

***CITY OF HANNIBAL***  
***OFFICIAL PUBLIC HEARING***

**Tuesday, June 2, 2026  
6:45 p.m.  
Council Chambers**

**CALL TO ORDER**

**BIANCA QUINN – FINANCE DIRECTOR**  
**Re: FY 2026/2027 Budget Hearing**

**PUBLIC COMMENTS**

**ADJOURNMENT**

*City of Hannibal*

**OFFICIAL COUNCIL AGENDA**

**Tuesday, June 2, 2026  
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](http://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  
Regular Council Meeting May 19, 2026  
CWC Budget Workshop May 6, 2026**

**APPROVAL OF PAYROLL AND CLAIMS  
Second Half – May 2026**

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

**DARRELL MCCOY – MAYOR**

**Re: *Approval of Appointment***

*Library Board*

**Kathy Riney – appointment for a term to expire July 2029**

**Re: *Approval of Appointment***

*Board of Adjustments*

**Norma Beedle – appointment for a term to expire May 2031**

**Re: *Recommendation of Appointment***

*Library Board*

**Joy McPike – appointment for a term to expire July 2029**

**Re: *Recommendation of Appointments***

*Hannibal Board of Public Works*

**Bryan Luckey – appointment for an unexpired term to expire July 2027**

**Barry Louderman – appointment for a term to expire July 2030**

**JAMES LEMON –CITY ATTORNEY**

**Re: Amending Ordinance Restricting the Sale of Kratom & 7-Hydroxymitragynine**

**ANDY DORIAN –CITY MANAGER**

**Re: Hannibal Nutrition Center Agreement - \$18,357**

*(Resolution No. 2606-26 to follow, for approval)*

**Re: Amendment #1 Engineering Service Agreement – Market Street Sidewalk Project**

*(Resolution No. 2609-26 to follow, for approval)*

**Re: Amendment to Chapter 7, Section 7-345 (Public Nuisance Abatement)**

*(Bill No. 26-005 to follow, for first reading)*

**Re: Donation of Property to City of Hannibal – 1324 Valley Street**

*(Resolution No. 2610-26 to follow, for approval)*

**Re: Engineering Service Agreement – Roof at Old Manchester Tank Building**

*(Resolution No. 2611-26 to follow, for approval)*

**Re: Ordinance Revising Chapter 32, Article 11 (HDDC)**  
*(Bill No. 26-006 to follow, for first reading)*

**Re: Award of Demolition Contract – Old St. Elizabeth Hospital**  
**GreenTrac LLC - \$1,400,000.00**  
*(Resolution No. 2614-26 to follow, for approval)*

**Re: Engineering Agreement Klinger & Associates – Old St. Elizabeth Hospital**  
*(Resolution No. 2615-26 to follow, for approval)*

**Re: Award of Bid – Hazardous Material – Old St. Elizabeth Hospital**  
**General Waste Services LLC - \$254,049.00**  
*(Resolution No. 2613-26 to follow, for approval)*

**BIANCA QUINN –FINANCE DIRECTOR**

**Re: FY 2025/2026 Budget Amendments**  
*(Resolution No. 2612-26 to follow, for approval)*

**Re: FY 2026/2027 Budget Appropriations**  
*(Bill No. 26-007 to follow, for first reading)*

**Re: FY 2026/2027 Payroll Ordinance**  
*(Bill No. 26-008 to follow, for first reading)*

**MELISSA COGDAL –CITY CLERK**

**Re: Haz-Mat Physical Agreement – Hannibal Regional Hospital**  
*(Resolution No. 2616-26 to follow, for approval)*

**RESOLUTION NO. 2606-26**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT FOR SERVICES AGREEMENT BETWEEN THE CITY  
OF HANNIBAL AND HANNIBAL NUTRITION CENTER.**

**RESOLUTION NO. 2609-26**

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE ENGINEERING SERVICES AGREEMENT WITH KLINGNER & ASSOCIATES, P.C. FOR THE MODOT TAP 2804(304) MARKET STREET SIDEWALK PROJECT**

**RESOLUTION NO. 2610-26**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE AND GENERAL WARRANTY DEED FOR THE DONATION OF PROPERTY AT 1324 VALLEY FROM CALEB WOOTEN AND MOLLY PARKER TO THE CITY OF HANNIBAL.**

**RESOLUTION NO. 2611-26**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING AGREEMENT WITH KLINGNER & ASSOCIATES, P.C. FOR A ROOF ASSESSMENT AND REPORT FOR THE OLD MANCHESTER TANK BUILDING**

**RESOLUTION NO. 2612-26**

**A RESOLUTION AMENDING THE CITY OF HANNIBAL FY 2026/2027 BUDGET (NO. 1) BY AUTHORIZING INCREASES TO THE GENERAL FUND'S BUILDING INSPECTOR, DPW, ELECTIONS, INFORMATION TECHNOLOGY, LANDFILL, AND AIRPORT DEPARTMENT APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR INFRASTRUCTURE TAX, CAPITAL SALES TAX, SELF INSURANCE AND INVESTIGATION FUNDS AS AMENDED**

**RESOLUTION NO. 2613-26**

**A RESOLUTION AWARDED A CONTRACT FOR HAZARDOUS MATERIALS ABATEMENT SERVICES FOR THE DEMOLITION OF THE FORMER ST. ELIZABETH HOSPITAL**

**RESOLUTION NO. 2614-26**

**A RESOLUTION AWARDED A CONTRACT FOR THE DEMOLITION OF THE FORMER ST. ELIZABETH HOSPITAL TO GREENTRAC, LLC IN THE AMOUNT OF \$1,400,000, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

**RESOLUTION NO. 2615-26**

**A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH KLINGNER & ASSOCIATES, P.C. FOR CONSTRUCTION-PHASE SERVICES ASSOCIATED WITH THE DEMOLITION OF THE FORMER ST. ELIZABETH'S HOSPITAL.**

**RESOLUTION NO. 2616-26**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SERVICES BETWEEN THE CITY OF HANNIBAL AND HANNIBAL REGIONAL HOSPITAL TO PREFORM HAZ-MAT PHYSICALS FOR THE HANNIBAL FIRE DEPARTMENT.**

**BILL NO. 26-005**

**AN ORDINANCE REVISING CHAPTER 7 - BUILDINGS AND  
BUILDING REGULATIONS, ARTICLE V. - DANGEROUS  
BUILDINGS AND STRUCTURES, BY REVOKING EXISTING 7-345.  
- ABATEMENT OF NUISANCE AND ENACTING A NEW  
REPLACEMENT SECTION**

**First Reading**

**BILL NO. 26-006**

**AN ORDINANCE REVISING CHAPTER 32, ARTICLE XI. -  
HISTORIC DISTRICTS  
AND INDIVIDUAL LOCAL HISTORIC LANDMARKS OF THE  
REVISED ORDINANCES OF THE CITY OF HANNIBAL,  
REGARDING DIVISION 4, HISTORIC  
DISTRICT DEVELOPMENT COMMISSION (HDDC), BY REVISING,  
NUMBERING AND SECTIONS**

**First Reading**

**BILL NO. 26-007**

**AN ORDINANCE APPROVING THE FISCAL YEAR 2026-2027  
BUDGET AND APPROPRIATING TO THE VARIOUS  
DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCIES OF  
THE CITY GOVERNMENT OF THE CITY OF HANNIBAL,  
MISSOURI FOR THE FISCAL YEAR ENDING JUNE 30, 2027**

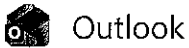
**First Reading**

**BILL NO. 26-008**

**AN ORDINANCE TO PAY OFFICERS AND EMPLOYEES OF THE  
CITY OF HANNIBAL, MISSOURI FOR THE FISCAL YEAR  
2026/2027**

**First Reading**

**ADJOURNMENT**



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**Re: Library Board Appointment**

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**From** Caitlin Greathouse <cgreathouse@hannibal.lib.mo.us>

**Date** Wed 5/27/2026 11:59 AM

**To** Mayor <mayor@hannibal-mo.gov>

**Cc** Melissa Cogdal <mcogdal@hannibal-mo.gov>

Good afternoon,

Hannibal Free Public Library Board of Trustees would like to recommend the following individual for reappointment:

Joy McPike for a term to expire July 1<sup>st</sup> 2029. Her reappointment will be effective July 1st, 2026 if approved by council.

Thank you for your consideration.

Caitlin Greathouse

Library Director  
Hannibal Free Public Library  
200 South 5<sup>th</sup> St., Hannibal, MO 63401  
573-221-0222  
cgreathouse@hannibal.lib.mo.us  
[www.hannibal.lib.mo.us](http://www.hannibal.lib.mo.us)



HANNIBAL  
FREE PUBLIC LIBRARY

Sent via the Samsung Galaxy S24 Ultra, an AT&T 5G smartphone  
Get [Outlook for Android](#)

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**From:** Caitlin Greathouse <cgreathouse@hannibal.lib.mo.us>

**Sent:** Saturday, May 2, 2026 10:17:39 AM

**To:** Mayor <mayor@hannibal-mo.gov>

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**HBPW Board Appointments**

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From Mayor <mayor@hannibal-mo.gov>  
Date Fri 5/29/2026 12:30 AM  
To Melissa Cogdal <MCogdal@hannibal-mo.gov>  
Cc Andy Dorian <ADorian@hannibal-mo.gov>

Melissa,

7/27

7/30

Please place Bryan Luckey and Barry Louderman on the next agenda under my name for first readings for the Hannibal Board of Public Works Board of Directors appointments. Thank you.

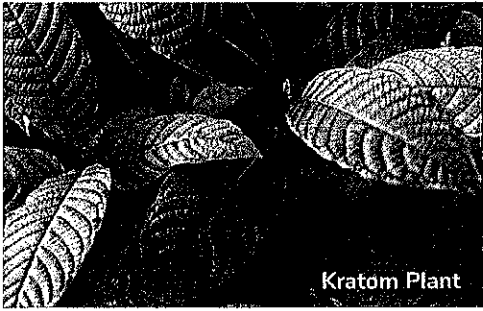
**Darrell McCoy**

**Mayor**

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







Kratom Plant

# 7-OH: What You Need to Know

## What is 7-OH?

7-hydroxymitragynine (7-OH) is a natural substance (chemical compound) found in the kratom plant. Kratom has long been used to treat headaches, diarrhea (loose stools), insomnia (trouble sleeping), anxiety, opioid use withdrawal, and more.

7-OH is marketed as a treatment for pain or anxiety. 7-OH is opioid-like. This means that 7-OH and opioids (like morphine and fentanyl) can have similar effects on the body. 7-OH has stronger effects than morphine.<sup>1</sup> Taking too much 7-OH can cause dangerous and life-threatening side effects.

**America's Poison Centers has received an increasing number of cases involving kratom. Some of these cases involve 7-OH.<sup>2</sup>**



Source: America's Poison Centers 2023 Annual Report

7-OH, kratom, and other kratom-derived substances are not currently regulated by the Food and Drug Administration. New research has led to discussions about regulating and limiting access to these products in the future.

## What are the effects of 7-OH?

7-OH can be addictive. At lower doses, 7-OH can have effects similar to stimulants (which speed up brain activity). At higher doses, it can have similar effects to opioids (which slow down brain activity).

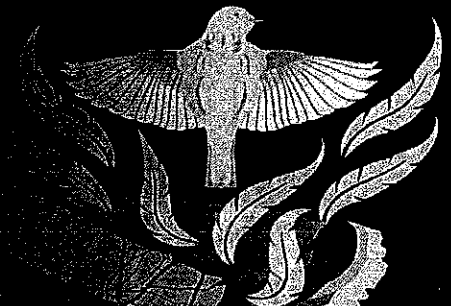
Taking too much 7-OH can cause the following side effects. These symptoms can be dangerous and life-threatening<sup>3</sup>:

- Nausea and vomiting
- Agitation
- Confusion
- Sweating
- Increased heart rate
- High blood pressure
- Trouble breathing

## How is 7-OH accessed?

7-OH is not currently regulated by any federal agency. It can be bought without a prescription in gas stations, smoke shops, and online.<sup>4</sup> 7-OH is commonly sold in the form of powders, capsules, liquid extracts, and gummies.

Very little 7-OH is found in the kratom plant. As a result, it is common for products to use "concentrated 7-OH" to increase how much 7-OH is in the product. Many products also contain synthetic (human-made) 7-OH. Synthetic 7-OH is designed to enhance the effect of the substance on users. This can also increase the risk of life-threatening side effects.



# 7-OH: What You Need to Know (Continued)

## To stay safe:

- Do not use 7-OH products.
- Talk with your doctor or pharmacist before taking any supplements.

## How does 7-OH interact with other drugs?

There are limited studies on how 7-OH interacts with other drugs like alcohol and stimulants. This means we are still learning about any side effects.

It is never safe to mix drugs. 7-OH is an opioid-like substance. This means 7-OH and opioids can have similar effects on the body. It is possible that both 7-OH and opioids will interact with other drugs in the same ways. This can be dangerous and life-threatening. For example:

- Mixing opioids with alcohol (even at low doses) can increase the effects of both substances. It can heighten and quicken symptoms such as slowed breathing. This can cause users to stop breathing and lead to death.
- Using stimulants with opioids (also known as "speed-balling") can force different parts of the body to speed up and slow down at the same time. This creates a "push-pull" effect that strains the heart, lungs, and brain. It increases the risk of death from stroke, heart attack, or respiratory failure.<sup>5</sup>

## How should you respond to an overdose?

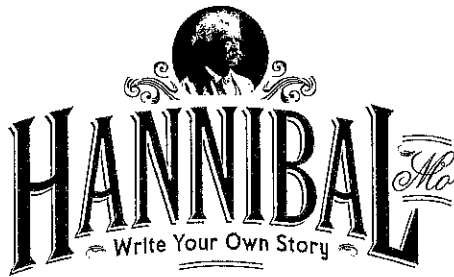
It is important to respond quickly to an overdose. Take the steps below if you think someone is experiencing an overdose that may involve 7-OH or opioids.

