

*City of Hannibal*  
**OFFICIAL COUNCIL AGENDA**

**Tuesday, December 19, 2023  
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 Scheduled Council Meeting – November 21, 2023  
Closed Session Minutes- October 3, 2023  
Closed Session Minutes- October 17, 2023  
Closed Session Minutes- November 7, 2023  
Closed Session Minutes- November 21, 2023**

**APPROVAL OF PAYROLL AND CLAIMS  
First Half- December 2023**

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

**AMANDA SCHULTZ CPA – WILLIAMS KEEPERS**  
**Re: Presentation of FY 2023 Audit**

**STEPHAN FRANKE – 3<sup>RD</sup> WARD COUNCIL MEMBER**  
**Re: Update on IT process**

**Re: Setting Goals Regarding Old St. Elizabeth's Hospital**

**MELISSA COGDAL – CITY CLERK**  
**Re: Reschedule Public Hearing for Revising Chapter 29 & Chapter 32**  
**Set for January 2, 2024, at 6:45 p.m.**

**Re: Approval of Purchase/ IT Equipment**  
Replacement of 24 port switches \$2,322.84  
Replacement of Server \$9,500.00 including Installation  
Total cost \$11,822.84

**JAMES LEMON – CITY ATTORNEY**  
**Re: Adding new Section 2-185 Voting by Mayor**  
*(Bill No. 23-037, to follow, first reading)*

**ANDREW DORIAN – DIRECTOR OF CENTRAL SERVICES**  
**Re: Sell of 1722 Grace St/ Fresh Start Restoration \$750.00**  
*(Resolution No. 2492-23 to follow, for approval)*

**Re: Great Rivers Bank Agreement**  
Temporary Construction Easement  
*(Resolution No. 2493-23 to follow, for approval)*

**RYAN NEISEN – CHIEF OF FIRE**  
**Re: 2023 Regional Homeland Security Grant**  
Purchase of Ventilation Equipment/ Grant Amount \$17,399.85

**Re: American Rescue Plan Act Grant/ Missouri Department of Public Safety**  
Grant Application & Subsequent Award Document  
Replacement of Rescue Equipment- 50/50 Grant Match  
Purchase of Two Support Vehicles- 50/50 Grant Match

**PHYLLIS NELSON – CITY COLLECTOR**  
**Re: Delinquent Business License**

**MARK KEMPKER – CHAIRMAN OF POLICE & FIRE PENSION BOARD**  
**Re: Plan Amendment**  
*(Bill No. 23-038, to follow, first reading)*

**BILL NO. 23-034**

**AN ORDINANCE OF THE CITY OF HANNIBAL CALLING  
A MUNICIPAL ELECTION TO BE HELD TUESDAY,  
APRIL 2, 2024, TO ALLOW HANNIBAL VOTERS TO  
CONSIDER THE IMPLEMENTATION OF A FEE FOR THE  
PURPOSE OF MAINTAINING AND IMPROVING THE  
CITY’S UNDERGROUND STORMWATER CONVEYANCE  
SYSTEM, *PROPOSITION S***

**Second & Final Reading**

**BILL NO. 23-036**

**AN ORDINANCE AMENDING CHAPTER 15 LICENSES,  
TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS  
BY CREATING A NEW ARTICLE REGARDING VIDEO SERVICE  
PROVIDERS**

**Second & Final Reading**

**BILL NO. 23-037**

**AN ORDINANCE REVISING CHAPTER 2 ADMINISTRATION,  
ARTICLE III – CITY COUNCIL, DIVISION 2. – RULES AND  
ORDER OF BUSINESS, BY ADDING A NEW SECTION 2-185  
VOTING BY THE MAYOR**

**First Reading**

**BILL NO. 23-038**

**AN ORDINANCE OF THE CITY OF HANNIBAL PROVIDING FOR  
A MEMBER WHO LEAVES THE SERVICE OF THE CITY TO  
SERVE IN THE ARMED SERVICES OF THE UNITED STATES OR  
IN ANY QUALIFYING MILITARY DEPLOYMENT TO MAKE-UP  
CONTRIBUTIONS FOLLOWING PLAN REQUIREMENTS HEREIN.**

**First Reading**

**RESOLUTION NO. 2492-23**

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO FRESH START RESTORATION FOR THE SALE OF CITY OWNED PROEPRTY LOCATED AT 1722 GRACE IN THE AMOUNT OF \$750.**

**RESOLUTION NO. 2493-23**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT/PERMANENT USE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND GREAT RIVERS BANK FOR ACCESS OVER CITY RIGHT AWAY ALONG DIAMOND BOULEVARD**

**CLOSED SESSION**

*In Accordance with RSMo 610.021 (3) and (13)*

**ADJOURNMENT**



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## MEMORANDUM

**TO:** Mayor Barry Louderman and City Council Members

**FROM:** Bianca Quinn, Finance Director

**DATE:** December 13, 2023

**SUBJECT:** Presentation of FY2023 Audit

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Please add Amanda Schultz, CPA of Williams Keepers to the December 19, 2023 agenda. She will be presenting the FY2023 Audit.

