLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL FIREFLY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO FIREFLY PURSUANT TO THIS AGREEMENT.

11. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier

termination of this Agreement for 12 months after such expiration or termination; and (b) Sections 6, 7, 8, 9, 10, and 11 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of 24 months after such expiration or termination.

13. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Drone Show. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party.

14. Force Majeure. Firefly shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Firefly including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials, or telecommunication breakdown or power outage.

15. Severability. If any provision or portion of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the fullest extent permissible by applicable law so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Upon such determination that any term or other provision of this Agreement is invalid, unlawful, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16. Form of Written Notice. Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses that the receiving Party may designate from time to time in accordance with this Section.

17. Choice of Law. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed under the laws of the State of Michigan, without giving effect to any conflict of laws provisions thereof.

18. Cumulative Remedies. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.

19. Assignment. Neither Party may directly or indirectly assign, transfer, or delegate any of or all its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether such Party is the surviving entity), operation of law, or any other

manner, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be invalid.

20. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall grant to any other person or entity any legal or equitable right, benefit, or remedy of any nature under or because of this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

23. Waiver. No waiver of any right, remedy, power, or privilege under this Agreement (“**Right(s)**”) is effective unless in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.

24. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

25. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. the Parties may not amend this Agreement except by written instrument signed by the Parties.

26. Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[Signature Page Follows]

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

**HANNIBAL CONVENTION & VISITORS
BUREAU**

FIREFLY DRONE SHOWS, LLC

Name:
Its:

By: Kyle Dorosz
Its: President

EXHIBIT A
SCOPE OF SERVICES

Date(s) of Show Performance:	June 6th, 2026
Rain Date(s) of Show Performance:	June 7th, 2026 or mutually agreed upon rain date within 12 months of the original date.
Approximate Time of Show Performance:	~9:00pm
Location of Show Performance	39°42'19.3"N 91°21'24.4"W
Quantity of Drones Used Per Show:	500 Drones
Duration of Show Performance:	15 Minutes
Show Design Description:	The Drone Show will be comprised of stock show elements designed by Firefly Drones Shows with the addition of the custom elements as listed below: <ul style="list-style-type: none">- Creative TBD
Additional Specifications/Comments:	

EXHIBIT B
INVOICE

Firefly Drone Shows
1920 Opdyke Ct. STE 100
Auburn Hills, MI 48326
www.fireflydronesshows.com



Estimate

ADDRESS

Hannibal Convention &
Visitors Bureau
ATTN: Trisha O'Cheltree
925 Grand Ave.
Hannibal, MO 63401

ESTIMATE # 2103

DATE 06/12/2025

EXPIRATION DATE 08/01/2025

JOB NUMBER

150th Anniversary

ACTIVITY	QTY	RATE	AMOUNT
Drone Light Show - 500 Drones, 15 minutes - Date: June 6th, 2026 - Location: Hannibal, MO	1	80,000.00	80,000.00

Introductory Discount: 25%

SUBTOTAL 80,000.00

DISCOUNT 25% -20,000.00

TOTAL **\$60,000.00**

Included in Quote:

- 6 Custom Animations & Firefly's Stock Library (*additional customization billed at \$1,000 per formation)
- Custom Audio Design & Synchronization
- FAA Permitting, Airspace Authorization & Altitude Waiver
- Onsite Setup, Execution, and Teardown
- Project & Logistics Coordination

Accepted By

Accepted Date



City of Hannibal Council Chambers AV Project

From: Eric Graham, Director of IT

Date: July 29, 2025

Subject: Recommendation for AV System Vendor Council Chambers Upgrade

Purpose

The Hannibal IT Department received seven (7) sealed bids for the City Council Chambers AV Upgrade (See Attached sheet). Three (3) of these bids were outside of budget, and two (2) did not have local technical support and were ruled out based on response time in case of in-person technical support was needed.

This memo presents a comparative analysis of the two vendor bids that met all requirements for upgrading the AV system in the City of Hannibal Council Chambers, and provides a recommendation based on cost, delivery, features, and warranty.

Overview

Following a detailed review of the two bids for the Council Chambers AV system upgrade, this memo outlines the key findings and provides a recommendation based on cost, scope, delivery, and warranty considerations. Vendors Reviewed - TSI Global Companies, LLC - Tech Electronics, Inc.

Vendors Evaluated

- TSI Global Companies, LLC
- Tech Electronics, Inc.

Vendors Not Considered for Final Evaluation

AVL-SPL	Outside of Budget
E-Logic	Outside of Budget
CDS Technology	Outside of Budget
SIC System	Out of State for ongoing support
INA Display	Out of State for ongoing support Projectors don't meet specs

IT SUPPORT:

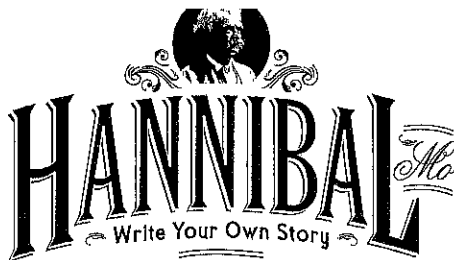
Email: Support@hannibal-mo.gov

Eric Graham	John Schweiss
Director of IT Services	Information Systems Technician
egraham@hannibal-mo.gov	jschweiss@hannibal-mo.gov
Extension: 357	Extension: 368

City of Hannibal 320 Broadway, Hannibal, MO 63401

P 573.221.0111 F 573.221.8191

www.hannibal-mo.gov

**Comparison Summary**

Criteria	TSI Global	Tech Electronics
Total Cost	\$49,860.40	\$46,987.00
Delivery Time	60 days	45-55 days
Microphones	10 Shure gooseneck + 2 wireless	10 gooseneck + 1 wireless
Projectors	2 Epson L690U (6,500 lumens)	2 Epson L690U (6,500 lumens)
Control System	QSC touch panel	Q-SYS touch panel with automation
Streaming Integration	Assumes customer PC	Includes USB I/O for YouTube
Warranty	1-year (equipment + labor)	1-year (materials only)
Installation Detail	Detailed (scaffolding, cable routing)	Less detail provided

Pros/Cons

TSI Global

Pros:

- Comprehensive scope with detailed installation plan (scaffolding, cable routing)
- Brand consistency using QSC components throughout
- 1-year system warranty includes both equipment and labor
- Transparent pricing with itemized equipment and labor costs
- Touch panel control for microphones, projectors, screens, and camera

Cons:

- Higher cost: \$2,873.40 more than Tech Electronics
- Longer delivery time: 60 days
- Less emphasis on streaming integration (relies on customer PC)

Tech Electronics

Pros:

- Lower cost: \$46,987.00 total bid
- Faster delivery: 45-55 days

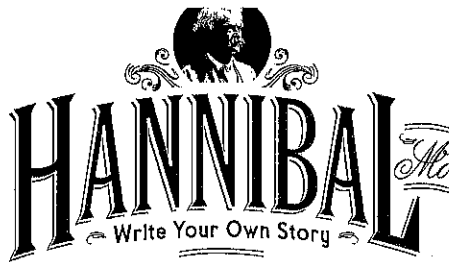
IT SUPPORT:Email: Support@hannibal-mo.gov

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- Modern AVoIP system for flexible video transport
- Includes USB I/O for direct YouTube streaming
- Touch panel includes automation and audio level control

Cons:

- 1-year material warranty only; labor warranty not included
 - Less detail on physical installation logistics
 - Extensive legal terms and disclaimers
-

Recommendation

Award the contract to Tech Electronics, Inc.

Rationale

- - Cost Savings: \$2,873.40 less than TSI Global.
- - Faster Delivery: Up to 15 days sooner.
- - Modern Features: AVoIP video transport and direct YouTube streaming.
- - Comparable Equipment: Same projectors and similar AV components.

While TSI Global offers a more detailed installation plan and a more comprehensive warranty, Tech Electronics provides better value through lower cost, faster implementation, and enhanced streaming capabilities.