1. Call 911.
2. Give the person naloxone (Narcan) if available.
  - a. Narcan is medicine that stops the effects of opioids and can restore a person's breathing during an opioid overdose.
3. Give the person rescue breathing or CPR if they have stopped breathing.

## References

1. 7-Hydroxymitragynine (7-OH): an assessment of the scientific data and toxicological concerns around an emerging opioid threat. U.S. Food & Drug Administration. July 29, 2025. Accessed October 27, 2025. <https://www.fda.gov/media/187899/download?attachment>
2. Gumin DD, Mowry JB, Beuhler MC, et al. 2023 annual report of the National Poison Data System (NPDS) from America's Poison Centers: 41st annual report. *Clinical Toxicology*. Published online December 17, 2024. Accessed November 13, 2025. <https://doi.org/10.1080/15563650.2024.2412423>
3. Health advisory: serious illnesses associated with 7-OH use. America's Poison Centers. August 12, 2025. Accessed October 27, 2025. <https://poisoncenters.org/news-alerts/13531044>
4. Preventing the next wave of the opioid epidemic: what you need to know about 7-OH. U.S. Food & Drug Administration. Accessed October 27, 2025. <https://www.fda.gov/media/187900/download>
5. "Speed-balling": mixing stimulants and opioids. State of Minnesota District Court. August 28, 2020. Accessed October 27, 2025. [https://mncourts.gov/\\_media/migration/high-profile-cases/27-cr-20-12646/exhibit1708282020.pdf](https://mncourts.gov/_media/migration/high-profile-cases/27-cr-20-12646/exhibit1708282020.pdf)





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CONTRACT FOR SERVICES

HANNIBAL NUTRITION CENTER

WHEREAS, the City of Hannibal is a municipal corporation, and is authorized to engage in activities to promote the health and welfare of its citizens, and

WHEREAS, the Hannibal Nutrition Center provides services to the elderly and the infirm in this community.

NOW THEREFORE, be it agreed by the parties that the Hannibal Nutrition Center shall provide meals for the elderly and the infirm of this community. These meals shall consist of both congregational meal settings and home delivery meals. The Hannibal Nutrition Center shall also provide senior activities, meeting space, serve as a forum for service clubs, for appropriate presentations, lectures, speaking engagements, and other community needs, as scheduling allows.

The City of Hannibal agrees to pay the Hannibal Nutrition Center the sum of \$18,357 during the current fiscal year. The Hannibal Nutrition Center shall provide yearly reports showing the numbers of meals provided.

Agreed to this 19<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Hannibal Nutrition Center, Director

\_\_\_\_\_  
Darrell McCoy, Mayor

Attest:

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

**RESOLUTION NO. 2606-26**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES AGREEMENT BETWEEN THE CITY OF HANNIBAL AND HANNIBAL NUTRITION CENTER.**

WHEREAS, the City of Hannibal is a municipal corporation, and is authorized to engage in activities to promote the health and welfare of its citizens, and

WHEREAS, the Hannibal Nutrition Center provides services to the elderly and the infirm in this community, and

WHEREAS, Hannibal Nutrition Center shall provide meals for the elderly and the infirm of this community. These meals shall consist of both congregational meal settings and home delivery meals. The Hannibal Nutrition Center shall also provide senior activities, meeting space, serve as a forum for service clubs, for appropriate presentations, lectures, speaking engagements, and other community needs, as scheduling allows, and

WHEREAS, The City of Hannibal agrees to pay the Hannibal Nutrition Center the sum of \$18,357 during the current fiscal year, and

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

SECTION ONE: That the Mayor is hereby authorized to execute a \$18,357 Contract for Services Agreement between the City of Hannibal and Hannibal Nutrition Center.

SECTION TWO: This resolution shall be effective immediately upon its adoption and approval.

**ADOPTED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

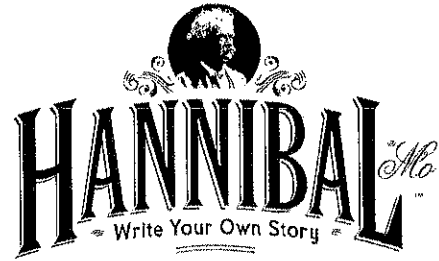
**APPROVED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

\_\_\_\_\_  
**Darrell McCoy, Mayor**

ATTEST:

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

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



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TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 5/19/2026

RE: Recommendation to Approve Amendment No. 1 to Engineering Services Agreement  
– MoDOT TAP 2804(304) Market Street Sidewalk Project

Background:

The City of Hannibal entered into an engineering services agreement with Klingner & Associates, P.C. on March 5, 2024, for the Market Street Sidewalk Project under the MoDOT TAP 2804(304) program. The project is funded at **80% through grant funds and 20% by the City**, covering both construction and engineering services.

Klingner has been providing construction administration, observation, and materials testing in accordance with Missouri Department of Transportation (MoDOT) requirements.

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Need for Amendment:

The project is currently approximately **two-thirds complete**, and the originally budgeted construction engineering amount of **\$15,364.92 has been fully expended**.

The overage is attributable to the following factors:

- **Extended project duration**, requiring more frequent site visits than anticipated, including daily visits when work is performed as required by MoDOT.
- **Contractor sequencing of work**, resulting in multiple small concrete pours and increased frequency of required materials testing (air, slump, strength, and compaction).
- **Strict MoDOT compliance requirements**, which mandate daily inspection and testing of all materials incorporated into the project.

These conditions were outside the direct control of the engineer and have led to additional necessary engineering services.

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Proposed Amendment:

Klingner is requesting approval of **Amendment No. 1** to increase the construction engineering budget by an additional **\$15,000** to complete the project.

Key terms of the amendment include:

- Services will be billed **on an hourly basis**
- The City will only be responsible for **actual costs incurred, up to the \$15,000 not-to-exceed amount**

Because this amendment exceeds the original grant-funded engineering amount, **these additional costs will be 100% the responsibility of the City.**

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Recommendation:

Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with Klingner & Associates to ensure continued compliance with MoDOT requirements and successful completion of the Market Street Sidewalk Project.

Approval will allow the project to proceed without delay and ensure all construction oversight and documentation requirements are properly met.

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**RESOLUTION NO. 2609-26**

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE ENGINEERING SERVICES AGREEMENT WITH KLINGNER & ASSOCIATES, P.C. FOR THE MODOT TAP 2804(304) MARKET STREET SIDEWALK PROJECT

**WHEREAS**, the City of Hannibal, Missouri (the "City") entered into an Engineering Services Agreement with Klingner & Associates, P.C. on March 5, 2024, for the Market Street Sidewalk Project under the MoDOT TAP 2804(304) program; and

**WHEREAS**, Klingner & Associates, P.C. has been providing construction administration, inspection, and materials testing services in accordance with MoDOT requirements; and

**WHEREAS**, due to extended project duration, contractor sequencing of work, and MoDOT-required daily inspection and materials testing, additional construction engineering services are necessary; and

**WHEREAS**, the originally budgeted construction engineering amount has been expended and additional services are required to complete the project in compliance with MoDOT requirements; and

**WHEREAS**, Klingner & Associates, P.C. has submitted Amendment No. 1 requesting additional compensation in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00), to be billed on an hourly basis for actual services performed; and

**WHEREAS**, any costs associated with this amendment are the responsibility of the City.

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

**SECTION ONE:** That the Mayor is hereby authorized to execute Amendment No. 1 to the Engineering Services Agreement between the City of Hannibal and Klingner & Associates, P.C. in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00).

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

**ADOPTED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

**APPROVED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

\_\_\_\_\_  
**Darrell McCoy, Mayor**

**ATTEST:**

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

May 8, 2026

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

RE: MoDOT TAP 2804(304) Market Street Sidewalks  
Amendment No. 1 to Engineering Service Agreement

Dear Mr. Dorian:

Klingner has been providing services for this project under the engineering services agreement dated March 5, 2024. The project is currently 80% grant funded with 20% city funds. This applies both to the construction and engineering services except for any change orders or amendments. Those change orders or amendments that exceed the project funding would be 100% cost of the city. Klingner has been providing construction administration, construction observation and materials testing services in accordance with the requirements of MoDOT. At this point in time, the project is about 2/3 complete and Klingner has exhausted the construction engineering budget of \$15,364.92. Reasons for this are:

1. The project has taken longer than anticipated and Klingner has to make a site visit every day when the work is occurring. This has resulted in more trips to the site than anticipated. MoDOT requires a site visit each day that the contractor is working and documentation regarding that work.
2. Due to the contractor's process of performing the work, small concrete pours have been performed. This results in more concrete material testing for air, slump, and strength, and more compaction testing for soils and base rock. MoDOT requires testing of all materials placed in the project. Klingner is not in control of the order or progression of the work as the contractor sets the means and methods.

For these reasons, Klingner is requesting additional construction engineering budget to complete this project in accordance with MoDOT's requirements. Based on the current status, we estimate this additional cost to be \$15,000. We propose to complete that hourly, so that if the actual cost is less than \$15,000, the City only pays the actual cost incurred. Klingner is requesting approval of Amendment 1 to the March 5, 2024, engineering agreement for this project. The terms and conditions, hourly rates and reimbursables are also attached.

Approval of Amendment No. 1:

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City of Hannibal, Missouri

Date

As always, if you have any questions, please do not hesitate to contact us. Please return a signed copy if accepted.

Mr. Andy Dorian  
May 8, 2026  
Page 2

Sincerely,

KLINGNER & ASSOCIATES, P.C.

*Mark C. Bross*

Mark C. Bross, PE

MCB//P:\Hannibal\24files\241031\01.Admin\01.Props\20260508 Amendment 1 Hannibal TAP Market St Sidewalk.docx

# GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The "Payroll Cost Times Multiplier" method means that Client will pay as the Fees and Expenses an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's "Payroll Cost." The Payroll Cost is defined as the salary and wage of an employee plus the cost of customary overhead plus profit.

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

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

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

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

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

**PAYMENT:** Consultant may invoice the Fees and Expenses on a monthly or any other periodic basis, based on the proportion of the Services completed and expenses incurred at the time of invoicing. Payment is due in fifteen (15) days. Interest is charged at one percent (1%) per month on invoices unpaid over thirty (30) days. A 3.5% convenience fee will be charged for electronic payments. Please contact our office to pay electronically. Please return a copy of invoice with payment to assure proper credit. In addition, if Client fails to make payment on invoices unpaid for thirty (30) days and Consultant incurs any costs to collect overdue sums from Client, if allowed by applicable laws, Client agrees that all such collection costs incurred shall immediately become due and payable to Consultant. Collection costs shall include, if allowed by applicable laws, without limitation, reasonable attorney fees, collection agency fees and expenses, court costs, appeal costs, judgment execution and collection costs, and reasonable Consultant staff costs at standard billing rates for Consultant's time spent in efforts to collect. No deductions shall be made from Consultant's Compensation including to impose penalty or liquidated damages on Consultant, or to offset sums requested by or paid to any Contractor(s) or for costs of changes in the Contractor's services, unless Consultant is adjudged to be liable for those amounts in a binding dispute resolution process. Client's making of its final payment of the Compensation to Consultant shall constitute Client's acceptance of Consultant's Services as in compliance with this Agreement and a waiver of all claims against Consultant that are known by Client or should have been known by Client as of the date of the final payment.

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

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

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

**INFORMATION PROVIDED BY OTHERS:** Client shall furnish and grant permission to use, at Client's expense, all information, requirements, reports, data, surveys and instructions set forth in the Agreement or otherwise related to the Services. Consultant may use such information, requirements, reports, data, surveys and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. Client shall give prompt written notice to Consultant whenever Client observes, or otherwise becomes aware of, any development or new or changed information that affects the scope or time of performance of Consultant's Services. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's Contractors.

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

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

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

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

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

**HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Consultant does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Consultant of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Consultant will notify the Client. Consultant may without liability or reduction or delay of compensation due, suspend Services on the affected portion of the Project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Consultant shall not be considered an "arranger", "operator", "generator", "transporter", "owner," or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions. Client shall indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, losses, injuries, property damage, causes of actions, judgments, attorneys' fees, costs, compensatory damages, expenses, or other damages associated in any way with the discovery of Hazardous Environmental Condition.

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

**FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** In consideration of the benefits to Client of employing a "fast track" process (in which some of Consultant's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the Consultant which Client accepts, Client waives all claims against Consultant for design changes and modification of portions of the services already constructed due to Client's decision to employ a fast track process. Client further agrees to compensate Consultant for all Additional Services required to modify, correct, or adjust the construction documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast-track manner.

**RIGHT OF ENTRY:** Client shall provide for Consultant's right to enter property owned by Client or others in order for Consultant to perform its Services for this Project. Client understands that use of testing or other equipment may unavoidably cause damage, the correction of which is not the responsibility of Consultant.