Thank you,

Bianca

12.19.2023

**MEMO**  
**Request for Update**

**TO: Hannibal City Council**

On May 16, 2023 City Council directed the City Clerk and Director of Central Services to address IT Administration for the City of Hannibal.

Since then the City Clerk and Director of Central Services have taken steps forward. I am requesting an update on the steps they've taken and what remains to be done.

**FROM:**

**Stephan Franke, Councilperson for Hannibal's 3rd Ward**

**MEMO**  
**St. Elizabeth's Hospital**

**TO: Hannibal City Council**

During Hannibal's recent Mayoral Race the two main candidates both discussed the need to take action on St Elizabeth's Hospital, specifically by setting a timeline for development before pursuing demolition.

Before the momentum from the Mayoral Race fades we owe it to those who live in the neighborhoods around St Elizabeth's to take tangible steps forward on their behalf. My personal goal is for Council to:

- set a self imposed deadline to have a developer with funding 100% secured to fix up the old hospital by the end of 2024
- if that deadline is not met, Council will proceed with the demolition of the entire St Elizabeth's complex. **Both** old and new portions.
- for Council to direct staff to do everything within reason to prepare for demolition, this way when January 2025 rolls around we can hit the ground running instead of starting from scratch

These goals mesh with the momentum generated in the Mayoral Race that residents of the neighborhoods around St Elizabeth's are generally amenable to. To meet these goals, actions for Council/Staff to take between now and the end of 2024 should include, but not be limited, to the following:

- procure decently accurate cost estimates for demolition and maybe even publish a RFQ
  - this would include such things as costs associated with any hazardous material abatements, any revenues or savings related to salvaging materials, etc
- discussions of how a demolition would impact the surroundings neighborhoods and tentative plans to mitigate disruption to their lives
- establish a process to pursue redeveloping the empty lot after demolition

Additionally, to meet these goals, Council should choose a mechanism to fund the demolition so we can potentially get something on a ballot as potentially early as April 2025. We would also need staff assistance on this:

- could include a sales tax dedicated specifically to demolition and correlated both in length and amount with the cost of demolition and any improvement projects afterwards
- could include bonding of some kind
- could include some monies from the infrastructure sales tax passed in 2022. This would not be my personal preference as we advertised to voters that the sales tax revenue would be primarily used for streets, sidewalks, curbs, demolitions of houses, etc **NOT** projects of the scale of St Elizabeth's

The City will likely have to expend some dollars to take steps forward which is why it is important for Council to set some goals tonight or in the next few meetings before staff gets too deep into the budget process.

In conclusion, some of these discussion will take many meetings. For now, my hope is for Council get the ball rolling by setting a self imposed development deadline and to simultaneously take steps forward towards demolition. Those who live in the neighborhoods next to St Elizabeth's have waited long enough.

**FROM:**

**Stephan Franke, Councilperson for Hannibal's 3rd Ward**





# CITY OF HANNIBAL

## DEPARTMENT OF PUBLIC WORKS

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### INTEROFFICE MEMORANDUM

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**TO:** CITY COUNCIL  
**FROM:** DONNA KLINGLER, DPW MANAGEMENT ASSISTANT  
**SUBJECT:** Code Amendment Revising Chapter 29 and Chapter 32  
**DATE:** December 12, 2023

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Code Changes Revising Chapter 29 and Chapter 32

Please reschedule the public hearing scheduled for December 19, 2023, at 6:45p.m. on Revising Chapter 29 and Chapter 32 to January 2, 2024 at 6:45 p.m.

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## MEMORANDUM

**TO:** MAYOR &  
CITY COUNCIL MEMBERS

**FROM:** MELISSA COGDAL  
City Clerk

**DATE:** December 15, 2023

**SUBJECT:** Upgrade of City Hall Server/Equipment

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With the upcoming new software in addition to the constant need for updates to software and installation of new, our current system is grossly out of date. While we have done a great job of maximizing our hardware investments, we are now facing equipment obsolescence, and in the case of our switches, port failure.