Sincerely,

Eric Graham
Director of IT
City of Hannibal

IT SUPPORT:

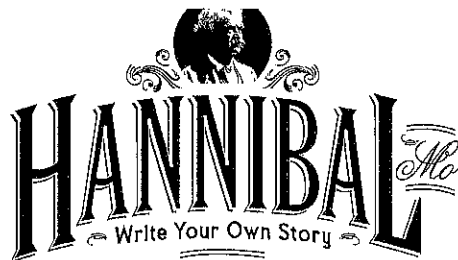
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Next Steps

- Present recommendation to City Council for review.
- Schedule council vote on AV system vendor selection.
- Notify selected vendor and initiate procurement process.
- Coordinate installation timeline and logistics.

IT SUPPORT:

Email: Support@hannibal-mo.gov

Eric Graham	John Schweiss
Director of IT Services	Information Systems Technician
egraham@hannibal-mo.gov	jschweiss@hannibal-mo.gov
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CITY OF HANNIBAL, MISSOURI
BID TABULATIONS

Project Number: AUDIOVIDEO

Project Description: AUDIO & VIDEO COUNCIL CHAMBERS

Bid Opening Date: JULY 25TH 2025

Bid Opening Time: 11:00 A.M.

Bidder	Bid Amount	Addendum No. 1 & 2
SIG Systems	59,968.45	
E-Logic	88,627.73	
INVA Display	39,804.58	
TSI Global	49,860.40	

7/25/25 11:09 AM
Date/Time

Melissa Cogdal, City Clerk



CITY OF HANNIBAL, MISSOURI
BID TABULATIONS

Project Number: AUDIOVIDEO Project Description: AUDIO & VIDEO COUNCIL CHAMBERS

Bid Opening Date: JULY 25TH 2025

Bid Opening Time: 11:00 A.M.

Bidder	Bid Amount	Addendum No. 1 & 2
AVI SPL	146,470.56	
Tech Electronics Inc.	46,987.00	
CDS Office	69,663.89	

7/25/25 11:09 AM
Date/Time


Melissa Cogdal, City Clerk

BID PROPOSAL

Hannibal City Hall Audio/Visual

Proposal of Tech Electronics, Inc. (hereinafter referred to as

"Bidder"), a Missouri Corporation/Partnership/Sole Proprietorship.
State (Strike-Thru)

1. The undersigned vendor proposes to furnish the City of Hannibal, Missouri and install the proposed audio visual equipment in accordance with the Invitation to Bid and the Specifications.

Bidder acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

TOTAL FOR AUDIO VISUAL EQUIPMENT AND INSTALLATION

\$ 46,987.00

Fourty-Six Thousand Nine Hundred and Eighty-Seven Dollars and 00/100.

Total in Words

Anticipated Delivery Time (in days) 45-55 days

2. For the above-stipulated equipment, each vendor shall include specifications, descriptive literature, a listing of options and warranty information to document compliance with the specifications. The equipment shall meet current safety standards, shall be of a new and current manufacture, and shall be furnished complete, serviced, and ready to use, FOB, Hannibal, MO.

3. In the case of a discrepancy between the Totals, the "Total in Words" will take precedence over the "Total in Figures". The bid will be awarded based on the Total bid amount.

4. The quoted price for the equipment shall include all costs for installation including the equipment, materials, options, labor, delivery charges, title preparation, and other administration costs.

Joseph Owsley - Account Manager

Contact Name

1406 Range Line St

Columbia

MO

65201

Address

City

State

Zip

(314) 730-4215

Telephone

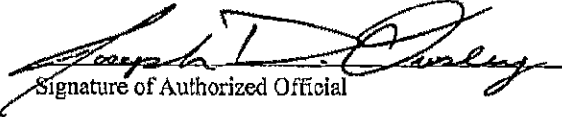
Fax Number

(573) 489-9674

Cell Number (If Applicable)

www.techelectronics.com
website address

joe.owsley@techelectronics.com
email address


Signature of Authorized Official

07/25/2025
Date Signed

Joseph Owsley Account Manager
Print or Type Name and Title



Price Valid Thru : 08/07/25

SUBMISSION

Page: 1

Date: 7/24/2025

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The Power of Connection and Protection*

John Schweiss
City of Hannibal
320 Broadway
Hannibal, MO 63401-4406

Project: City of Hannibal
City of Hannibal- New Project

email: jschweiss@hannibal-mo.gov

Tech Electronics of Columbia, Inc. (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:

AV System (Combined)

QuantityDescription

VIDEO

- 2 PowerLite L690U Laser Projector, WUXGA, 6500 Lumens, 3LCD - White
- 2 Projector Mount, Universal, Black
- 2 AV Decoder, 4KUHD Via IP, POE
- 1 AV Encoder, 4K UHD Via IP, POE
- 2 HDMI Patch Cable, 3'
- 1 HDMI Patch Cable, 6'

AUDIO & CONTROL

- 1 Unified Core with 24 Local Audio I/O Channels, 128x128 Total Network I/O Channels with 8x8 Software-Based Dante License Included, USB AV Bridging, Dual LAN Ports, POTS and VoIP Telephony, no GPIO, 16 Next-Generation AEC Processors, 1RU
- 1 Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting
- 1 Table Top Mounting Accessory For TSC-70W-G3 And TSC-101W-G3.
- 1 Q-SYS peripheral providing 4 low-voltage relay ports. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.
- 1 PTZ Network Camera, 12x Optical Zoom 80° Horizontal Field of View, PoE, with HDMI and SDI Output, Includes PTZ-WMB1 Wall Mount Bracket
- 1 Q-SYS PoE Bridging Endpoint for AV-to-USB Bridging, Delivers Driverless USB 2.0 Connection
- 1 AV Line M4250-10G2F-PoE+ 8x1G PoE+ 125W 2x1G And 2xSFP Managed Switch (GSM4212P), 10 Ports, Manageable, 3 Layer Supported, Modular, 2 SFP Slots, 125 W PoE Budget
- 1 Unbalanced Input Transformer
- 1 Cable, 3.5mm Stereo To Male To RCA Male Y, 6'
- 1 Drop Down Mount for Small PTZ Cameras, Long
- 10 15" Cardioid condenser gooseneck microphone, wide frequency response, low self-noise, ideal for broadcast

Please see last page of this submission for customer acceptance.

Tech Electronics of Columbia, Inc.

6437 Manchester Ave., St. Louis, MO 63139 . (573) 875-1516 . Fax:(573) 874-0055 . www.techelectronics.com



Price Valid Thru : 08/07/25

SUBMISSION

Page: 2

Date: 7/24/2025

0171396-01C

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- 1 WL Mic System, 300-500 Series Receiver, 470-558MHz, With Rack Kit
- 1 Microphone Desk Stand
- 1 Drop Pipe Camera Adapter
- 1 Suspended Ceiling Kit, Lightweight
- 1 Extension Column, 36"-60" Adjustable, Speed Connect
- 1 CAT6 Cable, Plenum, Blue, 23 AWG, 4 Pair, Non-Shielded, 500'
- 100 Cable, 1pr, 22awg, shld, Plenum, Wht, 1'

Scope of Work by Tech Electronics:

SCOPE OF WORK:

Audio & Control System

This solution will provide the The City of Hannibal with an updated audio and control system. The 10 existing microphones will be removed and replaced with new 15" table mounted gooseneck microphones. The existing microphone cabling will be reused. A new wireless handheld microphone with 8-12" adjustable mic stand will sit on top of an existing mobile lectern. A new DSP/control system and network switch will be installed in the rack. Audio will be deembedded from the main projector, fed into an audio transformer, then sent to the DSP over an audio line. Two new 6500 lumen projectors will replace the existing projectors and utilize the existing poles. A new AVoIP video transport system will be installed. One encoder will be installed at the OFE PC and one decoder at each projector. A new camera will be mounted in the ceiling with a drop-down pole mount. The camera will be mounted in the back of the room to the side of the projection screen so that the projector image has minimal effect on the camera image. The camera will provide a fixed image of the participants sitting at the dias. A networked USB I/O box will be mounted at the customers PC location to inject the camera and audio into the PC for streaming to the customers YouTube. A new tabletop touchpanel will replace the existing touchpanel for friendly user control of the system. The touchpanel will turn the system on/off (startup – turn projectors on, lower screens and unmute mics)(shutdown – turn projectors off, raise screens and mute microphones), individual microphone level, and program audio reinforcement level control.