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE OF HOURLY RATES (Per Diem)  
EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2026

Charges for professional services for projects which are not based upon a percentage of construction cost, cost plus fixed fee, lump sum fee, or payroll cost, shall be based upon the following per diem rates plus reimbursable expenses:

PROFESSIONAL SERVICES

<u>Classification</u>	<u>Rate Per Hour</u>
C1-C4: Clerical .....	\$87.00
A-1 Administrative Aide .....	\$69.00
A-2 Administrative Assistant .....	\$95.00
A-3 Administrative Manager .....	\$151.00
A-4 General Manager .....	\$164.00
T-1 Technician I .....	\$78.00
T-2 Technician II .....	\$88.00
T-3 Technician III .....	\$98.00
T-4 Technician IV .....	\$114.00
T-5 Technician V .....	\$136.00
T-6 Technical Supervisor .....	\$158.00
P-1 Assistant Engineer/Architect/Surveyor/Planner .....	\$121.00
P-2 Intern Engineer/Architect/Surveyor/Planner .....	\$138.00
P-3 Engineer/Architect/Surveyor/Planner .....	\$157.00
P-4 Project Engineer/Architect/Surveyor/Planner .....	\$172.00
P-5 Senior Engineer/Architect/Surveyor/Planner .....	\$186.00
P-6 Proj. /Dept./Branch Manager, Chief Eng./Architect/Surveyor/Planner .....	\$216.00
P-7 Director of Engineering/Architecture/Surveying/Planning .....	\$235.00
P-8 Principal, Partner, Manager of Engineering/Architecture/Surveying/Planning .....	\$255.00
D-1 Driller I .....	\$84.00
D-2 Driller II .....	\$99.00
D-3 Driller III .....	\$117.00
D-4 Drill Rig Supervisor .....	\$126.00

Court testimony by principal or other registered professional will be charged at the rate of \$2,600.00 per day plus reimbursable expenses.

REIMBURSABLE EXPENSES (partial listing)

Mileage (may adjust due to fuel fluctuations) .....	\$ 0.725 per Mile
Global Positioning & Robotic Survey Equipment .....	\$ 34.00 per Hour
3D Scanner .....	\$240.00 per Hour
Drone (Survey) .....	\$316.00 per Day
Drone (Survey Software) .....	\$291.00 per Day
Travel Costs (Lodging & Subsistence) .....	At Cost
Special Consultants .....	At Cost + 15%
Non-reusable Supplies .....	At Cost + 15%

LABOR RATE 01 effective 07-01-25  
Per Diem

**REIMBURSABLE EXPENSE ITEMIZATION**  
**EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2026**

**PRINTING**

REPORTS, MANUALS, SPECIFICATIONS COPIES	<u>B &amp; W</u>	<u>Color</u>
8 ½" x 11", including Collating & Binding .....	\$ 0.18 Each	\$ 0.52 Each
8 ½" x 14", including Collating & Binding .....	\$ 0.22 Each	\$ 0.79 Each
11" x 17", including Collating & Binding .....	\$ 0.29 Each	\$ 1.20 Each
PLAN SHEETS (Based On Square Footage Of Media Used)	<u>B &amp; W</u>	<u>Color</u>
Bond .....	\$ 0.60/sq ft	2.10/sq ft
Vellum .....	\$ 0.70/sq ft	2.50/sq ft
Mylar .....	\$ 0.85/sq ft	3.15/sq ft

**COMPUTER PLOTTING**

Labor cost plus media (\$50.00 minimum charge for non-project related plotting)

**GENERAL ITEMS**

Mileage (may adjust due to fuel fluctuations) .....	\$	0.725 per mile
Reproduction (i.e. Prints, Copies, Plans, etc) .....		At Cost + 15%
Computer Aided Design/Drafting .....	\$	18.75 per Hour
Long Distance & Cell Calls, Subsistence & Lodging .....		At Cost
Non-reusable Supplies .....		At Cost + 15%
Boat .....	\$	332.00/Day
ATV .....	\$	89.00/Day
ATV-Truck .....	\$	132.00/Day
Digital Copies – CD / Flash Drive .....	\$	7.75 Each + Labor

**SURVEY ITEMS**

Three-Dimensional Scanning .....	\$	240.00/Hour
Global Positioning & Robotic Survey Instrument .....	\$	34.00/Hour
Drone (Imagery) .....	\$	62.00/Hour
Drone (Survey) .....	\$	316.00/Day
Drone (Survey Software) .....	\$	291.00/Day
Wood Lath .....	\$	1.80 Each
2" x 2" or 1" x 2" Wood Hub .....	\$	1.75 Each
Wood Paddle Stake .....	\$	2.25 Each
Concrete Monument .....	\$	74.00 Each
Wire Flag Marker .....	\$	0.30 Each
Iron Pipe Marker .....	\$	10.00 Each
Rebar Pin Marker .....	\$	4.25 Each
Fence Post .....	\$	13.00 Each
GPS Monuments .....		At Cost
Recorder, Filing Fees .....		At Cost

**ENVIRONMENTAL ITEMS**

Peristaltic Pump .....	\$	95.00/Day
Bailer .....	\$	11.50 Each
PID Meter .....	\$	100.00/Day
pH Meter .....	\$	12.60/Day
Geoprobe .....	\$	105.00/Hour
Bentonite (granular) .....	\$	21.00/Bag
Sand .....	\$	21.00/Bag

**TESTING SERVICES**

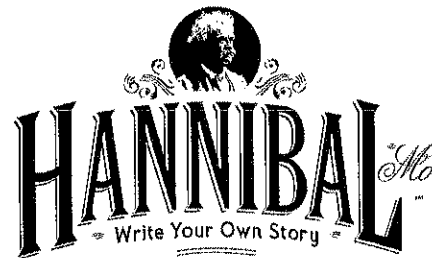
Concrete Slump and Air Tests (ASTM C143 and ASTM C231) .....		At Labor
Concrete Cylinder Molds .....	\$	4.00 Each
Concrete Cylinder Tests (ASTM C39) Molded by us .....	\$	26.00/Test + Labor
Concrete Cylinder Tests (ASTM C39) Cured but not tested .....	\$	18.00 Each + Labor
Standard Proctor Test (Standard ASTM D698) .....	\$	225.00 Each
Atterberg Limits: (Plastic Limit, Liquid Limit & Plasticity Index - ASTM D4318) .....	\$	105.00 Each
Nuclear Density Tests in-Place (ASTM D6938) .....	\$	22.00 Each + Labor

**ADDITIONAL SERVICES**

Specialty Consultants .....	Cost + 15%
Laboratory Analysis .....	Cost + 15%
Aerial Photography .....	Cost + 15%
Custom Reproductions .....	Cost + 15%

Reimb Exp effective 07-01-25  
Per diem

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



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TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 5/19/2026

RE: Recommendation for Approval – Amendment to Chapter 7, Section 7-345 (Public Nuisance Abatement)

The attached ordinance proposes revisions to Chapter 7 of the City Code concerning dangerous buildings and nuisance abatement, specifically Section 7-345. The existing provision currently allows for extended installment payments—up to ten years—for special tax liens associated with nuisance abatement actions. However, this framework is no longer aligned with current practices.

Summary of Proposed Changes:

The ordinance repeals the existing Section 7-345 and replaces it with an updated provision that:

- **Eliminates the 10-year installment payment option** for nuisance abatement liens, improving the City's ability to collect costs.

Recommendation:

Based on the need to modernize the code, improve cost recovery, and strengthen nuisance enforcement, **staff recommends approval of the ordinance amending Chapter 7, Section 7-345.**

**BILL NO. 26-005**

**ORDINANCE NO. 5022**

**FIRST READING 06.02.2026**

**SECOND READING 06.16.2026**

**AN ORDINANCE REVISING CHAPTER 7 - BUILDINGS AND BUILDING REGULATIONS, ARTICLE V. - DANGEROUS BUILDINGS AND STRUCTURES, BY REVOKING EXISTING 7-345. - ABATEMENT OF NUISANCE AND ENACTING A NEW REPLACEMENT SECTION**

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

**Section 1.** WHEREAS Section 7-345 makes reference to allowing 10 years for payment of special tax liens, but such timeline is no longer appropriate as the City of Hannibal no longer collects its taxes directly, the lien expires after 10 years, and as a result, the taxes are not being collected.

AND WHEREAS, the City Council has reviewed the matter and has determined that it is in the best interests of the Citizens of Hannibal, that the provision for installment payments of the liens be removed to attempt better collection of unpaid special tax liens.

NOW THEREFORE, the City Council hereby revises CHAPTER 7 - BUILDINGS AND BUILDING REGULATIONS, ARTICLE V. - DANGEROUS BUILDINGS AND STRUCTURES, by revoking existing 7-345. - ABATEMENT OF NUISANCE AND enacting a new replacement section into the Ordinances of the City of Hannibal as follows:

**Section 2.** That Section Sec. 7-345 is revoked and a new section Sec. 7-345 is created as follows:

**Sec. 7-345. - Abatement of nuisance.**

- (a) Whenever three or more members of the building commission shall be of the opinion that any building or structure in the city is a dangerous building, they shall file a written statement to this effect with the city clerk. The clerk shall thereupon cause written notice to be served upon the owner thereof and upon the occupant thereof, if any, the lessee, mortgagee, agent and all other persons having an interest in the building or structure, as shown by the land records of the recorder of deeds of the county wherein the land is located, by personal service or by certified mail, return receipt requested. If service cannot be had by either of these modes of service, then service may be had by publication of the notice in a newspaper of general circulation located within the city for three consecutive weeks. All such persons shall be parties to the proceeding. Such notice shall state that the building has been declared to be in a dangerous condition and shall specify that the property is to be vacated, if such be the case, reconditioned or removed by

repairing or altering the building, or demolishing it; and that such vacation, reconditioning or removal must be commenced within a reasonable time. Such notice may be in the following terms:

"To \_\_\_\_\_ (owner occupant or other person having an interest in the building or structure shown by the land records of the recorder of deeds) \_\_\_\_\_ of the premises known and described as \_\_\_\_\_.

"You are hereby notified that \_\_\_\_\_ (described building) \_\_\_\_\_ on the premises above mentioned has been condemned as a nuisance and dangerous building after inspection by the Building Commission of the City of Hannibal.

"The causes for this decision are \_\_\_\_\_ (here insert the facts as to the dangerous condition).

"You must remedy this condition or commence demolition of the building within \_\_\_\_\_ days or the City of Hannibal will proceed to do so. If you fail to do so within the time specified or fail to proceed continuously with the work without unnecessary delay, the building commission shall call and have a full and adequate hearing upon the matter, giving the affected parties at least 21 days' written notice of the hearing."

- (b) If the parties receiving the notice fail to commence the work of reconditioning or demolition within the time specified or fail to proceed continuously with the work without unnecessary delay, the building commission shall call and have a full and adequate hearing upon the matter, giving the affected parties at least 21 days' written notice of the hearing.
- (c) Failure to comply with the notice of declaration of nuisance within the time specified or failure to proceed continuously without unnecessary delay shall be a misdemeanor. Each day of noncompliance with the notice of declaration of nuisance shall be considered a separate offense.
- (d) Any party may be represented by counsel, and all parties shall have the opportunity to be heard. After the hearings, if the evidence supports a finding that the building or structure is a nuisance or detrimental to the health, safety or welfare of the residents of the city, the building commission shall issue an order, making specific findings of fact based upon competent and substantial evidence which shows the building or structure to be a nuisance and detrimental to the health, safety, or welfare of the residents of the city, and ordering the building or structure to be demolished, removed, or repaired.
- (e) If the evidence does not support a finding that the building or structure is a nuisance or detrimental to the health, safety, or welfare of the residents of the city, no order shall be issued.

- (f) If the building commission shall issue an order whereby the building or structure is demolished, secured or repaired, the cost of performance including the reasonable costs to the city for its own officers and employees shall be certified to the city clerk who shall cause a special tax bill therefor against the property to be prepared and collected by the city collector.
- (g) The amount included in the special tax bill representing the time expended by members of the building commission or officers and employees of the city shall be calculated at the actual time and hourly rate of personnel; but in no case shall be less than \$125.00.
- (h) The tax bill from the date of its issuance shall be a lien on the property, and the City Clerk is hereby authorized to record the same in the land records of the County in which the property lies.

(Code 1963, §§ 112.040, 112.070; Code 1988, § 7-230; Ord. No. 3197, § 1, 10-20-1981; Ord. No. 3412, § 1, 9-18-1984)

**Section 3:** 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 4** All ordinances and parts of ordinances in conflict with this ordinance, in so far as they conflict, are hereby repealed.

**Section 5** That this Ordinance shall be in full force and effect from and after its passage and approval.

**Adopted on this 16<sup>th</sup> day of June, 2026.**  
**Approved on this 16<sup>th</sup> day of June, 2026.**

\_\_\_\_\_  
Darrell McCoy, Mayor

Attest:

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

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

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TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 5/20/2026

RE: Donation of Property to the City

The property at 1324 Valley is in extreme state of disrepair and has been determined to be a nuisance by the City. The owners of the property, Caleb Wooten and Molly Parker, have agreed to donate the property to the City of Hannibal. A title search was conducted showing no liens or indebtedness on the property.

The Department of Public Works recommends the acquisition of 1324 Valley and requests the Council authorize the Mayor to sign the Settlement Agreement and Release as well as the General Warranty Deed.

**RESOLUTION NO. 2610-26**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE AND GENERAL WARRANTY DEED FOR THE DONATION OF PROPERTY AT 1324 VALLEY FROM CALEB WOOTEN AND MOLLY PARKER TO THE CITY OF HANNIBAL.**

**WHEREAS,** The property at 1324 Valley is in extreme state of disrepair and has been determined to be a nuisance by the City, and

**WHEREAS,** The owners of the property, Caleb Wooten and Molly Parker, have agreed to donate the property to the City of Hannibal, and

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

**SECTION ONE:** That the Mayor is hereby authorized to execute a Settlement Agreement & Release, and General Warranty Deed for the donation of property at 1324 Valley from Caleb Wooten and Molly Parker to the City of Hannibal.