The current server for Hannibal City Hall is 12 years old. The access points for the City Clerks office and upstairs are 10 years old. Devon McClain has advised we will need to replace three of our 24 port switches immediately; the oldest switch is 19 years old and the newest is 7 years old. Combined these will be a modern 48 port PoE (point of ethernet) switch that will power our desk phones, access points, and reduce wiring clutter in the building. Mr. McClain sought pricing from four separate Government contracted vendors. Insight Public Sector had the best pricing on switches as well as access points for a total of \$2,322.84.

Replacement of the 12-year-old server, clean out and wire organization, and labor will total \$9,500.00.

The City Clerk's office request Council approval of Insights proposal of \$2,322.84 for the replacement of switches and access points as well as \$9,500.00 for the replacement of the City's server, all installation, and migration of users to the systems new server for a total amount of \$11,822.84.

Should you have additional questions, please contact me directly. Your consideration and approval are greatly appreciated.

**SOLD-TO PARTY 10032316**

CITY OF HANNIBAL  
320 BROADWAY  
HANNIBAL MO 63401-4406

**SHIP-TO**

CITY OF HANNIBAL  
320 BROADWAY  
HANNIBAL MO 63401-4406

**Quotation**

**Quotation Number** : 0226935955  
**Document Date** : 11-DEC-2023  
**PO Number** :  
**PO release:** :  
**Sales Rep** : Mark Lauver  
**Email** : MARK.LAUVER@INSIGHT.COM  
**Telephone** : +14803333286

**We deliver according to the following terms:**

**Payment Terms** : Credit Card  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery** : FOB ORIGIN  
**Currency** : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<u>JL809A#ABA</u>	HPE Aruba Instant On 1960 48G 40p Class4 8p Class6 PoE 2XGT 2SFP+ 600W Switch - switch - 48 ports - managed - rack-mountable OPEN MARKET	1	2,032.00	2,032.00
<u>R4W01A</u>	HPE Aruba Instant ON AP22 (US) - wireless access point - Bluetooth, Wi-Fi 6 OPEN MARKET	2	145.42	290.84
Product Subtotal				2,322.84
TAX				0.00
Total				2,322.84

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Mark Lauver  
+14803333286  
MARK.LAUVER@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies"

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link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.  
<https://www.insight.com/terms-and-policies>

**BILL NO. 23-037**

**ORDINANCE NO.**

**FIRST READING 12.05.2023**

**SECOND READING**

**AN ORDINANCE REVISING CHAPTER 2 ADMINISTRATION, ARTICLE III – CITY COUNCIL, DIVISION 2. – RULES AND ORDER OF BUSINESS, BY ADDING A NEW SECTION 2-185 VOTING BY THE MAYOR**

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

**Section 1.** WHEREAS, the Rules and Order of Business of the Hannibal City Council are governed by Chapter 2, Article III, Division 2 of the ordinances of the City of Hannibal;

AND WHEREAS, in the past there has been some confusion regarding the mayor's role in the process of voting, and the appropriateness of the mayor voting on issues upon which a tie-breaker is not required.

AND WHEREAS, the Council has reviewed the matter and has determined that it is reasonable and necessary to amend the ordinances of the City of Hannibal to provide for certain specific rules and to clarify the issue to avoid future controversy.

NOW THEREFORE, the City Council hereby revises an ordinance revising Chapter 2 - Administration, Article III – City council, Division 2. – Rules and Order of Business, by adding a new section 2-185 - Voting by the Mayor:  
:

**Section 2.** Section 2-185 is hereby enacted as follows:

**Sec. 2-184. – Voting by the Mayor.**

The Mayor shall vote on all matters presented to the council for vote. However, the Mayor shall not vote until all council members present and seated have been polled, given the opportunity to vote and have either voted, abstained or refused to vote on the matter before the council.

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

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Barry Louderman, Mayor

ATTEST:

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

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



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

FROM: Andrew Dorian

DATE: 12/5/2023

RE: 1722 Grace Lot Purchase

Fresh Start Restoration would like to purchase 1722 Grace from the City. A title report was completed showing no deed restrictions or liens.

The recommended sale price for this property is \$750 which covers all closing costs.

In addition, the following covenants will be placed on the property.

#### COVENANTS AND RESTRICTIONS

1. The property shall be kept maintained in accordance with the requirements of applicable laws and ordinances. The property shall be kept mowed at a minimum to the standards established by ordinance. Any structures on the home shall be maintained in such a manner as to comply with all applicable ordinances, and under no circumstances shall they be allowed to reach the status of a common law public nuisance or a nuisance in violation of Hannibal City Ordinances.
2. The property shall be utilized on in accordance with the laws of the State of Missouri and the zoning ordinances of the City of Hannibal. No unlawful uses shall be allowed.
3. All taxes on the property, including federal, state, county or city shall be kept paid and current at all times.