TOTAL PURCHASE PRICE

\$46,987.00

Clarifications/Scope of Work by Others:

WARRANTY:

This Submission includes a one (1) year material warranty from the date of installation completion or first beneficial use by the End User Customer, whichever occurs first. Material warranty will be provided by Tech Electronics per our Submission's terms and conditions. Job-site labor warranty to be provided by the installing party/contractor. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.

All warranty work by Tech Electronics, Inc. to be performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed by Tech Electronics on a time and material basis as an extra to this Submission at Tech Electronics' current rate differential between the normal and overtime labor rates plus the minimum overtime

Please see last page of this submission for customer acceptance.

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 3

Date: 7/24/2025

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service call-out charges.

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

In the event Tech Electronics ("TECH") is awarded the bid, to the extent permitted by applicable laws, TECH reserves the right to negotiate customer's clauses, specifically those pertaining to limitation of liability and liquidated damages.

Invoicing and Payment Terms

Tech Electronics estimates provided herein are provided on a fixed fee basis unless otherwise noted. Tech Electronics shall invoice according to the following invoice schedule for the work covered under this agreement. Invoice payments are due upon receipt.

- > Contract Execution - 50% of total approved fees
- > Contract 50% Complete - 20% of total approved fees
- > Contract 75% Complete - 20% of total approved fees
- > Contract Completion - Balance of approved fees (including any changes controls if applicable)

Price does not include applicable state, city or local tax unless otherwise noted.

Equipment and applicable freight will be billed upon receipt of equipment at the installer's warehouse.

Invoice payment terms are due upon receipt.

This Submission is merely an offer and shall not be binding upon Tech unless and until signed by an officer of Tech, and any resulting contract shall be subject to the terms and conditions listed above and on "ATTACHMENT A, SUBMISSION TERMS AND CONDITIONS," which is incorporated herein by reference. In lieu of Attachment A, Tech and the Customer may have agreed to a written set of MASTER SUBMISSION TERMS AND CONDITIONS which are incorporated herein by reference. No term, condition, deletion, modification, or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in purchaser's formal purchase order, related forms, or elsewhere, shall be binding upon Tech, unless approved in writing and signed by an officer of Tech.

PAYMENT: Fixed Bid - Milestone Invoicing, 50% down

DELIVERY: 8 - 12 weeks

F.O.B. Tech Electronics of Columbia, Inc.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed, intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

CUSTOMER ACCEPTANCE:

Tech Electronics of Columbia, Inc.

Authorized Signature

Date

Salesperson: _____

Joe Owsley

Date

Printed Name

Tech Officer's Acceptance

Date

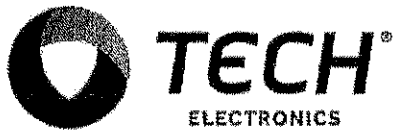
Title

Title

This Submission shall be void unless accepted within 14 days from the date hereof. Unless indicated otherwise on this Submission, the

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 4

Date: 7/24/2025

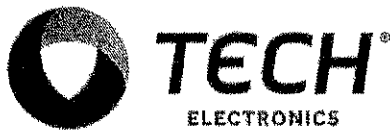
0171396-01C

prices quoted herein do not include any sales tax, duties, excise or other similar taxes. All such taxes imposed will be added as a separate item on the invoice.

The Power of Connection and Protection*

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 1

Date: 7/24/2025

0171396-01C

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SUBMISSION TERMS AND CONDITIONS

These Terms and Conditions are provided in connection with a Submission from Tech Electronics of Columbia, Inc. ("Tech") to Customer (as defined in the Submission). The Submission is intended as an offer by Tech, and is subject to acceptance by Customer, which shall be indicated by Customer's signature on the Submission. These Terms and Conditions consist of nine (9) Sections, some of which have multiple subsections, the last of which is Section 9.12. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Submission.

1. Services.

1.1 Type of Services.

Tech agrees to provide goods and/or services as described in the Submission (the "Goods" and the "Services") in connection with the system(s) (as described in the Submission, the "System"). If Customer desires Tech to provide any additional services other than as set forth in the Submission, then any such additional services shall only be furnished pursuant to a separate agreement.

1.2 Warranty Limitations.

If warranty service is requested because of causes other than breach of a warranty provided by Tech, the service will be provided at Tech's per call rates and terms then in effect. Some examples of causes other than breach of warranty include: normal wear and tear; unauthorized attempts by other than Tech personnel to repair, maintain or modify the System or its component parts; catastrophe; failure of equipment not maintained by Tech or of equipment not covered by the Submission; fault or negligence of Customer; operator error; improper use or misuse of the equipment; causes external to the equipment such as, but not limited to, transportation or fluctuations of humidity, temperature, power surges and lightning. Warranty service does not include (i) operating supplies or accessories, cleaning supplies necessary for Customer preventive maintenance, paint, or refinishing the equipment or furnishing materials for this purposes; (ii) electrical work external to the machines or maintenance of accessories; (iii) batteries or lamps; (iv) alterations, attachments or other devices not furnished by Tech unless specifically noted herein; or (v) moves, adds or changes of software and/or System hardware not related to maintenance of the System.

1.3 Movement of Equipment.

To permit continuity of service while the System is covered under warranty, Customer shall give Tech at least thirty (30) days prior written notice of its intent to move any equipment comprising part of the System. Tech personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge Customer for all such labor and materials provided at its then-current rates and terms. Tech shall be under no obligation to furnish continued services or warranty services if any part of the System is moved from its location of initial installation and/or reinstalled without the prior written approval of Tech.

1.4 Authorization of Tech.

Customer hereby authorizes and empowers Tech, its agents or assigns, if required by the Submission, to: (i) to perform any necessary Services as required to be performed by Tech hereunder; and (ii) enter Customer's premises in the event of an emergency occurring during periods of Customer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Customer has furnished Tech with a key to its premises. Tech assumes no liability for any delay, however caused, in the installation of the System or for interruption of services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Tech. Notwithstanding the foregoing, Tech shall have no obligation to enter Customer's premises without being asked to do so by Customer.

2. Payment Terms.

2.1 Fees; Payment.

The purchase price and the payment terms for the Goods and Services are set forth in the Submission. All sums not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection of amounts owed hereunder, including reasonable attorney's fees, shall be paid by Customer.

2.2 Expansion of System.

If, during the term of the warranty period, Customer expands the System, Tech may, in its sole discretion, increase the warranty service charge commensurate with the expansion of the System, in which case Tech shall send Customer an additional invoice with such fee prorated over the remaining term of this warranty period. Customer agrees to pay such fee, as increased hereunder, for the remainder of the term of the warranty period set forth in the Submission.

Tech Electronics of Columbia, Inc.

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SUBMISSION

Page: 2

Date: 7/24/2025

0171396-01C

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2.3 Additional Charges to Customer.

Customer acknowledges and agrees that Customer is responsible for the following additional costs: (i) discontinued or obsolete hardware and software. In the event the hardware and/or software components on the System are discontinued or rendered obsolete by the manufacturer, then Customer agrees to pay the additional costs to modify and/or purchase the replacement hardware and/or software necessary for the System to function properly as reasonably determined by Tech; (ii) increased service charges of software or System manufacturer. In the event such manufacturer increases service charges to Tech after the effective date of the Submission, Customer agrees to pay the additional costs; (iii) additional charges, imposed at the discretion of Tech, in the event that Customer's software is not maintained at the current manufacturer's software version; (iv) any taxes or fees imposed by local ordinances on the System or the maintenance thereof; and (v) costs to maintain all Customer provided hardware and software in order to maintain compatibility with the System as the System hardware and/or software is upgraded throughout the term of the Submission. In such cases, Tech reserves the right to add a special processing fee as well. Both parties acknowledge and agree that the final price of the goods and services may be subject to changes resulting from third-party cost increases due to the imposition of new or modified tariffs, taxes, regulatory charges, carrier charges, or any other government-mandated charges after the effective date of this agreement. Verifiable increases in such costs may be directly passed through to the Customer at any time.