**SECTION TWO:** This resolution shall be effective immediately upon its adoption and approval.

**ADOPTED THIS 2<sup>nd</sup> DAY OF JUNE, 2026.**

**APPROVED THIS 2<sup>nd</sup> DAY OF JUNE, 2026.**

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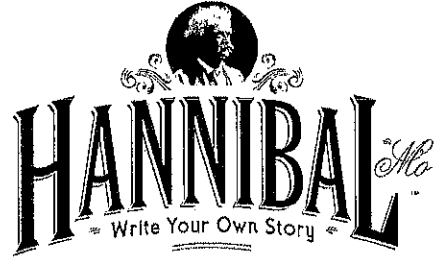
**Darrell McCoy, Mayor**

**ATTEST:**

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**Melissa Cogdal, City Clerk**

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



**Fax: 573 221-0707**

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TO: City Clerk, Mayor, and City Council  
FROM: Andrew Dorian, City Manager  
DATE: May 21, 2026  
RE: Approval of Engineering Agreement – Roof Assessment for Old Manchester Tank Building

**Recommendation**

Staff recommends approval of the attached engineering agreement with Klingner & Associates, P.C. for a roof assessment and report for the Old Manchester Tank Building located at 3752 Warren Barrett Drive.

**Background and Purpose**

The City has identified the need to evaluate the condition of the roof system at the Old Manchester Tank Building which is currently being leased to General Mills. The structure contains approximately 100,000 square feet of roofing, consisting of an aging TPO membrane with multiple underlying layers. Due to the age and condition of the roof, it is prudent to conduct a professional assessment to determine the most cost-effective and sustainable course of action moving forward.

**Scope of Services**

Klingner & Associates will conduct a site visit, perform roof core sampling, moisture readings, photo documentation, evaluate repair versus replacement options, perform life-cycle cost analysis, and prepare a final report with recommendations. They will also meet with City staff to review the findings.

**Financial Impact**

The proposed services will be completed for a lump sum fee of \$7,800.00.

**Conclusion**

This assessment is a necessary first step in addressing long-term maintenance and capital planning needs. The report will guide decision-making and funding priorities.

**Action Requested**

Approve the engineering agreement with Klingner & Associates, P.C. in the amount of \$7,800 for completion of the roof assessment and report.

**RESOLUTION NO. 2611-26**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
ENGINEERING AGREEMENT WITH KLINGNER & ASSOCIATES, P.C. FOR  
A ROOF ASSESSMENT AND REPORT FOR THE OLD MANCHESTER TANK  
BUILDING**

WHEREAS, the City of Hannibal owns the Old Manchester Tank Building located at 3752 Warren Barrett Drive; and

WHEREAS, the building contains approximately 100,000 square feet of roofing that is aged and in need of professional evaluation; and

WHEREAS, the City desires to assess the current condition of the roof system and evaluate options for repair or replacement, including life-cycle cost considerations; and

WHEREAS, Klingner & Associates, P.C. has submitted a proposal to perform a roof assessment, evaluate repair and replacement options, and prepare a report with recommendations; and

WHEREAS, the proposed scope of services includes site inspection, moisture testing, core sampling, evaluation of alternatives, and preparation of a final report for a lump sum fee of \$7,800; and

WHEREAS, the City Council finds it to be in the best interest of the City to obtain professional engineering services to guide future capital improvements and maintenance decisions.

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

**SECTION ONE:** That the Mayor is hereby authorized to execute the proposal submitted by Klingner & Associates, P.C. for a roof assessment and report for the Old Manchester Tank Building in the amount of \$7,800 is hereby approved.

**SECTION TWO:** This resolution shall be effective immediately upon its adoption and approval.

**ADOPTED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

**APPROVED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

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**Darrell McCoy, Mayor**

**ATTEST:**

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**Melissa Cogdal, City Clerk**

June 19, 2026

Mr. Andy Dorian, City Manager  
City of Hannibal, Mo.  
320 Broadway  
Hannibal, Mo. 62401

RE: Architectural Services Agreement

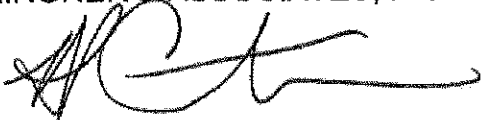
Dear Mr. Dorian,

Enclosed is our architectural services agreement for Roof Assessment and Report.

If the agreement is acceptable, please sign and return one copy to our office. If you have any questions, please call. We look forward to working with you on this project.

Very truly yours,

KLINGNER & ASSOCIATES, P.C.



Michael Carter, Architect

HMC:\hpc\p:\HANNIBAL\PREPROJ\HANNIBALCITY\MANCHESTER TANK\20260422 ROOF REPAIRS\20260423 AGREEMENT - CITY OF HANNIBAL.DOCX

Enclosures: Architectural Services Agreement

### ARCHITECTURAL SERVICES AGREEMENT

DATE May 19, 2026  
PROJECT TYPE (Office Code) 0903  
PROJECT RESPONSIBLE STAFF  
HMC

CLIENT City of Hannibal

PHONE NO. 573-221-0154

CONTACT PERSON Andy Dorian

CELL NO. \_\_\_\_\_

TITLE City Manager

EMAIL: ADorian@hannibal-mo.gov

ADDRESS 320 Broadway, Hannibal, Mo. 62401

**PROJECT AND SCOPE OF SERVICES:** The Architect (Klingner & Associates, P.C.) agrees to provide to you (the Client) the following architectural services:

See Attachment I - SCOPE OF SERVICES

**FEES AND EXPENSES:** Our services will be charged on a Lump Sum basis of Seven Thousand, Six Hundred Dollars and No/100 (\$7,800.00), plus all "Reimbursable Expenses" as described on the attached Scope of Services.

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

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

Architect: **KLINGNER & ASSOCIATES, P.C.**

**CLIENT:**

By  \_\_\_\_\_

By \_\_\_\_\_

Title Architect

Title \_\_\_\_\_

Project No. \_\_\_\_\_

Date \_\_\_\_\_

**I. PROJECT DESCRIPTION / UNDERSTANDING**

The City of Hannibal has requested that Klingner & Associates, P.C. (Klingner) provide a proposal for Architectural services which would involve performing a roof assessment, evaluation of options and preparation of report with regards to the existing “Old Manchester Tank Building” located at 3752 Warren Barrett Drive, Hannibal, Mo. The roof area is approximately 100,000 sf and the roof system consists of an aged TPO membrane over various layers of roof underlayments and insulation. Options to be evaluated include recoating systems and new roof systems.

**II. SCOPE OF SERVICES**

Our Scope of Services is outlined below:

**1. Meetings:**

The Architect plans to attend one (1) meeting to review a final draft of the report with City of Hannibal.

**2. Roof Assessment:**

The assessment of existing conditions will include a site visit to collect roof core samples, photo-document the site, and take moisture readings. The owner will need to provide a lift for roof access.

**3. Evaluation of Options**

With the assessment of existing conditions complete, preferred options will be determined for roof repair or replacement

- Evaluate products and determine pros and cons of each.
- Provide a life cycle cost analysis for each option by determining up-front installation cost, on-going maintenance cost and life expectancy.

**4. Report**

Prepare a report which includes the assessment of existing conditions, product research, reviewed options and suggested options.

**III. Compensation:**

The scope of services stated above shall be based on a lump sum fee of \$7,800.00.

**IV. INFORMATION TO BE PROVIDED TO KLINGNER BY OWNER:**

- Client shall provide input for preparation of report and during project management phase.
- Any documents available associated with previous roof installation and repairs.

**V. CONSULTANT SERVICES**

Klingner does not anticipate the need to hire any subconsultants for this project.

**VI. REIMBURSABLE EXPENSES**

In addition to the compensation for basic engineering services, normal project-related reimbursable expenses will be charged at our standard rates. The reimbursable expenses shall include:

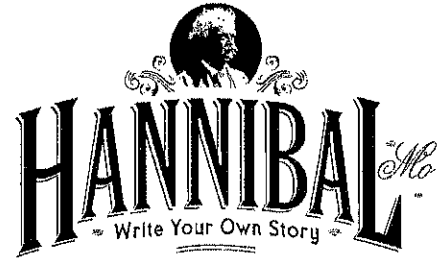
- Meetings other than those mentioned in the scope of services listed above
- Other project specific expenses pre-authorized by the Client

**VII. ADDITIONAL SERVICES**

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

- Design services including the preparation of design drawings and details.
- Preparation of bid documents.
- Construction Administration Services.
- Asbestos sampling and testing.

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



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## **Memorandum**

**To:** Mayor and Members of the Hannibal City Council

**From:** Andy Dorian

**Date:** May 21, 2026

**Re:** Recommendation for Approval – Ordinance Revising Chapter 32, Article XI (Historic District Development Commission)

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### Background

The attached ordinance proposes revisions to Chapter 32, Article XI of the City of Hannibal Code, governing Historic Districts and Individual Local Historic Landmarks. The primary purpose of the ordinance is to reorganize, clarify, and correct existing provisions related to the Historic District Development Commission (HDDC), including resolving prior numbering inconsistencies and improving the structure of the ordinance.

Specifically, the ordinance addresses prior errors in section numbering and consolidates HDDC-related provisions into a clearly defined division, improving usability and legal clarity.

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### Summary of Key Changes

The proposed ordinance makes several important updates:

- **Reorganization of Article XI:**

Establishes clearer divisions within Article XI, separating general provisions, district-specific regulations, individual landmarks, and HDDC provisions into distinct and logically arranged sections.

- **Correction of Numbering Errors:**

Fixes prior duplications and misassignments of section numbers, ensuring the code is internally consistent and easier to navigate.

- **Creation of a Dedicated HDDC Division:**

Consolidates all provisions related to the HDDC into Division 4, improving clarity regarding its authority, duties, and processes.

- **Establishment of Clear Review Procedures:**

Codifies the requirement for a “letter of approval” before issuance of permits for exterior work within historic districts or on designated landmarks, ensuring proper review of proposed changes.

- **Appeals Process:**

Provides a formal process for appeals of HDDC decisions to the Zoning Commission, including timelines and notice requirements.

- **Enforcement Provisions:**

Establishes penalties for undertaking work without HDDC approval and clarifies enforcement responsibilities, including escalating fines for repeat violations.

- **Clarification of Maintenance Standards:**

Defines repairs and maintenance as regulated “exterior changes,” while protecting property owners from being required to upgrade existing features so long as no visual or material changes are made from their condition as of January 1, 2025.

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## Analysis

The proposed revisions are primarily administrative and procedural in nature but provide meaningful improvements in the clarity and enforceability of the City’s historic preservation framework.

By consolidating HDDC provisions into a single division and correcting numbering inconsistencies, the ordinance enhances accessibility for property owners, contractors, staff, and decision-makers. This clarity reduces the likelihood of confusion, misinterpretation, or procedural error.

The addition of a clearly defined approval process and written timelines improves transparency and predictability for applicants. Likewise, the new appeals process provides due process protections while maintaining an efficient review structure.

Enforcement provisions strengthen the City's ability to ensure compliance while maintaining proportional penalties and explicitly stating that jail time will not apply, aligning enforcement with the administrative nature of the violations.

Importantly, the ordinance also balances preservation goals with practical considerations for property owners by allowing routine maintenance to proceed without requiring upgrades that would impose undue financial burdens.

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#### Recommendation

The proposed ordinance represents a comprehensive and practical update to the City's historic preservation regulations. It resolves existing deficiencies, improves organization, and enhances both procedural fairness and administrative efficiency.

**Staff recommends that the City Council approve the ordinance as presented.**

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**BILL NO. 26-006**

**ORDINANCE NO. 5023**

**FIRST READING 06.02.2026**

**SECOND READING 06.16.2026**

**AN ORDINANCE REVISING CHAPTER 32, ARTICLE XI. - HISTORIC DISTRICTS AND INDIVIDUAL LOCAL HISTORIC LANDMARKS OF THE REVISED ORDINANCES OF THE CITY OF HANNIBAL, REGARDING DIVISION 4, HISTORIC DISTRICT DEVELOPMENT COMMISSION (HDDC), BY REVISING, NUMBERING AND SECTIONS**

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

**Section 1.** WHEREAS, the City Council by Ordinance previously created the Historic District Development Commission (HDDC) to set out Guidelines for construction, repairs and changes made to improvements in the historic district.

AND WHEREAS upon review of the matter, the council determined that ordinances governing the HDDC, designating its powers and procedures needed to be set out in its own separate Division with certain corrections and revisions.

AND WHEREAS however, Ordinance # \_\_\_\_\_, in error assigned Ordinance number 32-478 and 32-479 to certain ordinances when such numbers had previously been assigned in a different Article.

NOW THEREFORE, the City Council makes the following amendments to Chapter 32, Article XI of the ordinances of the City of Hannibal.

**Section 2.** Sec. 32-414. - Setbacks and facades for the H-1 district. of the ordinances of the City of Hannibal is hereby moved from Division 1 to Division 2 and renumbered Sec. 32-428.

**Section 3.** DIVISION 1. – GENERALLY, of Chapter 32, Article XI shall contain Sections 32-412 through 32-422, with Sections 32-414--32-422 to be reserved.

**Section 4.** DIVISION 2. – DISTRICT H-1 of Chapter 32, Article XI, shall consist of Sections 32-423—32-431, with sections 32-427—32-447 to be reserved.