4. These covenants and restrictions shall touch and concern the land, and shall be binding upon all subsequent title holders.

**This resolution would authorize the Mayor to execute the Transfer of Real Estate Contract and Special Warranty Deed with the sale price of \$750 to Fresh Start Restoration.**



RESOLUTION NO. 2492-23

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR  
TO EXECUTE A SPECIAL WARRANTY DEED TO FRESH START  
RESTORATION FOR THE SALE OF CITY OWNED PROEPRTY LOCATED  
AT 1722 GRACE IN THE AMOUNT OF \$750.**

**WHEREAS,** the City of Hannibal is the owner of a vacant lot at 1722 Grace, and

**WHEREAS,** Fresh Start Restoration would like to purchase this property, and

**WHEREAS,** \$750 is the sale price which includes closing costs, and

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

**SECTION ONE:** That the Mayor is hereby authorized to execute a contract on behalf of the City of Hannibal for the sale of a vacant lot at 1722 Grace in the amount of \$750 to Fresh Start Restoration.

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

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

**APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
**BARRY LOUDERMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MELISSA COGDAL, CITY CLERK**

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



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

FROM: Andrew Dorian

DATE: 12/13/2023

RE: Great Rivers Bank Agreement

The City of Hannibal and Great Rivers Bank have been working on an easement/agreement in regards to right of way property along Diamond Boulevard.

Great Rivers Bank is working on a project that would require a temporary construction easement and then a permanent use agreement for access over our City Right of Way.

This has been discussed at Planning and Zoning with no concern and City Staff have no objections.

The DPW Office recommends City Council authorize the Mayor to sign a Temporary Construction/Use Agreement with Great River Bank for access to utilize City Right of Way for an upcoming project.

**USE AGREEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

THIS USE AGREEMENT is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE CITY OF HANNIBAL, a municipal corporation of the State of Missouri, hereinafter "Grantor" and GREAT RIVERS BANK, a \_\_\_\_\_, hereinafter "Grantee".

**RECITALS**

Grantor is the holder of a public right of way, a portion of which that is currently styled Diamond Boulevard, and Grantee wishes to utilize a portion of said right of way, said portion, hereinafter described as Tract "A", more particularly described as:

**A part of Lot Four (4) in Fuqua Subdivision in the City of Hannibal, Marion County, Missouri, being described as follows:**

**Beginning at the southwest corner of a 0.712 acre tract recorded in Book 559 at Page 1328 in the Office of the Marion County Recorder of Deeds, said point of beginning also being a point on the east line of Diamond Boulevard, thence North 85 degrees 57 minutes 02 seconds West 24.44 feet, thence North 33 degrees 53 minutes 59 seconds East parallel with the west line of said tract and the east line of Diamond Boulevard 156.23 feet, thence South 56 degrees 06 minutes 01 second East 21.20 feet to the east line of Diamond Boulevard, thence South 33 degrees 53 minutes 59 seconds West on said east line 144.06 feet to the point of beginning, containing 3183 square feet/0.07 acres, more or less.**

Grantees are the fee owners of certain real property located in Marion County, Missouri upon which a Commercial building is located, which is adjacent to and contiguous to said Tract "A", said tract hereinafter "Tract B", more particularly described as:

*Legal description for Great Rivers Property?*

Grantees have requested the use of Tract A to facilitate drive up access to their building due to it's intended use as a bank. The parties agree and understand that Grantee's currently have legal access to their property, and that this agreement is not required and no access is required to be given. As a result of the forgoing, as consideration for the granting of the easement and access rights contained herein, Grantees are voluntarily and with full knowledge binding themselves to the obligations, rules and restrictions of this agreement, and further agree that such items shall be considered to touch and concern the land, shall run with the land, and shall be binding upon their heirs, devisees or successors in title.

NOW THEREFORE, in consideration of the duties and responsibilities herein conveyed and the agreement to maintain Tract "A", along with One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Use Access.** Grantor grants to Grantees a permanent non-exclusive use access for ingress and egress over Tract "A", and specifically allow Grantees to construct such structures within the easement as are necessary to utilize the property for drive up window access to the commercial building located on Tract "B".

2. Grantor's further agree that during the initial construction of the improvements, they further grant to the Grantee a temporary Construction Easement over the said tract "A" Grantees shall be allowed all such access over and upon the said described and adjacent property which is reasonably necessary to effectuate such construction

3. **Maintenance.** Grantees shall be responsible for all maintenance and repairs to any improvements installed by Grantees. .