3. Software Sublicense.

3.1 Right To Distribute and Sublicense; Restrictions.

Tech has acquired from one or more third parties (each a "Third Party") the right to distribute and sublicense certain Third Party software (the "Software") for use in conjunction with the System. Tech hereby grants to Customer a non-exclusive, non-transferable sublicense to use the Software in the System. Customer acknowledges that Tech is only a licensed distributor, and not the creator, owner or manufacturer, of the Software. Tech shall assign to Customer all of its rights and interests in and to any warranty or indemnity offered in connection with the Third Party Software that are assignable by Tech.

3.2 Third Party Software Terms and Conditions.

Customer shall comply with all Third Party terms and conditions applicable to the maintenance of the Software, including but not limited to any requirements to enter into a separate software support and/or maintenance agreement with the applicable Third Party manufacturer, creator or owner and paying all associated maintenance and/or service fees associated therewith. In the event Customer fails to comply with any provisions of the Third Party maintenance terms and conditions, then (i) Tech may terminate the Submission immediately and (ii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

3.3 Third Party Beneficiary.

Customer acknowledges that the provisions contained in this Section 3 are intended to protect the Third Party manufacturers, creators and/or owners of the Software; accordingly, each Third Party shall be deemed a third party beneficiary with respect to this Section 3 and shall have the right to enforce this Section as appropriate against Customer.

3.4 Software Release Levels.

Customer shall, at Customer's sole cost and expense, maintain the Software at the then-current version or release of the Software; otherwise (i) Customer may not be eligible to receive Goods and Services hereunder, (ii) Tech may terminate the Submission immediately and (iii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

4. Termination

In addition to Tech's rights under Section 8.2, Tech's obligations under the Submission may be terminated pursuant to Sections 3.2, 3.4 and 9.4 of these Terms and Conditions.

5. Warranties, Indemnification, and Restricted Phones Waiver.

5.1 General Warranty.

The scope and coverage of Tech's warranty is set forth in the Submission. The warranty will commence on the date of Customer's First Beneficial Use of the System or on such other date as mutually agreed by Tech and Customer in the Submission or Specifications. "First Beneficial Use" means the point in time when Customer first uses all or any part of the System in its business. If any failure to conform to such warranty be found during the term of the warranty, Tech will correct such nonconformity by replacement of defective material and parts or by making other suitable repairs. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED BY TECH. Tech does not represent or warrant that the System will not be compromised or circumvented, that the System will prevent any loss by burglary, hold-up, fire or otherwise, or that the System will in all cases provide the protection for which it is installed or intended or protect Customer from all losses. Customer acknowledges that (i) Customer assumes all risks for loss or damage to Customer's premises and to its contents, (ii) Tech has made no representation or warranties nor has Customer relied on any representations or warranties, express or implied, except as set forth herein and (iii) Customer has read and understands the Submission and these Terms and Conditions, including Section 1 and Section 6 setting forth Tech's obligations and maximum liability in the event of any loss or damage to Customer. Customer acknowledges and agrees that Tech is not an insurer and that these Terms and Conditions are not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be maintained by Customer. Tech's charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others located on Customer's premises.

5.2 Disclaimer of Warranties as to Software.

TECH MAKES, AND CUSTOMER RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SOFTWARE, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TECH MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE SOFTWARE OR THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE. ACCORDINGLY, WITH THE EXCEPTION OF ANY WARRANTIES THAT TECH IS AUTHORIZED TO PASS THROUGH TO CUSTOMER DIRECTLY FROM THE APPLICABLE THIRD PARTY, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 3

Date: 7/24/2025

0171396-01C

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5.3 Indemnification.

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TECH, ITS AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES, WHETHER THESE CLAIMS AND LAWSUITS ARE BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, INDEMNIFICATION, CONTRIBUTION OR STRICT OR PRODUCT LIABILITY ON THE PART OF TECH, ITS AGENTS OR EMPLOYEES, EXCEPT TO THE EXTENT SUCH CLAIMS, DEMANDS OR LAWSUITS OCCUR WHILE AN EMPLOYEE OR AGENT OF TECH IS ON CUSTOMER'S PREMISES AND WHICH DAMAGES, EXPENSES AND OTHER LIABILITY ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEE OR AGENT. At Tech's option, Tech shall have full control over the conduct, defense and/or settlement of any claim for indemnification hereunder (including the selection of counsel related thereto). Customer shall advance and/or reimburse (at the sole discretion of Tech) all attorneys' fees and all costs, expenses, and obligations incurred by or to be incurred by Tech or any other of the indemnified persons in connection with investigating, defending, participating in (including on any appeal), settling, compromising, preparing to defend, or being a witness in any claim. If, at the time any of the indemnified persons notifies Customer of a claim and Customer has insurance coverage which may cover such claim, Customer promptly shall deliver written notice of such claim to any such insurers and provide Tech a copy of such notice.

6. Limitation of Liability.

THE TOTAL LIABILITY OF TECH HEREUNDER OR ARISING IN CONNECTION WITH THE PROVISION OF ANY SERVICES, WHETHER BASED UPON OR ARISING OUT OF NEGLIGENCE, STRICT LIABILITY, CONTRACT, TORT, WARRANTY, MISREPRESENTATION, PATENT INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO TECH FOR SUCH SERVICES OR THE AMOUNT OF \$1,000.00, WHICHEVER IS LESS. THE PROVISIONS OF THIS SECTION SHALL APPLY IN THE EVENT OF LOSS OR DAMAGE, IRRESPECTIVE OF THE ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS SET FORTH BY THE TERMS OF THESE TERMS AND CONDITIONS OR FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF TECH'S AGENTS OR EMPLOYEES. IN NO EVENT SHALL TECH BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR ANY PLANT OR FACILITIES, LOSS OF PROFIT, OR LOSS OF PRODUCTION, REGARDLESS OF WHETHER THE CLAIM FOR SUCH CONSEQUENTIAL DAMAGES BE BASED ON WARRANTY (EXPRESS OR IMPLIED), CONTRACT, TORT OR OTHERWISE. TECH SHALL NOT BE LIABLE TO INDEMNIFY CUSTOMER AGAINST ANY CLAIMS MADE AGAINST CUSTOMER FOR SUCH CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD TECH HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS FOR INDEMNITY) FOR ANY SUCH CONSEQUENTIAL DAMAGES BROUGHT AGAINST TECH.

7. Waiver of Subrogation.

CUSTOMER DOES HEREBY FOR ITSELF AND ANY PARTIES CLAIMING UNDER IT, RELEASE AND DISCHARGE TECH FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE, AND ALL CLAIMS AGAINST TECH ARISING OUT OF SUCH HAZARDS, INCLUDING ANY RIGHT OF SUBROGATION BY CUSTOMER'S INSURANCE CARRIER, ARE HEREBY WAIVED BY CUSTOMER, AND CUSTOMER SHALL PROMPTLY SO NOTIFY ITS INSURANCE CARRIER. THIS WAIVER OF SUBROGATION EXTENDS TO ANY ALLEGED NEGLIGENCE BY TECH.

8. Defaults and Remedies.

8.1 Default.

The happening of any one of the following shall be an "Event of Default" under the Submission: (i) failure by Customer to pay any amount within 30 days after the same is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required of it herein and to correct such breach within 10 days after written notice of same from Tech; (iii) abuse of the System; (iv) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Customer; (v) initiation of any bankruptcy, reorganization, assignment of the benefit of creditors, or like proceeding by or against Customer; (vi) excessive false alarms caused by Customer; or (vii) allow other vendors to work on the System during Tech's performance of Services or the term of the warranty.

8.2 Remedies.

Upon the occurrence of an Event of Default, then at any time thereafter Tech may pursue one or more of the following remedies: (i) by written notice to Customer, declare the balance of all unpaid amounts due and to become due under the Submission to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1-1/2% per month (18% per year) or the maximum rate permitted by law from the first occurring Event of Default; (ii) receive immediate possession of any Tech owned portion of the System, and for such purpose enter Customer's premises and remove said portion of the System and Customer hereby waives any further rights to the Tech owned portion of the System and any claims resulting from said repossession, including any claim or restoration of the premises to its former condition; (iii) proceed at law or in equity to enforce performance by Customer of the provisions of the Submission, or to recover damages for the breach of the Submission; (iv) discontinue furnishing the Goods and Services, including, without limitation, disabling communication software, hardware and/or firmware contained within the System from the any monitoring facility, and terminate the Submission by written notice to Customer; (v) recover any other costs Tech is required to bear in respect to the System and/or services provided under the Submission; and (vi) recover all costs of collection, including court costs, collection expenses, attorneys' fees, reasonable costs of removal of the Tech-owned portion of the System, and any other reasonable costs paid or incurred by Tech in enforcing or attempting to enforce the Submission (including these Terms and Conditions). Furthermore, if there are any other agreements in effect between Tech and Customer, then Tech, at its option, may deem Customer's default under any other agreement to be a default under any or all the agreements and Tech shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements. The above remedies are cumulative and exercise of one does not preclude the exercise of another.