**Section 5.** DIVISION 2. – DISTRICT H-1 of Chapter 32, Article XI Section 32-442, shall be renumbered Section 32-423.

**Section 6.** DIVISION 2. – DISTRICT H-1 of Chapter 32, Article XI, Section 32-443 shall be renumbered Section 32-424.

**Section 7.** DIVISION 2. – DISTRICT H-1 of Chapter 32, Article XI, Section 32-446 shall be renumbered Section 32-425.

**Section 8.** DIVISION 2. – DISTRICT H-1 of Chapter 32, Article XI, Section 32-447 shall be renumbered Section 32-426.

**Section 9.** DIVISION 3. – INDIVIDUAL LOCAL HISTORIC LANDMARKS of Chapter 32, Article XI, shall consist of Sections 32-448—32-458, with sections 32-452—32-458 to be reserved.

**Section 10.** Division 4 of said Chapter 32, Article XI shall henceforth consist of Sections 32-459—32-477 with sections 32-464—32-477 to be reserved. and shall be headed as follows:

**DIVISION 4. – HISTORIC DISTRICT DEVELOPMENT COMMISSION.**

**Section 11.** Previous Ordinance Sec. 32-444, which was improperly number 32-478. of the ordinances of the City of Hannibal when it was moved to Division 4 is hereby renumbered Sec. 32-459.

**Section 12.** Previous Ordinance Sec. 32-445, which was improperly number 32-479. of the ordinances of the City of Hannibal when it was moved to Division 4 is hereby revoked, but a new Section 32-460 is hereby enacted in its place as follows:

**Sec. 32-460. - Letter of approval or denial.**

No exterior change of any building or improvement in a historic district or to an individual local historic landmark subject to this chapter shall be made unless the property owner obtains a building permit. No building or occupancy permits shall be issued for the construction, reconstruction, demolition, alteration or any exterior change of any structure now or hereafter existing within the boundaries of local historic districts or individual local historic landmarks, unless a "letter of approval" is issued by the historic district development commission. Where any change is contemplated, all applications for such letter of approval for any structure within such districts or individual local historic landmarks, filed with the city clerk, shall be referred to the said commission before a letter of approval or denial is issued. It shall be the duty of the commission to examine the plans for said proposed building, particularly with reference to the exterior architectural features thereof, and to approve or disapprove the same. In making its determinations, the commission shall be guided by the intent and purpose of this chapter and shall approve the plans for said building or improvement, provided it finds that they are in accordance with the published "design review guidelines" established by the commission and approved by the council. The commission shall hear the applicant for the work in question and the owner of the lot upon which it is proposed to erect or alter the structure in question, together with any other persons, either residents or property owners, desiring to be heard. Should the commission disapprove the plans of the applicant, it shall be its duty to suggest to the applicant any alteration in the design or plan of said building, which will make it comply with the conditions necessary for approval. If the applicant agrees at the public historic district development commission meeting in which the application is being considered, to the suggested changes, a letter of approval may be granted subject to the suggested changes. If the applicant rejects the suggested changes the commission shall issue a letter of denial. City staff shall send by mail the letter of approval or letter of denial, with suggestions that will bring the application into compliance with this article, within three business days of the historic district development commission meeting in which the application was heard.

**Section 13.** A new Section 32-461 is hereby enacted as follows:

**Sec. 32-461. – Appeals Process**

- a) Any person who has been aggrieved by a determination of the HDDC may appeal the determination or decision to the Zoning Commission as created and governed under Chapter 13 of the Ordinances of the City of Hannibal. Such appeal shall be filed in writing with the City Clerk, and shall include at a minimum, a copy of the decision of the HDDC complained of, or if such decision is not available a written description of the action sufficient to allow the Zoning Commission to consider the matter and to make a determination.
- b) Appeals shall be set for hearing no later than 30 days after filing of the appeal with the City Clerk, to allow sufficient time for interested parties to be notified of the hearing.
- c) At least seven (7) days prior to the hearing on any such appeal, the commission shall send a copy of the appeal, and stating the time and place of the hearing, to the last known abode of the owners of all property, according to the city records, adjacent to or lying within one hundred eighty-five (185) feet of all boundaries of the property under consideration. All costs of obtaining a certified list, delivery fees, etc. shall be borne by the applicant.

**Section 14.** A new Section 32-462 is hereby enacted as follows:

**Sec. 32-462. – Failure to obtain letter of approval.**

- (a) Any person who initiates any building or improvement subject to the provisions of this division without first applying for and obtaining a "letter of approval" shall be deemed in violation of this chapter.
- (b) The HDDC shall inform the Building Inspector of any violations of this section. The building inspector shall investigate such violations and upon determination of a violation may file an appropriate complaint in the Hannibal Municipal Court in conjunction with the office of the City Prosecutor.
- (c) Each day any violation of this article shall continue shall constitute a separate offense.
- (d) Any person convicted of any violation of this chapter, within the same 12-month period, shall be punished by a fine, including court costs not to exceed the following amounts:
  - (1) First Violation -- \$200.00
  - (2) Second Violation --\$275.00
  - (3) Third Violation --\$350.00
  - (4) Fourth and subsequent violations—450.00

Jail time shall not accrue for violations of this ordinance.

**Section 15.** A new Section 32-463 is hereby enacted as follows:

**Sec. 32-463. – Repairs and Maintenance.** Repairs or maintenance are "exterior changes" as set out in Section 32-460 of these ordinances. As a result, repair or maintenance of a building or improvement in any historic district which is regulated by this section shall be governed

by the guidelines promulgated by the HDDC. However, nothing in these guidelines shall be construed to require a modification to an existing building to bring it into compliance with current guidelines provided that the repairs or maintenance do not change the building or improvement's appearance or materials used in the building or improvement's condition or construction as they existed on Jan 1, 2025.

**Section 17.** 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 18.** All ordinances and parts of ordinances in conflict with this ordinance, in so far as they conflict, are hereby repealed.

**Section 19.** That this Ordinance shall be in full force and effect from and after its passage and approval.

**Adopted on this 16<sup>th</sup> day of June, 2026.**

**Approved on this 16<sup>th</sup> day of June, 2026.**

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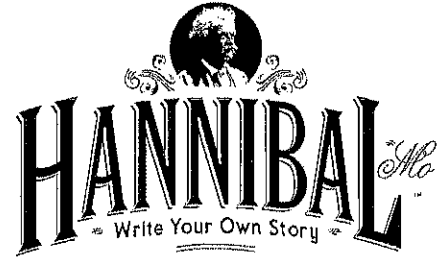
**Darrell McCoy, Mayor**

**Attest:**

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**Melissa Cogdal, City Clerk**

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



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TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 5/18/2026

RE: Award of Demolition Contract – Former St. Elizabeth Hospital

#### Recommendation

Staff recommends that the City Council approve the low bid submitted by **GreenTrac, LLC** in the amount of **\$1,400,000** for the demolition of the former St. Elizabeth Hospital.

---

#### Background

The City solicited bids for the demolition and associated site clearance of the former St. Elizabeth Hospital. This project is a critical step toward eliminating a long-vacant structure, addressing public safety concerns, and preparing the site for potential future redevelopment.

A total of **nine (9) bids** were received and reviewed by staff for responsiveness, completeness, and contractor qualifications.

---

#### Bid Evaluation

Following review, **GreenTrac, LLC** was determined to be the **lowest responsive and responsible bidder** with a total bid of **\$1,400,000**.

GreenTrac, LLC meets all required specifications and submitted a complete and compliant bid package. Their proposal reflects a clear understanding of the project scope, including demolition, debris removal, and site restoration requirements.

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### Contractor Qualifications

GreenTrac, LLC brings **over 25 years of experience** in demolition services, including projects of similar size and complexity. Their extensive background demonstrates:

- Proven capability in large-scale structural demolition
- Adherence to environmental and safety regulations
- Successful completion of comparable municipal projects
- Strong reputation for completing work on time and within budget

Staff has reviewed their qualifications and determined them to be well-suited to perform the work.

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### Fiscal Impact

The total contract amount of **\$1,400,000** is within the project budget allocation. Approval of this contract will allow the City to proceed promptly with demolition activities.

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### Conclusion

Based on the competitive bidding process, thorough evaluation, and contractor qualifications, staff recommends awarding the demolition contract to **GreenTrac, LLC** as the lowest responsive and responsible bidder.

---

### Action Requested

Approval by the City Council to award the contract for demolition of the former St. Elizabeth Hospital to **GreenTrac, LLC** in the amount of **\$1,400,000**, and authorization for the Mayor to execute the necessary contract documents.

---

**RESOLUTION NO. 2614-26**

**A RESOLUTION AWARDDING A CONTRACT FOR THE DEMOLITION OF THE FORMER ST. ELIZABETH HOSPITAL TO GREENTRAC, LLC IN THE AMOUNT OF \$1,400,000, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.**

WHEREAS, the City of Hannibal solicited competitive bids for the demolition and site clearance of the former St. Elizabeth Hospital; and

WHEREAS, the demolition of the structure is necessary to address public safety concerns, eliminate a long-vacant building, and prepare the site for future redevelopment; and

WHEREAS, a total of nine (9) bids were received and reviewed by City staff for responsiveness, completeness, and contractor qualifications; and

WHEREAS, GreenTrac, LLC submitted the lowest responsive and responsible bid in the amount of One Million Four Hundred Thousand Dollars (\$1,400,000); and

WHEREAS, GreenTrac, LLC has demonstrated over twenty-five (25) years of experience and the capability to perform large-scale demolition projects in compliance with all applicable safety and environmental regulations; and

WHEREAS, the bid submitted by GreenTrac, LLC meets all required specifications and falls within the project budget allocation;

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

**SECTION ONE:** The City Council hereby awards the contract for demolition of the former St. Elizabeth Hospital to **GreenTrac, LLC** in the amount of **\$1,400,000**, as the lowest responsive and responsible bidder.

**SECTION TWO:** The Mayor is hereby authorized and directed to execute the contract and any other necessary documents on behalf of the City.

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

**ADOPTED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

**APPROVED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

\_\_\_\_\_  
**Darrell McCoy, Mayor**

**ATTEST:**

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

# KLINGNER & ASSOCIATES, P. C.

Engineers • Architects • Surveyors

QUINCY • GALESBURG • BURLINGTON • PELLA • DAVENPORT • HANNIBAL • COLUMBIA • CARBONDALE

OWNER NAME: City of Hannibal

Bid Date: Tuesday, May 5, 2026

Bid Location: Hannibal City Hall

Bid Time: 1:00 PM

PROJECT NAME: St. Elizabeth's Hospital Demolition

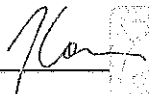
Project No.: 25-1070

**BID TABULATION**

Contractor	A/E Estimate	DW Zinser Company, Inc.	GreenTrac, LLC	Cornelius Wrecking	Derrick Fee dba RedRock	Dore & Associates
Bid Bond or Certified Check		Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
<b>Addenda Acknowledged</b>						
Addendum 1		Yes	Yes	Yes	Yes	Yes
Base Bid	\$2,300,000.00	\$1,448,000.00	\$1,400,000.00	\$1,533,945.00	\$1,650,000.00	\$1,794,400.00
Alternate #1 - All Foundations to 4'		-\$171,000.00	-\$58,993.00	\$1,387,520.00	-\$25,000.00	-\$66,300.00
Alternate #2 - NW Foundations to 4'		-\$40,000.00	-\$10,000.00	\$1,492,885.00	-\$10,000.00	-\$32,100.00
Total Base + Bid Alt #1		\$1,277,000.00	\$1,341,007.00	---	\$1,625,000.00	\$1,728,100.00
Total Base + Bid Alt #2		\$1,408,000.00	\$1,390,000.00	---	\$1,640,000.00	\$1,762,300.00

Contractor	A/E Estimate	Green Demolition Contractors, Inc.	Veit Company, Inc.	Sabre Demolition Corporation	Total Wrecking & Environmental, LLC
Bid Bond or Certified Check		Bid Bond	Bid Bond	Bid Bond	Bid Bond
<b>Addenda Acknowledged</b>					
Addendum 1		Yes	Yes	Yes	Yes
Base Bid	\$2,300,000.00	\$1,888,000.00	\$2,233,000.00	\$2,237,000.00	\$3,149,993.00
Alternate #1 - All Foundations to 4'		-\$98,000.00	-\$225,000.00	-\$210,000.00	-\$212,802.00
Alternate #2 - NW Foundations to 4'		-\$28,000.00	-\$5,000.00	-\$28,000.00	-\$101,249.00
Total Base + Bid Alt #1		\$1,790,000.00	\$2,008,000.00	\$2,027,000.00	\$2,937,191.00
Total Base + Bid Alt #2		\$1,860,000.00	\$2,228,000.00	\$2,209,000.00	\$3,048,744.00

Respectfully Submitted By:



Jessica A. Coca  
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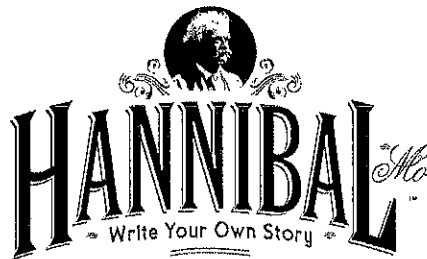
May 5, 2026  
Date

Jessica Coca, PE  
Klingner & Associates, PC

Irregularity in bid, appears to have provided a total price not an "ADD" or "DEDUCT" price for alternates

Hannibal, MO -- Phone (573) 221-0020

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



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## MEMORANDUM

**To:** Mayor, City Clerk and City Council

**From:** Andy Dorian

**Date:** May 28, 2026

**Subject:** Approval of Engineering Agreement – St. Elizabeth’s Demolition Project

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### Background

The City of Hannibal has received a proposal from Klingner & Associates, P.C. to provide construction-phase engineering and environmental services for the demolition of the former St. Elizabeth’s Hospital. The project is anticipated to occur between July and November 2026.