4. **Snow removal.** The parties understand and agree that Grantor shall be under no obligation to undertake any snow removal or ice removal from this area, and such removal shall be undertaken by Grantees at their sole cost.

5. **Hold Harmless.** Grantees agree that they will indemnify and hold Grantor harmless from any claim by themselves, their guests, invitees, or any other party arising from their use of the property for access to the commercial building located on Tract "B", or during their construction of improvements or maintenance of Tract "A". Grantees further indemnify and hold Grantor harmless from any claim by themselves, their guests, invitees, or any other party arising through or on account of them for any damages alleged to have arisen because of a failure to maintain the area or to keep the area clear of snow, ice or other dangerous condition.

6. **Termination.** Grantees understand that said Tract A is a portion of the public right of way, and this agreement shall therefore be terminable at any time as required by use of the right of way



by Grantor. Further, in the event Grantee or any other successor owner should violate the terms of this agreement, Grantor may notify them in writing of such violation, such notice to be sent by regular mail or hand delivery. The then current owner must terminate the actions which constitute violation or cure the violation within 60 days of the date of the letter. In the event the violation is not terminated or cured, then this agreement may be terminated at the sole discretion of Grantor upon 30 days further written notice, such notice to be sent by regular mail or hand delivery. Grantor may enforce any of the terms of this easement and agreement by filing a petition for injunctive relief in the Circuit Court of Marion County, Missouri as they deem appropriate. In the event Grantor utilizes the services of an Attorney to enforce the terms of this agreement, Grantee, or their successor or assigns shall pay all costs arising from such action and shall further pay a reasonable attorney fee to Grantor.

**6. Jurisdiction and Venue.** This entire agreement shall be interpreted under and governed by the laws of the State of Missouri, without regard to any consideration of conflicts of law. All parties hereto consent to jurisdiction in the Circuit Court of Marion County Missouri, and waive objection or claim to rights of change of venue. The parties specifically waive jury trial. In the event any portion of this agreement should be determined to be invalid for any reason, the remaining portions shall remain in full force and effect.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its \_\_\_\_\_, attested by its \_\_\_\_\_ and its corporate seal hereto affixed, the day and year first above written.

GREAT RIVERS BANK

By: \_\_\_\_\_

(Corporate Seal)

Attest: \_\_\_\_\_

STATE OF MISSOURI )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is

the \_\_\_\_\_ of the Corporation of the State of \_\_\_\_\_, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

\_\_\_\_\_  
Notary Public

My term expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BARRY LOUDERMAN, Mayor

Page 5 of 5

**RESOLUTION NO. 2493-23**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
TEMPORARY CONSTRUCTION EASEMENT/PERMANENT USE  
AGREEMENT BETWEEN THE CITY OF HANNIBAL AND GREAT RIVERS  
BANK FOR ACCESS OVER CITY RIGHT AWAY ALONG DIAMOND  
BOULEVARD**

**WHEREAS,** Great Rivers Bank is working on a project that would require them to need a temporary construction easement and permanent use agreement over city right of way along Diamond Boulevard, and

**WHEREAS,** Planning and Zoning and City Staff have no objections, and

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

**SECTION ONE:** That the Mayor is hereby authorized to execute the attached Temporary Construction Easement/Permanent Use Agreement for access over City Right of Way along Diamond Boulevard.

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

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

**APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

\_\_\_\_\_  
**Barry Louderman Mayor**

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



**PROPERTY NOTES:**

- ① SOUTHWEST CORNER BUILDING IS 1' NORTH OF PROPERTY LINE.
- ② SOUTHEAST CORNER BUILDING IS 1.4' NORTH OF PROPERTY LINE.
- ③ SOUTH SIDE A.C. PAD IS 0.9' SOUTH OF PROPERTY LINE.
- ④ SOUTHWEST CORNER LANDSCAPING IS 2.8' SOUTH OF PROPERTY LINE.
- ⑤ LANDSCAPING AT EAST PROPERTY LINE IS 2.3' SOUTH OF PROPERTY CORNER.