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 4

Date: 7/24/2025

0171396-01C

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9. Miscellaneous Provisions.

9.1 Subcontracting: Assignment.

Tech shall have the right to subcontract any of the Services which it may be obligated to perform. The Submission and its benefits are not assignable by Customer except upon the prior written consent of Tech. Customer acknowledges that the Submission, and particularly those Sections relating to Tech's maximum liability and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of Tech.

9.2 Nonsolicitation.

Neither party may solicit to hire, employ or otherwise receive the services of (except for services provided pursuant to the Submission), any individual who was employed by the other party at the time of such solicitation or employment or at any time during the one year period immediately preceding such solicitation or employment, without the prior written consent of the party employing the individual. Each party acknowledges that in the event it breaches its agreement in this Section 9.2, the non-breaching party would incur costs to recruit and hire a new employee (including, but not limited to, expenses for advertising and other recruiting sources and administrative time in reviewing and selecting candidates). In addition, there would be costs with recruiting and orienting the replacement, including lost productivity and/or efficiency in the handling of other assignments. The parties agree that these costs and expenses may well be difficult, if not impossible, to ascertain with specificity. As a result, the parties have agreed upon a liquidated amount to reasonably compensate the non-breaching party, at a minimum, for the types of damages noted above; that liquidated amount shall be equal to 50% of the annualized compensation (including benefits) of the individual who is solicited, representing the equivalent of six months of pay (including benefits). The parties agree that this is a reasonable estimate of damages and not included as a penalty.

9.3 Third-Party Beneficiary.

Except as provided in Section 3.3, these Terms and Conditions and the Submission are solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement. The parties hereby expressly disclaim any intention to create any third party beneficiaries of these Terms and Conditions or the Submission or the Goods and Services.

9.4 Force Majeure.

Tech shall not be liable for nonperformance or delay in performance due wholly or partially to any cause beyond its control, including action or failure of the government to act where action is required, strikes or other labor troubles, riots, power failures, interruption or unavailability of telephone service, fire, flood, lightning, earthquakes, or other acts of God. Replacement of the System necessitated by any such event will be at Customer's expense. The Submission may be suspended or terminated, at the option of Tech or Customer, if Customer's premises or the System or any part thereof is destroyed by fire, lightning or other catastrophe or so substantially damaged that it is impractical to continue to provide Goods and Services. Upon such suspension or termination, an equitable refund of the service charges paid, but not yet earned, shall be made. Notice of termination shall be given upon written notice given within ten (10) days of such event.

9.5 Entire Agreement.

Customer acknowledges receipt of a copy of the Submission and these Terms and Conditions. The Submission (including these Terms and Conditions and any other documents expressly incorporated by the Submission) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written. If there is any conflict between the Submission and Customer's purchase order, or any other document or any oral agreements, the Submission will govern. No conditions in the acceptance by Customer and no subsequent agreements or communications in any way modifying the provisions of the Submission shall be binding unless signed by an authorized representative of Tech.

9.6 Amendments.

The Submission may only be amended in a writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition.

9.7 Severability.

In the event any of the terms and conditions of the Submission are declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

9.8 Governing Law.

The Submission and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

9.9 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THE SUBMISSION OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THE SUBMISSION OR TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

9.10 Notices.

Any notice provided pursuant to the Submission, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid; or (iii) if by electronic mail, upon receipt thereof. All notices shall be addressed to the parties at the addresses specified in the Submission or at such other addresses as either party may in the future specify in writing to the other.

9.11 Binding Effect.

The Submission shall not be binding upon Tech unless approved in writing by an authorized representative of Tech. In the event of failure of such written approval, the sole liability of Tech shall be to refund to Customer the amount paid to Tech upon the signing of the Submission.

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 5

Date: 7/24/2025

0171396-01C

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9.12 Disclaimers and Waivers.

These Terms and Conditions contain certain exculpatory clauses, disclaimers and waivers to which Customer has agreed. Those clauses are set forth in Sections 5.1, 5.2, 6, 7 and 9.9. Customer's signature on the Submission indicates its acceptance of and assent to such provisions.

End of Terms and Conditions

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 1

Date: 7/24/2025

0171396-01C

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John Schweiss
City of Hannibal
320 Broadway
Hannibal, MO 63401-4406

Project: City of Hannibal
City of Hannibal- New Project

email: jschweiss@hannibal-mo.gov

Tech Electronics of Columbia, Inc. (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:

AV System (Combined)

QuantityDescription

VIDEO

- 2 PowerLite L690U Laser Projector, WUXGA, 6500 Lumens, 3LCD - White
- 2 Projector Mount, Universal, Black
- 2 AV Decoder, 4KUHD Via IP, POE
- 1 AV Encoder, 4K UHD Via IP, POE
- 2 HDMI Patch Cable, 3'
- 1 HDMI Patch Cable, 6'

AUDIO & CONTROL

- 1 Unified Core with 24 Local Audio I/O Channels, 128x128 Total Network I/O Channels with 8x8 Software-Based Dante License Included, USB AV Bridging, Dual LAN Ports, POTS and VoIP Telephony, no GPIO, 16 Next-Generation AEC Processors, 1RU
- 1 Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting
- 1 Table Top Mounting Accessory For TSC-70W-G3 And TSC-101W-G3.
- 1 Q-SYS peripheral providing 4 low-voltage relay ports. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.
- 1 PTZ Network Camera, 12x Optical Zoom 80° Horizontal Field of View, PoE, with HDMI and SDI Output, Includes PTZ-WMB1 Wall Mount Bracket
- 1 Q-SYS PoE Bridging Endpoint for AV-to-USB Bridging, Delivers Driverless USB 2.0 Connection
- 1 AV Line M4250-10G2F-PoE+ 8x1G PoE+ 125W 2x1G And 2xSFP Managed Switch (GSM4212P), 10 Ports, Manageable, 3 Layer Supported, Modular, 2 SFP Slots, 125 W PoE Budget
- 1 Unbalanced Input Transformer
- 1 Cable, 3.5mm Stereo To Male To RCA Male Y, 6'
- 1 Drop Down Mount for Small PTZ Cameras, Long
- 10 15" Cardioid condenser gooseneck microphone, wide frequency response, low self-noise, ideal for broadcast

Please see last page of this submission for customer acceptance.

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 2

Date: 7/24/2025

0171396-01C

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- 1 WL Mic System, 300-500 Series Receiver, 470-558MHz, With Rack Kit
- 1 Microphone Desk Stand
- 1 Drop Pipe Camera Adapter
- 1 Suspended Ceiling Kit, Lightweight
- 1 Extension Column, 36"-60" Adjustable, Speed Connect
- 1 CAT6 Cable, Plenum, Blue, 23 AWG, 4 Pair, Non-Shielded, 500'
- 100 Cable, 1pr, 22awg, shld, Plenum, Wht, 1'

Scope of Work by Tech Electronics:

SCOPE OF WORK:

Audio & Control System

This solution will provide the The City of Hannibal with an updated audio and control system. The 10 existing microphones will be removed and replaced with new 15" table mounted gooseneck microphones. The existing microphone cabling will be reused. A new wireless handheld microphone with 8-12" adjustable mic stand will sit on top of an existing mobile lectern. A new DSP/control system and network switch will be installed in the rack. Audio will be deembedded from the main projector, fed into an audio transformer, then sent to the DSP over an audio line. Two new 6500 lumen projectors will replace the existing projectors and utilize the existing poles. A new AVoIP video transport system will be installed. One encoder will be installed at the OFE PC and one decoder at each projector. A new camera will be mounted in the ceiling with a drop-down pole mount. The camera will be mounted in the back of the room to the side of the projection screen so that the projector image has minimal effect on the camera image. The camera will provide a fixed image of the participants sitting at the dias. A networked USB I/O box will be mounted at the customers PC location to inject the camera and audio into the PC for streaming to the customers YouTube. A new tabletop touchpanel will replace the existing touchpanel for friendly user control of the system. The touchpanel will turn the system on/off (startup – turn projectors on, lower screens and unmute mics)(shutdown – turn projectors off, raise screens and mute microphones), individual microphone level, and program audio reinforcement level control.