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### Scope of Services

Klingner & Associates will provide services across three primary areas:

- **Construction Services**
  - Pre-demolition meeting and coordination
  - Bi-weekly progress meetings
  - Review of contractor pay estimates
  - Substantial completion and punch list review
- **Environmental Services**
  - Air clearance sampling following asbestos abatement
  - Hazardous materials observation and verification prior to demolition
- **Construction Material Testing & Demolition Observation**
  - Soil testing and compaction verification

- Regular on-site observation visits and reporting
- Documentation of project progress and deficiencies

These services are intended to support the City during demolition but do not include contractor supervision or project management responsibilities.

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#### Cost

The agreement is structured on an hourly basis with an estimated total cost of:

- Construction Services: \$13,000
- Environmental Services: \$20,000
- CMT / Demolition Observation: \$16,000

**Total Estimated Cost: \$49,000**

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#### Recommendation

Staff recommends approval of the engineering agreement with Klingner & Associates, P.C. in an amount not to exceed \$49,000 for construction-phase services related to the St. Elizabeth's demolition project.

This agreement will ensure proper oversight of demolition activities, compliance with environmental regulations, and documentation of construction progress, thereby protecting the City's interests throughout the project.

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#### Action Requested

Approve the Engineering Agreement with Klingner & Associates, P.C. and authorize the Mayor to execute the agreement.

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**RESOLUTION NO. 2615-26**

**A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH  
KLINGNER & ASSOCIATES, P.C. FOR CONSTRUCTION-PHASE SERVICES  
ASSOCIATED WITH THE DEMOLITION OF THE FORMER ST. ELIZABETH'S  
HOSPITAL.**

**WHEREAS**, the City of Hannibal has determined that the demolition of the former St. Elizabeth's Hospital is necessary and in the best interests of the community; and

**WHEREAS**, the City has received a proposal from Klingner & Associates, P.C. to provide construction-phase engineering, environmental, and construction material testing services for said demolition project; and

**WHEREAS**, the proposed services include construction coordination and observation, environmental compliance monitoring, air clearance sampling, hazardous materials verification, and soil testing and documentation; and

**WHEREAS**, the total cost of the agreement is structured on an hourly basis with an estimated amount not to exceed Forty-Nine Thousand Dollars (\$49,000); and

**WHEREAS**, City staff has recommended approval of this agreement to ensure proper oversight of demolition activities, compliance with applicable environmental regulations, and protection of the City's interests during the project; and

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

**SECTION ONE:** The City Council hereby approves the \$49,000 Engineering Services Agreement between the City of Hannibal and Klingner & Associates, P.C. for construction-phase services related to the demolition of the former St. Elizabeth's Hospital.

**SECTION TWO:** The Mayor is hereby authorized and directed to execute the agreement on behalf of the City of Hannibal and to take all necessary actions to carry out the intent of the resolution.

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

**ADOPTED THIS 2<sup>nd</sup> DAY OF JUNE, 2026  
APPROVED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

\_\_\_\_\_  
**Darrell McCoy, Mayor**

**ATTEST:**

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



Engineers • Architects • Surveyors

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**PROPOSAL FOR:** City of Hannibal  
**PROJECT:** 25-1070, St. Elizabeth's Demolition & Hazardous Materials Removal  
**DATE:** 5/28/2026

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**I. PROJECT DESCRIPTION/UNDERSTANDING**

The City of Hannibal (Client) has requested that Klingner & Associates, P.C. (Klingner) provide a proposal for construction phase services associated with the demolition of the former St. Elizabeth's Hospital in Hannibal, MO. We anticipate that the demolition work will occur between July 2026 and November 2026.

**II. SCOPE OF SERVICES**

Our Scope of Services for each individual discipline is outlined below.

**1. CONSTRUCTION SERVICES**

- Conduct a pre-demolition meeting (proposed to be at City Hall or the project site, TBD)
- Conduct virtual bi-weekly progress meetings. We anticipate 12 virtual meetings.
- Provide clarifications during demolition period
- Conduct a substantial completion/punch list meeting with City and Contractor
- Review pay estimates and submit to the City for approval

**2. ENVIRONMENTAL SERVICES:**

**Air Clearance Sampling:** Provide post-abatement visual inspection and air clearance sampling for friable asbestos containing material removals. We anticipate that five (5) air clearance samples will be collected in each work area. Samples will be analyzed by NIOSH Method 7400 by PCM. We anticipate that up to 6 visits will be required for clearances and for each visit, 2 containments will be tested. We anticipate that a subcontractor will be utilized for some or all of the clearance sampling.

**Hazardous Materials Observations:** Provide a walk-through of each structure after completion of all work by the Hazardous Materials Contractor prior to release of structure to the Demolition Contractor for visual observation of removals.

**3. CONSTRUCTION MATERIAL TESTING & DEMOLITION OBSERVATION**

**Earthwork:** The density testing will involve the development of moisture density curves (Standard Proctor – ASTM D698) and relative density (ASTM D4253-D4254) of various fill materials to be used at the site including on-site soils and imported aggregates. Some materials may require testing for swelling clays by Atterberg Limits (ASTM D4318). The moisture density relationships will be used in order to check soil compaction density and moisture in the field with our nuclear density gauges according to ASTM D6938. Various levels of compaction are likely required for non-structural fill, structural fill, and beneath pavement areas. Some geotechnical engineering consultation may be necessary from time to time if unsuitable soils are encountered. Photographs of conditions will be obtained periodically as the construction progresses.

Construction Observation is intended to assist the Owner and Engineer or be "eyes" and "ears" during construction or demolition in this case. This role is observational only and does not encompass traditional Resident Project Representative (RPR) duties, formal contract

administration, or management of the documentation / tracking of project schedule and budget. The construction observer (CO) will conduct regular site visits (est. - an average of 3 visits per week mostly partial days for 6 weeks). We will document any deficiencies discovered during the site visits and communicate any such deficiencies to the Contractor Superintendent and PM promptly. The CO will maintain on-site daily work reports that document weather conditions, trades present, work locations, progress or lack thereof, material deliveries, or any significant event while on-site. Photographs will also be taken at each visit and select photos will be included with the daily reports and the others will be made available to the Owner upon request. The CO will NOT supervise, direct, or control the Contractor's means, methods, techniques, or sequences. The CO does NOT possess the authority to stop work, authorize changes to the contract time or price, or formally interpret contract documents (i.e. RFIs). The CO does NOT assume responsibility for jobsite safety or safety programs, which are the responsibility of the Contractor. The CO will NOT certify or warrant the Contractor's work; rather the CO will provide observations to support the PM's recommendations for progress payments.


**III. COMPENSATION**

Compensation shall be hourly. Payments shall be made in accordance with our General Terms and Conditions. These fees are generated in relation to the Scope of Services above.

<b>FEE BY DISCIPLINE AND PHASE</b>	
<b>Discipline / Phase</b>	<b>Hourly Fee Est.</b>
<b>CONSTRUCTION SERVICES</b>	\$13,000
<b>ENVIRONMENTAL SERVICES</b>	\$20,000
<b>CMT / DEMOLITION OBSERVATION</b>	\$16,000
<b>Total Opinion of Probable Cost:</b>	<b>\$49,000</b>

**IV. APPROVAL**

All services will be completed in accordance with the terms included in the attached General Terms and Conditions.

  
 \_\_\_\_\_  
 Jessica Coca, PE  
 Environmental Department Manager  
 Klingner & Associates, P.C.

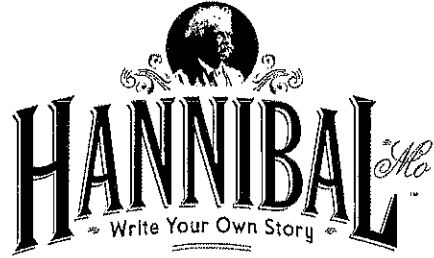
May 28, 2026

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Mayor  
 City of Hannibal

\_\_\_\_\_  
 Date

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



---

TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 5/18/2026

RE: Award of Bid – Hazardous Materials Abatement for Former St. Elizabeth Hospital Demolition

#### Recommendation

Staff recommends that the City Council award the contract for hazardous materials abatement associated with the demolition of the former St. Elizabeth Hospital to **General Waste Services, LLC** in the amount of **\$254,049**, as the lowest responsive and responsible bidder.

---

#### Background

As part of the planned demolition of the former St. Elizabeth Hospital, the City must first complete the removal and proper disposal of hazardous building materials, including but not limited to **asbestos-containing materials, lead-based paint, and other regulated substances**. This abatement work is required to ensure compliance with federal and state environmental regulations and to protect public health and safety.

The City publicly solicited bids for these services and received a total of **four (4) bids** from qualified contractors.

---

## Bid Results Summary

Following review and evaluation of the submitted bids, **General Waste Services, LLC** was determined to be the **lowest responsive and responsible bidder** with a bid amount of **\$254,049**.

---

## Contractor Qualifications

General Waste Services, LLC has demonstrated extensive experience and expertise in hazardous materials abatement, including:

- **Over 39 years of industry experience**
- **Completion of more than 1,500 abatement projects**
- **Work spanning governmental, commercial, and industrial sectors**

Their experience and proven track record indicate a strong capability to safely and effectively complete the required abatement work in accordance with all applicable regulations and project specifications.

---

## Fiscal Impact

The total project cost for this phase of work is **\$254,049**, which will be paid from funds allocated for the demolition of the former St. Elizabeth Hospital.

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## Conclusion

Awarding the contract to General Waste Services, LLC represents the most cost-effective and responsible option for the City, while ensuring the work is completed by a qualified and experienced contractor.

---

## Requested Action

**Staff respectfully requests City Council approval to award the contract to General Waste Services, LLC in the amount of \$254,049 for hazardous materials abatement at the former St. Elizabeth Hospital site.**

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**RESOLUTION NO. 2613-26**

**A RESOLUTION AWARDING A CONTRACT FOR HAZARDOUS MATERIALS  
ABATEMENT SERVICES FOR THE DEMOLITION OF THE FORMER ST.  
ELIZABETH HOSPITAL**

**WHEREAS**, the City of Hannibal is undertaking the demolition of the former St. Elizabeth Hospital; and

**WHEREAS**, prior to demolition, hazardous materials including asbestos-containing materials, lead-based paint, and other regulated substances must be properly removed and disposed of in accordance with applicable federal and state regulations to protect public health and safety; and

**WHEREAS**, the City publicly solicited bids for hazardous materials abatement services and received four (4) bids from qualified contractors; and

**WHEREAS**, after review and evaluation of the bids, General Waste Services, LLC was determined to be the lowest responsive and responsible bidder in the amount of Two Hundred Fifty-Four Thousand Forty-Nine Dollars (\$254,049); and

**WHEREAS**, General Waste Services, LLC has demonstrated extensive qualifications, including over 39 years of experience and completion of more than 1,500 abatement projects across governmental, commercial, and industrial sectors; and

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

**Section 1.** The City Council hereby awards the contract for hazardous materials abatement related to the demolition of the former St. Elizabeth Hospital to **General Waste Services, LLC** in the amount of **\$254,049**.

**Section 2.** The Mayor is hereby authorized and directed to execute a contract agreement with General Waste Services, LLC and to take all necessary actions to carry out the intent of this Resolution.

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

**ADOPTED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**  
**APPROVED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

\_\_\_\_\_  
**Darrell McCoy, Mayor**

**ATTEST:**

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



QUINCY • GALESBURG • BURLINGTON • PELLA • DAVENPORT • HANNIBAL • COLUMBIA • CARBONDALE

OWNER NAME: City of Hannibal Bid Date: Tuesday, May 5, 2026  
 Bid Location: Hannibal City Hall  
 Bid Time: 1:00 PM  
 PROJECT NAME: Removal Project No.: 25-1070  
St. Elizabeth's Hospital - Hazardous Materials

BID TABULATION

Contractor	A/E Estimate	General Waste Services		Alloy Group	ARSI, Inc.	Thornburgh Abatement, Inc.
		Bid Bond	Bid Bond			
Addenda Acknowledged						
Addendum 1		Yes	Yes	Yes	Yes	Yes
Base Bid	\$480,000.00	\$247,355.00	\$374,400.00	\$482,000.00	\$685,444.00	
Unit Pricing						
TSI (250 LF)		\$3,250.00	\$3,250.00	\$8,750.00	\$16,250.00	
Flooring + Mastic (500 SF)		\$2,500.00	\$2,500.00	\$3,250.00	\$3,625.00	
Hourly Rate (8 Hours)		\$944.00	\$1,036.00	\$630.00	\$850.00	
<b>Total (Including Unit Pricing)</b>	<b>\$480,000.00</b>	<b>\$254,049.00</b>	<b>\$381,186.00</b>	<b>\$494,630.00</b>	<b>\$706,169.00</b>	

Respectfully Submitted By:

*Jessica A. Coca*  
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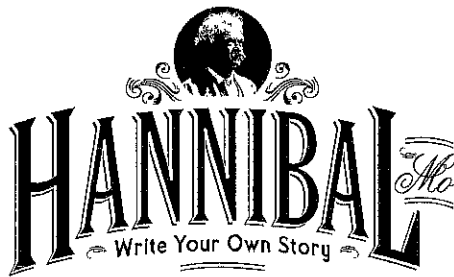
Jessica Coca, PE

May 5, 2026

Date

Klingner & Associates, PC

Hannibal, MO – Phone (573) 221-0020



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## MEMORANDUM

**TO:** Mayor McCoy and Members of City Council

**FROM:** Bianca Quinn, Finance Director

**DATE:** May 27, 2026

**SUBJECT:** FY2026 Budget Amendment Resolution  
FY2027 Budget Appropriations Ordinance  
FY2027 Payroll Ordinance

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

- **FY2026 Budget Amendments:** This resolution outlines the adjustments to be made to our current operating budget to various line items in multiple departments/funds for the reasons outlined
- **FY2027 Budget Appropriations Ordinance:** This ordinance appropriates funds to the various departments for FY2027 expenses as outlined in the FY2027 Budget.
- **FY2027 Payroll Ordinance:** This ordinance allows the City to pay the salaries of its employees for FY2027. These salaries include the budgeted 3% pay raise.