**PROPERTY DESCRIPTION (Book 558, Page 1328):**

A tract of land lying in part of Lot 4 of Fuqua's Subdivision of the Northwest Quarter of Section 19, Township 57 North, Range 4 West in the City of Hannibal, Marion County, Missouri, and being more fully described as follows, to-wit:

From the Southwest corner of said Lot 4, thence North 88 degrees 15 minutes and 48 seconds East along the South line of said Lot 4 a distance of 805.43 feet to the southwest corner of the Winchester tract; thence North 01 degree 10 minutes and 50 seconds West along the West line of said Winchester property 224.95 feet to the Southeast corner of the Big Bear tract; thence South 88 degrees 40 minutes and 52 seconds West 167.63 feet to the Southwest corner of the Big Bear tract, the true point of beginning; thence North 01 degree 10 minutes and 41 seconds West along the West line of said Big Bear tract 255.06 feet to the South line of the Likes Jewellers tract; thence North 86 degrees 51 minutes and 10 seconds West 133.33 feet along the southerly line of said Likes tract to the East line of the K-Mart tract; thence South 31 degrees 18 minutes West along the Easterly line of the K-Mart tract 167.49 feet to the Southeast corner of said K-Mart tract; thence South 62 degrees 26 minutes and 39 seconds East 254.99 feet to the Southwest corner of the Big Bear tract, the point of beginning, including all the right, title and interest, if any, of Parties of the First part in and to the Restriction, Use and Easement Agreement by and between Wiggins Associates, a Georgia general partnership, and Sylvia Jacobs, one of the Parties of the First part, dated November 20, 1978 and recorded in Book 538 at page 2564 of the Deed Records of Marion County, Missouri, and the Modification Agreement thereto recorded in Book 538 at Page 2523 of the Deed Records of Marion County.

EXCEPTING THEREFROM a parcel of land conveyed to Missouri Farm Bureau Services, Inc. dated May 1, 1998 and filed May 4, 1998 in Book 558 at Page 7049 Doc. #7497, further described as follows: A tract of land lying in part of Lot Four (4) in Fuqua's Subdivision of the Northwest Quarter (NW 1/4) of Section Nineteen (19), Township Fifty-seven (57) North, Range Four (4) West of the Fifth Principal Meridian, City of Hannibal, Marion County, Missouri, and being more fully described as follows, to-wit: FROM the Southwest corner of Lot Four (4) in said Fuqua's Subdivision, thence North 88 degrees 15 minutes and 48 seconds East along the South line of said Lot Four (4) a distance of 805.43 feet, thence North 01 degree 10 minutes and 50 seconds West, 224.95 feet; thence South 88 degrees 40 minutes and 52 seconds West, 167.63 feet; thence North 01 degree 10 minutes and 41 seconds West, 254.97 feet to the TRUE POINT OF BEGINNING, thence North 86 degrees 51 minutes and 10 seconds West, 133.33 feet to the Easterly line of a Thirty-five (35) foot wide driveway easement, thence North 31 degrees and 18 minutes East, along said Easterly line, 36.53 feet; thence South 60 degrees 51 minutes and 10 seconds East, 133.33 feet; thence South 01 degree 10 minutes and 41 seconds East, 50.00 feet to the TRUE POINT OF BEGINNING, containing 0.17 acres, more or less, and being subject to easements and rights-of-way now of record, as per Survey #101-120 of Robert E. Vogler, RLS #LS1248-Alexand, as made in March 1998.

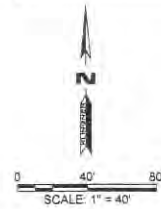
I hereby certify that the above survey as plotted was made under my supervision and that the same is true and correct to the best of my knowledge and belief.

I further state that the described property as shown on this plat was surveyed in accordance with the current Missouri Standards for Property Boundary Survey, and that the same is Urban Class property.

*Stephen P. Mock* 7/12/23  
Stephen P. Mock - Missouri Professional Land Surveyor No. 2538

BASIS OF BEARINGS: MISSOURI STATE PLANE  
COORDINATE SYSTEM (EAST ZONE)

FIELD WORK COMPLETED JULY 12, 2023.



**LEGEND**

- SUBJECT PROPERTY LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- STRUCTURE
- EDGE OF PAVEMENT
- DURE AND GUTTER
- FOUND IRON PIPE
- FOUND REBAR
- ✕ FOUND CHISELED PLUS
- ⊙ SET BRASS PLUG

Klinger & Associates, P.C. Missouri State Certificate of Authority No. LS-102-F	
STATE OF MISSOURI LAND SURVEYOR LS-2538 STEPHEN P. MOCK 7/12/23	
PLAT OF SURVEY SURVEYED FOR GREAT RIVER BANK	
PART OF LOT 4 OF FUQUA SUBDIVISION, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 57 NORTH, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MARION COUNTY, MISSOURI	
DESIGNED DRAWN FIELD BOOK TOWNSHIP CHECKED CHECKED DATE	SCALE 1" = 40' SHEET TITLE PROJECT NO. 13-108 DRAWING ISSUED DATE SHEET 1