TOTAL PURCHASE PRICE

\$46,987.00

Clarifications/Scope of Work by Others:

WARRANTY:

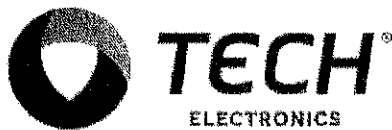
This Submission includes a one (1) year material warranty from the date of installation completion or first beneficial use by the End User Customer, whichever occurs first. Material warranty will be provided by Tech Electronics per our Submission's terms and conditions. Job-site labor warranty to be provided by the installing party/contractor. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.

All warranty work by Tech Electronics, Inc. to be performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed by Tech Electronics on a time and material basis as an extra to this Submission at Tech Electronics' current rate differential between the normal and overtime labor rates plus the minimum overtime

Please see last page of this submission for customer acceptance.

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 3

Date: 7/24/2025

0171396-01C

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service call-out charges.

This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

In the event Tech Electronics ("TECH") is awarded the bid, to the extent permitted by applicable laws, TECH reserves the right to negotiate customer's clauses, specifically those pertaining to limitation of liability and liquidated damages.

Invoicing and Payment Terms

Tech Electronics estimates provided herein are provided on a fixed fee basis unless otherwise noted. Tech Electronics shall invoice according to the following invoice schedule for the work covered under this agreement. Invoice payments are due upon receipt.

- > Contract Execution - 50% of total approved fees
- > Contract 50% Complete - 20% of total approved fees
- > Contract 75% Complete - 20% of total approved fees
- > Contract Completion - Balance of approved fees (including any changes controls if applicable)

Price does not include applicable state, city or local tax unless otherwise noted.

Equipment and applicable freight will be billed upon receipt of equipment at the installer's warehouse.

Invoice payment terms are due upon receipt.

This Submission is merely an offer and shall not be binding upon Tech unless and until signed by an officer of Tech, and any resulting contract shall be subject to the terms and conditions listed above and on "ATTACHMENT A, SUBMISSION TERMS AND CONDITIONS," which is incorporated herein by reference. In lieu of Attachment A, Tech and the Customer may have agreed to a written set of MASTER SUBMISSION TERMS AND CONDITIONS which are incorporated herein by reference. No term, condition, deletion, modification, or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in purchaser's formal purchase order, related forms, or elsewhere, shall be binding upon Tech, unless approved in writing and signed by an officer of Tech.

PAYMENT: Fixed Bid - Milestone Invoicing, 50% down

DELIVERY: 8 - 12 weeks

F.O.B. Tech Electronics of Columbia, Inc.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed, intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

CUSTOMER ACCEPTANCE:

Tech Electronics of Columbia, Inc.

Authorized Signature

Date

Salesperson: _____

Joe Owsley

Date

Printed Name

Tech Officer's Acceptance

Date

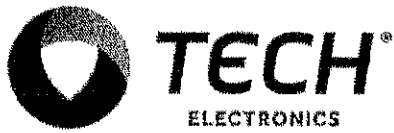
Title

Title

This Submission shall be void unless accepted within 14 days from the date hereof. Unless indicated otherwise on this Submission, the

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 4

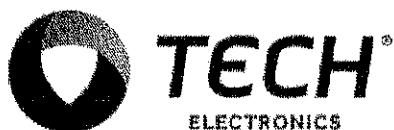
Date: 7/24/2025

0171396-01C

prices quoted herein do not include any sales tax, duties, excise or other similar taxes. All such taxes imposed will be added as a separate item on the invoice. **The Power of Connection and Protection®**

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 1

Date: 7/24/2025

0171396-01C

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SUBMISSION TERMS AND CONDITIONS

These Terms and Conditions are provided in connection with a Submission from Tech Electronics of Columbia, Inc. ("Tech") to Customer (as defined in the Submission). The Submission is intended as an offer by Tech, and is subject to acceptance by Customer, which shall be indicated by Customer's signature on the Submission. These Terms and Conditions consist of nine (9) Sections, some of which have multiple subsections, the last of which is Section 9.12. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Submission.

1. Services.

1.1 Type of Services.

Tech agrees to provide goods and/or services as described in the Submission (the "Goods" and the "Services") in connection with the system(s) (as described in the Submission, the "System"). If Customer desires Tech to provide any additional services other than as set forth in the Submission, then any such additional services shall only be furnished pursuant to a separate agreement.

1.2 Warranty Limitations.

If warranty service is requested because of causes other than breach of a warranty provided by Tech, the service will be provided at Tech's per call rates and terms then in effect. Some examples of causes other than breach of warranty include: normal wear and tear; unauthorized attempts by other than Tech personnel to repair, maintain or modify the System or its component parts; catastrophe; failure of equipment not maintained by Tech or of equipment not covered by the Submission; fault or negligence of Customer; operator error, improper use or misuse of the equipment; causes external to the equipment such as, but not limited to, transportation or fluctuations of humidity, temperature, power surges and lightning. Warranty service does not include (i) operating supplies or accessories, cleaning supplies necessary for Customer preventive maintenance, paint, or refinishing the equipment or furnishing materials for this purposes; (ii) electrical work external to the machines or maintenance of accessories; (iii) batteries or lamps; (iv) alterations, attachments or other devices not furnished by Tech unless specifically noted herein; or (v) moves, adds or changes of software and/or System hardware not related to maintenance of the System.

1.3 Movement of Equipment.

To permit continuity of service while the System is covered under warranty, Customer shall give Tech at least thirty (30) days prior written notice of its intent to move any equipment comprising part of the System. Tech personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge Customer for all such labor and materials provided at its then-current rates and terms. Tech shall be under no obligation to furnish continued services or warranty services if any part of the System is moved from its location of initial installation and/or reinstalled without the prior written approval of Tech.

1.4 Authorization of Tech.

Customer hereby authorizes and empowers Tech, its agents or assigns, if required by the Submission, to: (i) to perform any necessary Services as required to be performed by Tech hereunder; and (ii) enter Customer's premises in the event of an emergency occurring during periods of Customer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Customer has furnished Tech with a key to its premises. Tech assumes no liability for any delay, however caused, in the installation of the System or for interruption of services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Tech. Notwithstanding the foregoing, Tech shall have no obligation to enter Customer's premises without being asked to do so by Customer.

2. Payment Terms.

2.1 Fees; Payment.

The purchase price and the payment terms for the Goods and Services are set forth in the Submission. All sums not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection of amounts owed hereunder, including reasonable attorney's fees, shall be paid by Customer.

2.2 Expansion of System.

If, during the term of the warranty period, Customer expands the System, Tech may, in its sole discretion, increase the warranty service charge commensurate with the expansion of the System, in which case Tech shall send Customer an additional invoice with such fee prorated over the remaining term of this warranty period. Customer agrees to pay such fee, as increased hereunder, for the remainder of the term of the warranty period set forth in the Submission.

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 2

Date: 7/24/2025

0171396-01C

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2.3 Additional Charges to Customer.

Customer acknowledges and agrees that Customer is responsible for the following additional costs: (i) discontinued or obsolete hardware and software. In the event the hardware and/or software components on the System are discontinued or rendered obsolete by the manufacturer, then Customer agrees to pay the additional costs to modify and/or purchase the replacement hardware and/or software necessary for the System to function properly as reasonably determined by Tech; (ii) increased service charges of software or System manufacturer. In the event such manufacturer increases service charges to Tech after the effective date of the Submission, Customer agrees to pay the additional costs; (iii) additional charges, imposed at the discretion of Tech, in the event that Customer's software is not maintained at the current manufacturer's software version; (iv) any taxes or fees imposed by local ordinances on the System or the maintenance thereof; and (v) costs to maintain all Customer provided hardware and software in order to maintain compatibility with the System as the System hardware and/or software is upgraded throughout the term of the Submission. In such cases, Tech reserves the right to add a special processing fee as well. Both parties acknowledge and agree that the final price of the goods and services may be subject to changes resulting from third-party cost increases due to the imposition of new or modified tariffs, taxes, regulatory charges, carrier charges, or any other government-mandated charges after the effective date of this agreement. Verifiable increases in such costs may be directly passed through to the Customer at any time.