**RESOLUTION NO. 2612-26**

**A RESOLUTION AMENDING THE CITY OF HANNIBAL FY 2026/2027 BUDGET (NO. 1) BY AUTHORIZING INCREASES TO THE GENERAL FUND'S BUILDING INSPECTOR, DPW, ELECTIONS, INFORMATION TECHNOLOGY, LANDFILL, AND AIRPORT DEPARTMENT APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR INFRASTRUCTURE TAX, CAPITAL SALES TAX, SELF INSURANCE AND INVESTIGATION FUNDS AS AMENDED.**

**WHEREAS**, the Building Inspector budget experienced mid-year salary increases, and

**WHEREAS**, the Department of Public Works was affected by increased labor and tree removal costs, and

**WHEREAS**, the Elections budget experienced higher than anticipated election costs, and

**WHEREAS**, the Information Technology experienced mid-year salary increases, and

**WHEREAS**, the Landfill budget experienced unforeseen repair costs to the Leachate Pond, and

**WHEREAS**, the Airport budget experienced inflated jet fuel costs, and

**WHEREAS**, multiple General Fund revenues have come in favorably in FY2026, and

**WHEREAS**, the Infrastructure Tax Fund budget was affected by increased demolition costs, and

**WHEREAS**, the Infrastructure Tax Fund experienced increased sales tax revenues, and

**WHEREAS**, the Capital Sales Tax budget experienced higher than anticipated fuel costs as well as certain Capital Equipment purchases approved by Council mid-year, and

**WHEREAS**, the Capital Sales Tax Fund experienced increased sales tax revenues, and

**WHEREAS**, the Self Insurance Fund experienced higher claim and administrative costs than anticipated funded by carry over from FY2025, and

**WHEREAS**, the Investigative Fund experienced additional police equipment costs than anticipated funded by carry over from FY2025, and

**WHEREAS**, the FY2026 budget must now be amended to recognize the additional revenues and expenses associated with the above,

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

**SECTION ONE:** The FY 2026 budget is hereby amended to reflect the following:

**General Fund** – Additional revenues:

10.1010	Taxes- Real and Personal	\$ 140,000
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10.1018	License Tax- BPW Utilities	<u>\$ 150,000</u>
		\$ 290,000

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

10.22.101	Building Inspector- Salaries	\$ 63,000
10.22.104	Building Inspector- Social Sec	\$ 4,744
10.26.101	DPW Salaries	\$ 16,000
10.26.104	DPW- Social Sec	\$ 1,259
10.26.208	Tree Removal	\$ 20,000
10.27.250	Election expenses	\$ 21,000
10.30.101	IT Salaries	\$ 18,970
10.30.104	IT Social Sec	\$ 1,253
10.33.317	Leachate Management	\$ 28,000
10.90.234	Aviation Fuel	<u>\$ 30,000</u>
		\$ 204,226

**Infrastructure Tax Fund – Additional Revenues:**

28.1007	½% Use Tax	\$ 45,000
28.1120	½% Sales Tax	<u>\$ 150,000</u>
		\$ 195,000

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

28.28.562	Building Demolitions	\$ 60,000
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**Capital Sales Tax Fund- Additional Revenues:**

30.1120	½% Sales Tax	\$ 150,000
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**Capital Sales Tax Fund-** A supplemental appropriation is hereby authorized to each expenditure account as follows:

30.44.356	Fuel	\$ 30,000
30.68.911	Capital Projects	<u>\$ 65,000</u>
		\$ 95,000

**Self Insurance Fund – Additional Revenues:**

40.1029	Insurance Reimbursements	\$ 81,350
40.1101	City Premiums	\$ 110,500
40.1102	BPW Premiums	<u>\$ 470,000</u>
		\$ 661,850

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

40.70.274	Medical Premiums	\$ 700,000
40.70.275	Dental Premiums	\$ 25,000
40.70.279	Third Party Administration	\$ 130,000
40.70.280	Claims- Medical	\$ 602,000
40.70.281	Claims- Pharmaceutical	\$ 40,000
40.70.301	Claims- Dental	<u>\$ 21,000</u>
		\$1,518,000

The net overage in costs is funded by carryover from FY25

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

87.87.268	Investigative Equipment	\$ 1,100
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This increase is funded by carryover from FY25.

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

**ADOPTED this 16<sup>th</sup> day of June, 2026.**

**APPROVED this 16<sup>th</sup> day of June, 2026.**

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**Darrell McCoy, Mayor**

**ATTEST:**

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**Melissa Cogdal, City Clerk**

**BILL NO. 26-007**

**ORDINANCE NO. 5024**

**FIRST READING: 06.02.2026**

**SECOND READING: 06.16.2026**

**AN ORDINANCE APPROVING THE FISCAL YEAR 2026-2027 BUDGET AND APPROPRIATING TO THE VARIOUS DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCIES OF THE CITY GOVERNMENT OF THE CITY OF HANNIBAL, MISSOURI FOR THE FISCAL YEAR ENDING JUNE 30, 2027**

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

**SECTION ONE:** The following sums, or as much as may be necessary, are hereby appropriated to the various departments, boards, commissions and agencies of the City Government of the City of Hannibal, Missouri for the fiscal year ending June 30, 2027, as set out herein:

**GENERAL FUND**

- 1. Executive Department and Miscellaneous Expense**
  - A. Executive, Council Control 365,106
  - B. City Hall 45,900
  - C. Election 23,000
  
- 2. Administrative Department**
  - A. Fire Department 2,796,198
  - B. Police Department 3,200,079
  - C. Department of Public Works, including:
    - 1. Department of Engineering 1,048,578
    - 2. Building Inspector 267,230
    - 3. Landfill 19,000

D.	Department of Revenue and Finance, including:	
1.	Collection	72,048
2.	Assessment	114,400
E.	Department of Accounts, Records and Payroll, included With Department of Budgets, and Purchases	302,244
F.	Law	117,500
G.	Municipal Court	141,611
H.	Insurance	2,476,851
I.	Internal Service and Audit Costs	2,100,229
J.	Emergency Management	46,500
K.	Airport	182,790
L.	Information Technology	442,358
<b>TOTAL GENERAL FUND</b>		<b>13,761,622</b>
3.	Department of Parks and Recreation (Includes Marina, Ramp Park, Pool and Bear Creek)	2,322,951
4.	Downtown Flood TIF	0
5.	Police and Firemen Retirement Fund	3,244,150
6.	Unused Sick Leave	69,975
7.	Law Enforcement Training Fund	9,400
8.	Revolving Loan Fund	501,500
9.	Sales Tax Capital Fund	2,459,900
10.	Hospitalization Insurance Fund	3,373,386
11.	Dare Fund	9,000
12.	Investigation Fund	1,000

13.	HCVB Fund- Tourism/Convention	1,056,208
14.	Catastrophe Fund	5,000
15.	CDBG	0
16.	Infrastructure Tax Fund	2,550,000
17.	Riverfront Fund	0
18.	Capital Expenditures Fund	308,750
19.	Public Safety Tax Fund	1,447,625
<b>TOTAL All Other Funds</b>		<b>17,358,845</b>
<b>TOTAL APPROPRIATION – ALL CITY ENTITIES</b>		<b>\$ <u>31,120,467</u></b>

**SECTION TWO:** The fiscal year 2026/2027 budget is hereby approved and adopted in its entirety with the approval and adoption of this ordinance.

**SECTION THREE:** This ordinance shall be effective upon its adoption and approval for budget year 2026/2027.

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

**Adopted this 16th day of June, 2026.**

**Approved this 16th day of June, 2026.**

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**Darrell McCoy, Mayor**

**ATTEST:**

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**Melissa Cogdal, City Clerk**

**BILL NO. 26-008**

**ORDINANCE NO. 5025**

**FIRST READING: 06.02.2026**

**SECOND READING: 06.16.2026**

**AN ORDINANCE TO PAY OFFICERS AND EMPLOYEES OF THE CITY OF HANNIBAL,  
MISSOURI FOR THE FISCAL YEAR 2026/2027**

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

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

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

(1) Salaries for Officers of the City

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

Mayor	\$ 3,600.00
City Council Members (6)	\$ 2,400.00
Municipal Judge	\$ 31,906.00

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

City Manager	\$ 149,228.96
City Clerk	\$ 79,310.00
City Collector	\$ 63,654.00
Chief of Police	\$ 100,666.00
Fire Chief	\$ 102,400.68
Finance Director	\$ 77,250.00
HCVB Director	\$ 73,130.00

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

Building Inspector	\$ 70,040.00
Assistant Building Inspector	\$ 49,440.00
Asst. Director of Central Services- Parks	\$ 72,100.00
Asst. Director of Central Services- DPW	\$ 82,400.00
Parks & Rec Director of Recreation	\$ 60,770.00
Parks & Rec Marketing Coordinator	\$ 57,454.70
Parks & Rec Recreation Supervisor	\$ 49,040.50
DPW Street Superintendent	\$ 76,284.07
Court Administrator	\$ 48,410.00
Deputy City Clerk	\$ 54,120.46
Information Sys. Admin/Emergency Management Dir.	\$ 77,250.00
Information Sys. Administrator	\$ 73,984.43

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

Fire Department Office Manager	\$ 43,527.21
Executive Office Secretary	\$ 44,415.43
ARP Office Manager	\$ 46,677.48
DPW Management Assistant	\$ 49,440.00
Fiscal Management Assistant	\$ 55,950.98
DPW Street Foreman	\$ 61,686.78
DPW Street Mechanic	\$ 56,023.14
DPW Lead Construction Worker	\$ 57,448.30
DPW Lead Construction Worker	\$ 51,814.09
DPW Lead Maintenance Worker	\$ 50,678.08
DPW Construction Worker I (2)	\$ 47,689.00
DPW Construction Worker I	\$ 45,873.07
DPW Maintenance Worker II	\$ 53,096.42
DPW Maintenance Worker I	\$ 42,890.64
DPW Maintenance Worker I (2)	\$ 38,992.11
DPW Maintenance Worker Part-Time	\$ 29.31 /hr
Parks Foreman	\$ 63,324.40
Parks Lead Maintenance Worker	\$ 51,708.06
Parks Maintenance Worker	\$ 60,255.00
Parks Maintenance Worker	\$ 49,370.32
Parks Maintenance Worker	\$ 45,873.07
Parks Construction Worker	\$ 47,689.82
Parks Building Supervisor	\$ 32,136.00
HCVB Marketing and Sales Manager	\$ 49,440.00
MRO Tech Part-Time	\$ 18.22/hr
HCVB Office Manager Part- Time	\$ 15.71/hr
HCVB Visitor Center Associates Part-Time (5)	\$ 15.45/hr
Court Clerk	\$ 41,200.00
Police Office Assistant II (2)	\$ 40,230.02
Police Office Assistant I	\$ 35,725.18
Police Office Assistant I	\$ 34,322.58
Police Office Assistant Part- Time	\$ 16.50/hr
Police Custodian Part- Time	\$ 16.50/hr
Community Service Officer	\$ 53,039.03
Community Service Officer	\$ 41,019.15

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

Deputy Fire Chief	\$ 79,476.39
Assistant Fire Chief	\$ 83,093.11
Assistant Fire Chief	\$ 80,655.31
Assistant Fire Chief	\$ 70,540.51
Assistant Fire Chief- Training	\$ 73,762.59
Assistant Fire Chief- Training	\$ 67,459.08
Fire Captain	\$ 80,452.47
Fire Captain (2)	\$ 66,295.01
Fire Captain	\$ 61,539.03

Fire Captain	\$	60,629.59
Fire Captain	\$	58,850.82
Fire Engineer	\$	52,111.15
Fire Engineer	\$	51,341.03
Fire Engineer (3)	\$	50,582.30
Fire Engineer (2)	\$	49,834.78
Fire Engineer (3)	\$	49,098.30
Firefighter (8)	\$	44,789.55
Firefighter (7)	\$	44,127.63
Firefighter (2)	\$	43,475.50
Police Lieutenant	\$	90,357.00
Police Lieutenant	\$	87,700.00
Police Lieutenant	\$	82,617.00
Police Lieutenant	\$	81,799.00
Police Sergeant (4)	\$	74,363.00
Police Sergeant	\$	70,053.00
Police Corporal	\$	66,271.00
Police Corporal (2)	\$	63,685.00
Police Corporal	\$	63,054.00
Police Corporal	\$	61,812.00
Police Corporal	\$	61,200.00
Police Officer	\$	55,636.00
Police Officer (4)	\$	55,085.00
Police Officer (3)	\$	54,540.00
Police Officer (3)	\$	54,000.00
Police Officer (8)	\$	52,936.00

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

**SECTION THREE:** This ordinance shall become effective immediately upon its passage, adoption, and approval for budget year 2026/2027.