**KLINGNER & ASSOCIATES, P.C.**  
Engineers • Architects • Surveyors

Hannibal, Missouri  
410 West Grand Road  
St. Louis, Missouri 63103  
www.klingner.com  
Quincy, IL, Cambridge, IL  
Burlington, IA, Tallahassee, FL



# Hannibal Fire Department

Office of Fire Chief Ryan Neisen

2333 Palmyra Road • Hannibal, MO 63401

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

## MEMORANDUM

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**Date:** December 12, 2023

**To:** Mayor, City Manager and Council Members

**From:** Ryan Neisen, Fire Chief

**Subject:** FY 2023 Regional Homeland Security Grant

**CC:**

---

The Hannibal Fire Department applied for a grant through the FY 2023 Homeland Security Grant to purchase ventilation equipment. We were awarded \$17,399.85 to purchase 3 battery powered ventilation fans. There is a 0% cost match required by the City of Hannibal on this project.

I am asking for the council's approval to authorize the mayor to execute the subsequent acceptance documents. Attached is the subaward agreement.



**Mark Twain COG**  
42494 Delaware Lane  
Perry, MO 63462  
(573) 565-2203

## SUBAWARD AGREEMENT

<b>SUBRECIPIENT NAME</b> Hannibal Fire Department		<b>DATE</b> December 1, 2023	
		<b>FEDERAL IDENTIFICATION NUMBER</b> EMW-2023-SS-00085	<b>OHS CONTROL NUMBER</b> 02-04
<b>ADDRESS</b> 2333 Palmyra Road		<b>UEI NUMBER</b> ZWVLKFQBANK6	
<b>CITY</b> Hannibal	<b>STATE</b> MO	<b>ZIP CODE</b> 63401	
<b>TOTAL AMOUNT OF THE FEDERAL AWARD</b> \$17,399.85		<b>AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION</b> \$17,399.85	
<b>TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT</b> \$17,399.85		<b>TOTAL APPROVED COST SHARING OR MATCHING</b> \$0.00	
<b>PROJECT PERIOD FROM</b> 09/01/2023	<b>PROJECT PERIOD TO</b> 08/31/2025	<b>FEDERAL AWARD DATE</b> 09/01/2023	
<b>PROJECT TITLE</b> Hannibal FD Ventilation Fans		<b>FUNDED BY</b> FY 2023 Homeland Security Grant Program	
<b>FEDERAL AWARDOING AGENCY</b> Department of Homeland Security	<b>PASS THROUGH ENTITY</b> DHS/FEMA/MO Dept. of Public Safety/MTRCOG	<b>IS THIS AWARD R&amp;D</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>INDIRECT COST RATE</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> <b>AMOUNT</b>
<b>CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER</b> 97.067		<b>METHOD OF PAYMENT (Reimbursement -- Advanced)</b> Reimbursement	
<b>CONTACT INFORMATION</b>			
<b>MTRCOG GRANT SPECIALIST</b>		<b>SUBRECIPIENT PROJECT DIRECTOR</b>	
<b>NAME</b> Devyn Campbell		<b>NAME</b> Ryan Neisen	
<b>E-MAIL ADDRESS</b> dcampbell@marktwaincog.com		<b>ADDRESS (If different from above)</b>	
<b>TELEPHONE</b> (573) 565-2203		<b>CITY, STATE AND ZIP CODE</b>	
<b>PROGRAM MANAGER</b> Devyn Campbell		<b>TELEPHONE</b> (573) 221-0657	<b>E-MAIL ADDRESS</b> rneisen@hannibalfire.com
<b>SUMMARY DESCRIPTION OF PROJECT</b>  Purchase of ventilation fans, batteries, chargers, and shore power for hazmat team and fire protection. The project will allow HFD to sustain response capability throughout the region.			
<b>AWARDING AGENCY APPROVAL</b>		<b>SUBRECIPIENT AUTHORIZED OFFICIAL</b>	
<b>TYPED NAME AND TITLE OF MTRCOG OFFICIAL</b> Cindy Hultz, Executive Director		<b>TYPED NAME &amp; TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL</b> Barry Louderman, Mayor	
<b>SIGNATURE OF APPROVING RPC/COG OFFICIAL</b>	<b>DATE</b>	<b>SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL</b>	<b>DATE</b>
<b>THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.</b>			