3. Software Sublicense.

3.1 Right To Distribute and Sublicense; Restrictions.

Tech has acquired from one or more third parties (each a "Third Party") the right to distribute and sublicense certain Third Party software (the "Software") for use in conjunction with the System. Tech hereby grants to Customer a non-exclusive, non-transferable sublicense to use the Software in the System. Customer acknowledges that Tech is only a licensed distributor, and not the creator, owner or manufacturer, of the Software. Tech shall assign to Customer all of its rights and interests in and to any warranty or indemnity offered in connection with the Third Party Software that are assignable by Tech.

3.2 Third Party Software Terms and Conditions.

Customer shall comply with all Third Party terms and conditions applicable to the maintenance of the Software, including but not limited to any requirements to enter into a separate software support and/or maintenance agreement with the applicable Third Party manufacturer, creator or owner and paying all associated maintenance and/or service fees associated therewith. In the event Customer fails to comply with any provisions of the Third Party maintenance terms and conditions, then (i) Tech may terminate the Submission immediately and (ii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

3.3 Third Party Beneficiary.

Customer acknowledges that the provisions contained in this Section 3 are intended to protect the Third Party manufacturers, creators and/or owners of the Software; accordingly, each Third Party shall be deemed a third party beneficiary with respect to this Section 3 and shall have the right to enforce this Section as appropriate against Customer.

3.4 Software Release Levels.

Customer shall, at Customer's sole cost and expense, maintain the Software at the then-current version or release of the Software; otherwise (i) Customer may not be eligible to receive Goods and Services hereunder, (ii) Tech may terminate the Submission immediately and (iii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

4. Termination

In addition to Tech's rights under Section 8.2, Tech's obligations under the Submission may be terminated pursuant to Sections 3.2, 3.4 and 9.4 of these Terms and Conditions.

5. Warranties, Indemnification, and Restricted Phones Waiver.

5.1 General Warranty.

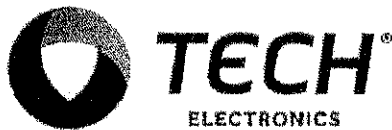
The scope and coverage of Tech's warranty is set forth in the Submission. The warranty will commence on the date of Customer's First Beneficial Use of the System or on such other date as mutually agreed by Tech and Customer in the Submission or Specifications. "First Beneficial Use" means the point in time when Customer first uses all or any part of the System in its business. If any failure to conform to such warranty be found during the term of the warranty, Tech will correct such nonconformity by replacement of defective material and parts or by making other suitable repairs. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED BY TECH. Tech does not represent or warrant that the System will not be compromised or circumvented, that the System will prevent any loss by burglary, hold-up, fire or otherwise, or that the System will in all cases provide the protection for which it is installed or intended or protect Customer from all losses. Customer acknowledges that (i) Customer assumes all risks for loss or damage to Customer's premises and to its contents, (ii) Tech has made no representation or warranties nor has Customer relied on any representations or warranties, express or implied, except as set forth herein and (iii) Customer has read and understands the Submission and these Terms and Conditions, including Section 1 and Section 6 setting forth Tech's obligations and maximum liability in the event of any loss or damage to Customer. Customer acknowledges and agrees that Tech is not an insurer and that these Terms and Conditions are not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be maintained by Customer. Tech's charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others located on Customer's premises.

5.2 Disclaimer of Warranties as to Software.

TECH MAKES, AND CUSTOMER RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SOFTWARE, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TECH MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE SOFTWARE OR THE RESULTS THAT MAY BE OBTAINED BY USING THE SOFTWARE. ACCORDINGLY, WITH THE EXCEPTION OF ANY WARRANTIES THAT TECH IS AUTHORIZED TO PASS THROUGH TO CUSTOMER DIRECTLY FROM THE APPLICABLE THIRD PARTY, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

Tech Electronics of Columbia, Inc.

6437 Manchester Ave., St. Louis, MO 63139 . (573) 875-1516 . Fax: (573) 874-0055 . www.techelectronics.com



Price Valid Thru : 08/07/25

SUBMISSION

Page: 3

Date: 7/24/2025

0171396-01C

The Power of Connection and Protection*

5.3 Indemnification.

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TECH, ITS AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES, WHETHER THESE CLAIMS AND LAWSUITS ARE BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, INDEMNIFICATION, CONTRIBUTION OR STRICT OR PRODUCT LIABILITY ON THE PART OF TECH, ITS AGENTS OR EMPLOYEES, EXCEPT TO THE EXTENT SUCH CLAIMS, DEMANDS OR LAWSUITS OCCUR WHILE AN EMPLOYEE OR AGENT OF TECH IS ON CUSTOMER'S PREMISES AND WHICH DAMAGES, EXPENSES AND OTHER LIABILITY ARE SOLELY AND DIRECTLY CAUSED BY THE ACTS OF SAID EMPLOYEE OR AGENT. At Tech's option, Tech shall have full control over the conduct, defense and/or settlement of any claim for indemnification hereunder (including the selection of counsel related thereto). Customer shall advance and/or reimburse (at the sole discretion of Tech) all attorneys' fees and all costs, expenses, and obligations incurred by or to be incurred by Tech or any other of the indemnified persons in connection with investigating, defending, participating in (including on any appeal), settling, compromising, preparing to defend, or being a witness in any claim. If, at the time any of the indemnified persons notifies Customer of a claim and Customer has insurance coverage which may cover such claim, Customer promptly shall deliver written notice of such claim to any such insurers and provide Tech a copy of such notice.

6. Limitation of Liability.

THE TOTAL LIABILITY OF TECH HEREUNDER OR ARISING IN CONNECTION WITH THE PROVISION OF ANY SERVICES, WHETHER BASED UPON OR ARISING OUT OF NEGLIGENCE, STRICT LIABILITY, CONTRACT, TORT, WARRANTY, MISREPRESENTATION, PATENT INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO TECH FOR SUCH SERVICES OR THE AMOUNT OF \$1,000.00, WHICHEVER IS LESS. THE PROVISIONS OF THIS SECTION SHALL APPLY IN THE EVENT OF LOSS OR DAMAGE, IRRESPECTIVE OF THE ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS SET FORTH BY THE TERMS OF THESE TERMS AND CONDITIONS OR FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF TECH'S AGENTS OR EMPLOYEES. IN NO EVENT SHALL TECH BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR ANY PLANT OR FACILITIES, LOSS OF PROFIT, OR LOSS OF PRODUCTION, REGARDLESS OF WHETHER THE CLAIM FOR SUCH CONSEQUENTIAL DAMAGES BE BASED ON WARRANTY (EXPRESS OR IMPLIED), CONTRACT, TORT OR OTHERWISE. TECH SHALL NOT BE LIABLE TO INDEMNIFY CUSTOMER AGAINST ANY CLAIMS MADE AGAINST CUSTOMER FOR SUCH CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD TECH HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS FOR INDEMNITY) FOR ANY SUCH CONSEQUENTIAL DAMAGES BROUGHT AGAINST TECH.

7. Waiver of Subrogation.

CUSTOMER DOES HEREBY FOR ITSELF AND ANY PARTIES CLAIMING UNDER IT, RELEASE AND DISCHARGE TECH FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE, AND ALL CLAIMS AGAINST TECH ARISING OUT OF SUCH HAZARDS, INCLUDING ANY RIGHT OF SUBROGATION BY CUSTOMER'S INSURANCE CARRIER, ARE HEREBY WAIVED BY CUSTOMER, AND CUSTOMER SHALL PROMPTLY SO NOTIFY ITS INSURANCE CARRIER. THIS WAIVER OF SUBROGATION EXTENDS TO ANY ALLEGED NEGLIGENCE BY TECH.