**Adopted this 16th day of June, 2026**  
**Approved this 16th day of June, 2026.**

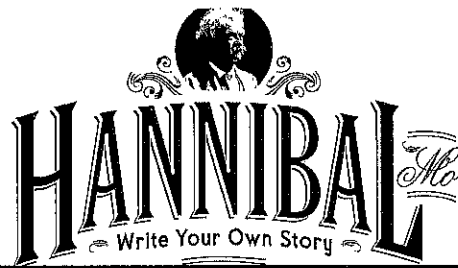
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**Darrell McCoy, Mayor**

**ATTEST:**

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**Melissa Cogdal, City Clerk**



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## MEMORANDUM

**TO:** MAYOR MCCOY  
CITY COUNCIL MEMBERS

**FROM:** MELISSA COGDAL  
CITY CLERK

**DATE:** MAY 29, 2026

**SUBJECT:** LEPC/LEPD GRANT – HRH AGREEMENT – HAZ-MAT PHYSICALS

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Each year the City of Hannibal receives a grant through Local Emergency Planning District to cover the cost of Haz-Mat physicals for the Hannibal Fire Department. Fiscal year 25/26 the City will receive \$20,000 in LEPC/LEPD grant funds.

The City of Hannibal contracts with Hannibal Regional Hospital to perform the physical at a set rate per employee. The City has received an agreement in the amount of \$445.00 per physical.

The staff is asking for the approval for the Mayor to sign and execute an agreement with Hannibal Regional Hospital to perform Haz-mat physicals.

**RESOLUTION NO. 2616-26**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SERVICES BETWEEN THE CITY OF HANNIBAL AND HANNIBAL REGIONAL HOSPITAL TO PREFORM HAZ-MAT PHYSICALS FOR THE HANNIBAL FIRE DEPARTMENT.**

WHEREAS, the City of Hannibal receives preauthorized grant funding to cover Haz-mat physicals for City employees, and

WHEREAS, the Hannibal Regional Hospital agrees to perform those physicals at a set cost per employee, and

WHEREAS, the grant funding received from the Local Emergency Planning District is used to pay the cost of physicals and the Hannibal Regional Hospital agrees to the amount of \$445.00 per physical, and

WHEREAS, The City of Hannibal agrees to pay the Hannibal Regional Hospital for the services in the amount of \$445.00, and

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

SECTION ONE: That the Mayor is hereby authorized to execute a agreement between the City of Hannibal and Hannibal Regional Hospital.

SECTION TWO: This resolution shall be effective immediately upon its adoption and approval.

**ADOPTED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

**APPROVED THIS 2<sup>nd</sup> DAY OF JUNE, 2026**

\_\_\_\_\_  
**Darrell McCoy, Mayor**

ATTEST:

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



## **AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES**

**THIS AGREEMENT** ("Agreement"), is made effective as of the date the last party to sign does so (the "Effective Date") by and between Hannibal Regional Healthcare System, Inc. ("System,"), a Missouri nonprofit corporation, and **the City of Hannibal, Missouri** ("City,"), a Missouri municipal government. This Agreement supersedes and replaces any prior agreements, if any, between Hannibal Regional Healthcare System, Inc. and City for the services set forth herein.

**WHEREAS**, System is a vertically intergrated healthcare system in Hannibal, MO engaged in providing broad health care services to residents of the region including occupational health services delivered by qualified providers; and

**WHEREAS**, City requires certain occupational health services for certain employees including, firefighters ("Firefighters"), which services involve physical examinations, blood tests, and other services (the "Services") noted on Exhibit A, attached hereto and incorporated herein by this reference;

**WHEREAS**, City has asked System to provide such Services, and System has agreed;

**NOW, THEREFORE**, in consideration of the advantages accruing to System and City, System and City hereby mutually covenant and agree as follows:

### **I. SYSTEM'S OBLIGATIONS:**

A. During the term of this Agreement and in accordance with the fee chart shown on Exhibit A, System, through appropriately licensed or certified personnel, will provide Services to Firefighters referred to System by the City. Services shall be provided at System's campus at 6000-6500 Hospital Dr., Hannibal, MO during customary, published business days and hours, each Service subject to prior scheduling.

1. For clarity, Services covered by this Agreement do not include hospitalization, urgent or emergency room visits, physician visits or other speciality care.
2. System shall report results to City's assigned representative or alternate as identified to System in writing from time-to-time. The designated representative as of the date of this Agreement is Melissa Cogdal, City Clerk with contact information of mcogdal@hannibal-mo.gov 573-221-0111 ext 209. The designated alternative as of the date of this Agreement is Candy Golian, Deputy City Clerk with contact information of cgolian@hannibal-mo.gov 573-221-0111 ext 213. City will promptly notify System of any change in the representative or alternate.

B. It is not the parties' intention for System to be deemed the exclusive provider of Services to City whether as a result of this Agreement or due to any other conduct or reason. Neither City's employees or City shall have any obligation to refer anyone to System for the provision of Services or other healthcare services. City and its employees remain free to use any healthcare providers of their choice.

### **II. CITY'S OBLIGATIONS**

A. City shall advise System and the Firefighter of the specific Service(s) to be performed.

- B. City shall be responsible for receiving reports and results in accordance with applicable laws and City's policies.

### **III. COMPENSATION AND PAYMENT**

- A. City shall compensate System directly for Services provided to Firefighters when referred by the City in accordance with pricing shown on Exhibit A. City shall pre-pay System for Services to be performed for Firefighters in the amount of twenty thousand dollars (\$20,000) the ("Prepayment"). Thereafter, City shall pay for Services which accrue fees during the Term in excess of \$20,000 promptly upon System billing City therefore.
- B. System shall periodically report to City the balance remaining of the unearned Pre-Payment. To the extent, Services are provided incurring fees in excess of the Pre-Payment, System shall endeavor to submit invoices to the City within thirty (30) days of Services. City agrees to pay for all such amounts within thirty (30) days of receipt of invoice from System.

### **IV. TERM AND TERMINATION**

- A. The term of this Agreement shall be for a period of one (1) year beginning on the Effective Date. Unless otherwise terminated according to this Agreement, this Agreement shall automatically renew for additional, successive twelve (12) month renewal periods, on the same terms and conditions except no additional Pre-Payment shall be required and Service fees for any subsequent year shall be subject to adjustment upon sixty (60) days' prior notice.
- B. Either System or City may terminate this Agreement at any time with or without cause during the term of this Agreement by providing the other party with written notice no less than fifteen (15) days in advance; provided, the City may halt any Service at any time prior to its performance.
- C. Either party has the right to terminate this Agreement if the other party has materially breached a term or condition of this Agreement; provided the non-breaching party has given the breaching party written notice of the alleged breach and the breaching party fails to cure such breach within five (5) days of receipt of such notice, or if such breach is curable within a reasonable time thereafter, such longer period as may be required to effect a cure, as long as the breaching party initiates curative action within such 5-day period and thereafter is diligently, continually and in good faith pursuing a cure.
- D. Either party may immediately terminate this Agreement upon the occurrence of any of the following: (i) loss or suspension of any license of either party required for the provision of the Services pursuant to this Agreement; or (ii) following a breach for which no cure is possible.

### **IV. RECORDS AND PROTECTED HEALTH INFORMATION**

- A. System shall prepare and maintain clinical records concerning each Firefighter receiving the Services in accordance with prudent record keeping procedures and as required by applicable federal and state laws and regulations and applicable System policies. City acknowledges and agrees any information related to a Service shall be available to the Firefighter via System's patient portal via the System's electronic health records ("EHR"). City further understands this information

will be stored in the EHR consistent with applicable laws and System policies and cannot be removed from the EHR by City or Firefighter request or by the termination of the Agreement.

B. System and City shall comply with all applicable laws in the performance of this Agreement specifically include those concerning confidentiality of protected health information arising under state and federal statutes and regulations such as the Health Information Portability and Accountability Act (commonly known as "HIPAA") and the Health Information Technology for Economic and Clinical Health Act (commonly known as "HITECH"). System and City shall educate their employees and, if needed, contractors about the requirements of HIPAA and HITECH which apply to their respective duties.

## **V. INSURANCE COVERAGE**

During the Term, System shall each maintain professional and comprehensive liability insurance in amounts not less than \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate. Each party also shall maintain coverage as required by applicable state law. Coverage for all required insurance shall be from carriers licensed in the applicable state and on terms, including deductibles, which are to be commercially reasonable. Each party shall provide the other with evidence of such coverage upon request.

## **VI. INDEPENDENT CONTRACTORS**

System and City are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, employment or master/servant relationship.

## **VII. COMPLIANCE ACCESS TO RECORDS**

System and City each shall retain and, for four (4) years after Services are furnished pursuant to this Agreement, shall allow the Comptroller General of the United States, the United States Department of Health and Human Services, and their duly authorized representatives, access to this Agreement and to such of their respective books, documents and records as are necessary to verify the nature and extent of the costs of the services provided under this Agreement. Further, if either System or City provides any of the Services or obligations under this Agreement pursuant to a subcontract and if (i) the services pursuant to said subcontract have a value or cost of \$10,000.00 or more over a twelve (12) month period and (ii) said subcontract is with a related organization, then System and City, as the case may be, agree said subcontract shall contain a clause requiring the subcontractor to retain and allow access to its records on the same terms and conditions as required of System and City herein.

## **VIII. COMPLIANCE PLAN PARTICIPATION**

System and City each recognize the compliance attitude and culture of the other and agree to cooperate with the other with respect to such other's compliance plan, including making their respective employees available for training, providing access to necessary billing documentation and participating in contract and claims audits and, upon request, cooperating and assisting during any internal compliance review, investigation, monitoring protocol and/or audit, without regard to whether the review, investigation or audit occurs before or after the termination of this Agreement. To the extent permitted by applicable law, System and City each agree to immediately notify the other of any violation of any applicable law, rule, regulation, or breach of the other's ethical program of which System, City or their respective employees or agents become aware during the term of this Agreement. System and City each agree to maintain a compliance plan during the term

of this Agreement. Compliance concerns about System may be reported either to an appropriate HRHS manager or through the HRHS Compliance hotline at 573-248-5650.

During the Term and for a period of two (2) years following termination, System and City shall notify the other promptly upon learning of any (i) complaint, investigation, inquiry or review by any governmental agency or third party payor regarding any of the Services or with respect to substantially similar services or arrangements provided to any patient or obligee of the other, or (ii) adverse action being taken against any patient or obligee of the other in connection with substantially similar services or arrangements.

## **IX. MISCELLANEOUS**

### **A. GOVERNING LAWS**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. Any legal action or proceeding with respect to this Agreement or any document related hereto or any other legal dispute between the parties shall be brought in the Circuit Court of the County of Marion.

### **B. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between System and City and shall supersede all prior proposals, negotiations, representations, communications, writings and agreements between System and City, whether oral or written, with respect to the subject matter hereof.

### **C. AMENDMENTS**

This Agreement may only be amended or modified by a subsequent written agreement between System and City and executed by the parties.

### **D. NO WAIVER**

The failure of System or City to object or to take affirmative action with respect to any conduct of the other which is in violation of the provisions of this Agreement shall not be construed as a waiver of that provision or of any future violations of the provisions of this Agreement.

### **E. BINDING EFFECT**

This Agreement shall be binding upon the parties and, when applicable and where permitted, their respective successors and assigns.

### **F. HEADINGS**

The headings in this Agreement are for reference only and shall not affect the meaning of this Agreement.

### **G. NOTICES**

Any notices or other communications required or contemplated under the provisions of this Agreement shall be in writing and delivered in person, evidenced by a written receipt; by respected national or regional courier; or mailed by certified mail, return receipt requested, postage prepaid, as follows:

TO SYSTEM: Hannibal Regional Healthcare System, Inc.  
C. Todd Ahrens, President and CEO  
6500 Hospital Drive  
Hannibal, MO 63401-0551

WITH A COPY TO: Hannibal Regional Healthcare System, Inc.  
VP and General Counsel  
6500 Hospital Drive  
Hannibal, MO 63401-0551

TO CITY: 320 Broadway  
Hannibal, MO 63401  
Attn: Melissa Cogdal, City Clerk

or to such other persons or addresses as System or City may from time to time provide by written notice to the other. The date of the notice shall be the date of delivery if the notice is personally delivered, or five days after the date of mailing if the notice is mailed by certified mail.

**H. AGREEMENT NOT ASSIGNABLE**

This Agreement is not assignable by either System or City without the prior written approval of the other party.

**I. ADVERTISING**

Neither System nor City shall refer in their respective advertising or other marketing activities and materials to the existence, terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, System and City have executed this Agreement by their duly authorized representatives.

**HANNIBAL REGIONAL  
HEALTHCARE SYSTEM, INC.**

**City**

By \_\_\_\_\_  
C. Todd Ahrens  
President & Chief Executive Officer

By \_\_\_\_\_  
Darrell McCoy  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Physical Exam - \$60

Heavy Metal Bloodwork - \$90

Hearing Evaluation - \$35

Vision Screening (acuity and color blindness) – Included in Physical Exam

Pulmonary function - \$60

Chest X-Ray - \$100

EKG - \$55

Drug Screen - \$35

Collection Fee - \$10

Total for all services above/Firefighter - \$445

Additional Services are available upon written request and the corresponding Fee will be estimated at that time.