8. Defaults and Remedies.

8.1 Default.

The happening of any one of the following shall be an "Event of Default" under the Submission: (i) failure by Customer to pay any amount within 30 days after the same is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required of it herein and to correct such breach within 10 days after written notice of same from Tech; (iii) abuse of the System; (iv) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Customer; (v) initiation of any bankruptcy, reorganization, assignment of the benefit of creditors, or like proceeding by or against Customer; (vi) excessive false alarms caused by Customer; or (vii) allow other vendors to work on the System during Tech's performance of Services or the term of the warranty.

8.2 Remedies.

Upon the occurrence of an Event of Default, then at any time thereafter Tech may pursue one or more of the following remedies: (i) by written notice to Customer, declare the balance of all unpaid amounts due and to become due under the Submission to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1-1/2% per month (18% per year) or the maximum rate permitted by law from the first occurring Event of Default; (ii) receive immediate possession of any Tech owned portion of the System, and for such purpose enter Customer's premises and remove said portion of the System and Customer hereby waives any further rights to the Tech owned portion of the System and any claims resulting from said repossession, including any claim or restoration of the premises to its former condition; (iii) proceed at law or in equity to enforce performance by Customer of the provisions of the Submission, or to recover damages for the breach of the Submission; (iv) discontinue furnishing the Goods and Services, including, without limitation, disabling communication software, hardware and/or firmware contained within the System from the any monitoring facility, and terminate the Submission by written notice to Customer; (v) recover any other costs Tech is required to bear in respect to the System and/or services provided under the Submission; and (vi) recover all costs of collection, including court costs, collection expenses, attorneys' fees, reasonable costs of removal of the Tech-owned portion of the System, and any other reasonable costs paid or incurred by Tech in enforcing or attempting to enforce the Submission (including these Terms and Conditions). Furthermore, if there are any other agreements in effect between Tech and Customer, then Tech, at its option, may deem Customer's default under any other agreement to be a default under any or all the agreements and Tech shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements. The above remedies are cumulative and exercise of one does not preclude the exercise of another.

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 4

Date: 7/24/2025

0171396-01C

The Power of Connection and Protection *

9. Miscellaneous Provisions.

9.1 Subcontracting: Assignment.

Tech shall have the right to subcontract any of the Services which it may be obligated to perform. The Submission and its benefits are not assignable by Customer except upon the prior written consent of Tech. Customer acknowledges that the Submission, and particularly those Sections relating to Tech's maximum liability and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of Tech.

9.2 Nonsolicitation.

Neither party may solicit to hire, employ or otherwise receive the services of (except for services provided pursuant to the Submission), any individual who was employed by the other party at the time of such solicitation or employment or at any time during the one year period immediately preceding such solicitation or employment, without the prior written consent of the party employing the individual. Each party acknowledges that in the event it breaches its agreement in this Section 9.2, the non-breaching party would incur costs to recruit and hire a new employee (including, but not limited to, expenses for advertising and other recruiting sources and administrative time in reviewing and selecting candidates). In addition, there would be costs with recruiting and orienting the replacement, including lost productivity and/or efficiency in the handling of other assignments. The parties agree that these costs and expenses may well be difficult, if not impossible, to ascertain with specificity. As a result, the parties have agreed upon a liquidated amount to reasonably compensate the non-breaching party, at a minimum, for the types of damages noted above; that liquidated amount shall be equal to 50% of the annualized compensation (including benefits) of the individual who is solicited, representing the equivalent of six months of pay (including benefits). The parties agree that this is a reasonable estimate of damages and not included as a penalty.

9.3 Third-Party Beneficiary.

Except as provided in Section 3.3, these Terms and Conditions and the Submission are solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement. The parties hereby expressly disclaim any intention to create any third party beneficiaries of these Terms and Conditions or the Submission or the Goods and Services.

9.4 Force Majeure.

Tech shall not be liable for nonperformance or delay in performance due wholly or partially to any cause beyond its control, including action or failure of the government to act where action is required, strikes or other labor troubles, riots, power failures, interruption or unavailability of telephone service, fire, flood, lightning, earthquakes, or other acts of God. Replacement of the System necessitated by any such event will be at Customer's expense. The Submission may be suspended or terminated, at the option of Tech or Customer, if Customer's premises or the System or any part thereof is destroyed by fire, lightning or other catastrophe or so substantially damaged that it is impractical to continue to provide Goods and Services. Upon such suspension or termination, an equitable refund of the service charges paid, but not yet earned, shall be made. Notice of termination shall be given upon written notice given within ten (10) days of such event.

9.5 Entire Agreement.

Customer acknowledges receipt of a copy of the Submission and these Terms and Conditions. The Submission (including these Terms and Conditions and any other documents expressly incorporated by the Submission) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written. If there is any conflict between the Submission and Customer's purchase order, or any other document or any oral agreements, the Submission will govern. No conditions in the acceptance by Customer and no subsequent agreements or communications in any way modifying the provisions of the Submission shall be binding unless signed by an authorized representative of Tech.

9.6 Amendments.

The Submission may only be amended in a writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition.

9.7 Severability.

In the event any of the terms and conditions of the Submission are declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

9.8 Governing Law.

The Submission and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

9.9 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THE SUBMISSION OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THE SUBMISSION OR TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

9.10 Notices.

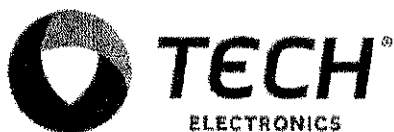
Any notice provided pursuant to the Submission, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid; or (iii) if by electronic mail, upon receipt thereof. All notices shall be addressed to the parties at the addresses specified in the Submission or at such other addresses as either party may in the future specify in writing to the other.

9.11 Binding Effect.

The Submission shall not be binding upon Tech unless approved in writing by an authorized representative of Tech. In the event of failure of such written approval, the sole liability of Tech shall be to refund to Customer the amount paid to Tech upon the signing of the Submission.

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Price Valid Thru : 08/07/25

SUBMISSION

Page: 5

Date: 7/24/2025

0171396-01C

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9.12 Disclaimers and Waivers.

These Terms and Conditions contain certain exculpatory clauses, disclaimers and waivers to which Customer has agreed. Those clauses are set forth in Sections 5.1, 5.2, 6, 7 and 9.9. Customer's signature on the Submission indicates its acceptance of and assent to such provisions.

End of Terms and Conditions

Tech Electronics of Columbia, Inc.

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RESOLUTION NO. 2563-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$46,987.00
CONTRACT BETWEEN THE CITY OF HANNIBAL AND TECH
ELECTRONICS INC. FOR UPGRADES AND REPLACEMENT OF AUDIO AND
VIDEO EQUIPMENT IN THE COUNCIL CHAMBERS AT CITY HALL.**

WHEREAS, we recently opened bids for the upgrade and replacement of audio and video equipment in the Council Chamber in City Hall, and

WHEREAS, Tech Electronics Inc. submitted the bid meeting all specifications and within budget of \$46,987.00 and

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

SECTION ONE: That the Mayor is hereby authorized to execute the attached contract between Tech Electronics Inc. and the City of Hannibal for the amount of \$46,987.00 for the repair and replacement of audio and video equipment in the Council Chambers in City Hall.

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

ADOPTED THIS 5TH DAY OF AUGUST, 2025

APPROVED THIS 5TH DAY OF AUGUST, 2025

Darrel McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk



ELECTRIC WATER SEWER STORMWATER

3 Industrial Loop Drive | PO Box 1589 | Hannibal, MO 63401 | (573)-221-8050

www.HBPW.org



To: Melissa Cogdal; City of Hannibal, City Clerk

From: Darrin Gordon, General Manager, Hannibal Board of Public Works

CC: John Ortwerth; President, Hannibal Board of Public Works

Date: July 29, 2025

Re: August 5, 2025, City Council Meeting

President John Ortwerth and G.M. Darrin Gordon request an opportunity of a few minutes to present a report to the Mayor, City Manager & City Council regarding HBPW business etc., as per the 4th paragraph of the City Charter - Section 11.11.

Respectfully,

A handwritten signature in black ink that reads 'Darrin Gordon'.

Darrin Gordon

General Manager, Hannibal Board of Public Works

(573) 221-8050 ext. 6045