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

#### TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	DHS Standard Terms and Conditions Generally
Article III	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article IV	General Acknowledgements and Assurances
Article V	Acknowledgement of Federal Funding from DHS
Article VI	Activities Conducted Abroad
Article VII	Age Discrimination Act of 1975
Article VIII	Americans with Disabilities Act of 1990
Article IX	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article X	Civil Rights Act of 1964 – Title VI
Article XI	Civil Rights Act of 1968
Article XII	Copyright
Article XIII	Debarment and Suspension
Article XIV	Drug-Free Workplace Regulations
Article XV	Duplication of Benefits
Article XVI	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article XVII	E.O. 14074 – Advancing Effective, Accountable Policing & Criminal Justice Practices to Enhance Public Trust and Public Safety
Article XVIII	Energy Policy and Conservation Act
Article XIX	False Claims Act and Program Fraud Civil Remedies
Article XX	Federal Debt Status
Article XXI	Federal Leadership on Reducing Text Messaging while Driving
Article XXII	Fly America Act of 1974
Article XXIII	Hotel and Motel Fire Safety Act of 1990
Article XXIV	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXV	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XXVI	Lobbying Prohibitions
Article XXVII	National Environmental Policy Act
Article XXVIII	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXIX	Non-Supplanting Requirement
Article XXX	Notice of Funding Opportunity Requirements
Article XXXI	Patents and Intellectual Property Rights
Article XXXII	Procurement of Recovered Materials
Article XXXIII	Rehabilitation Act of 1973
Article XXXIV	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXV	Reporting Subawards and Executive Compensation
Article XXXVI	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Article XXXVII	SAFECOM
Article XXXVIII	Terrorist Financing
Article XXXIX	Trafficking Victims Protection Act of 2000 (TVPA)
Article XL	Universal Identifier and System of Award Management
Article XLI	USA PATRIOT Act of 2001
Article XLII	Use of DHS Seal, Logo, and Flags
Article XLIII	Whistleblower Protection Act
Article XLIV	Environmental Planning and Historic Preservation (EHP) Review
Article XLV	Disposition of Equipment Acquired Under the Federal Award
Article XLVI	Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific
Article XLVII	Agency Specific Special Conditions
Article XLVIII	Project Budget Summary

AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

#### **Article I – Summary Description of Award**

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

#### **Article II – DHS Standard Terms and Conditions Generally**

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

#### **Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS/DPS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

II. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

#### **Article IV – General Acknowledgements and Assurances**

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS/DPS/OHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/DPS/OHS.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

#### **Article V – Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article VI – Activities Conducted Abroad**

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article VII – Age Discrimination Act of 1975**

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article VIII – Americans with Disabilities Act of 1990**

Subrecipients must comply with the requirements of Titles I, II and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **Article X – Civil Rights Act of 1964 – Title VI**

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XI – Civil Rights Act of 1968**

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and

AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XII – Copyright**

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XIII – Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

#### **Article XIV – Drug-Free Workplace Regulations**

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

#### **Article XV – Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XVII – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

**Article XVIII – Energy Policy and Conservation Act**

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article XIX – False Claims Act and Program Fraud Civil Remedies**

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XX – Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXI– Federal Leadership on Reducing Text Messaging while Driving**

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the Federal Government.

**Article XXII – Fly America Act of 1974**

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXIII – Hotel and Motel Fire Safety Act of 1990**

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

**Article XXIV – John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS subrecipients, their contractors, and subcontractors –

AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

#### **Article XXV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

#### **Article XXVI – Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXVII – National Environmental Policy Act**

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXIX – Non-Supplanting Requirement**

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

### **Article XXX – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

### **Article XXXI – Patents and Intellectual Property Rights**

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

### **Article XXXII – Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### **Article XXXIII – Rehabilitation Act of 1973**

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **Article XXXIV – Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

### **Article XXXV – Reporting Subawards and Executive Compensation**

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

### **Article XXXVI – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Subrecipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  1. Applying the domestic content procurement preference would be inconsistent with public interest;
  2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The awarding Component may provide specific instructions to subrecipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Subrecipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

#### **Article XXXVII – SAFECOM**

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXXVIII – Terrorist Financing**

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXXIX – Trafficking Victims Protection Act of 2000 (TVPA)**

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XL – Universal Identifier and System of Award Management**

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article XLI – USA PATRIOT Act of 2001**

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

#### **Article XLII – Use of DHS Seal, Logo and Flags**

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

#### **Article XLIII – Whistleblower Protection Act**

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XLIV – Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XLV – Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

#### **Article XLVI – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific**

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their respective regional Threat and Hazard Identification and Risk Assessment (THIRA) and/or Stakeholder Preparedness Review (SPR). Participation in the THIRA is defined as the completion and submission of the regional THIRA to the Missouri Department of Public Safety, Office of Homeland Security, no later than October 1, every three years as required. Participation in the SPR is defined as the completion and submission of the regional SPR to the Missouri Department of Public Safety, Office of Homeland Security no later than October 1, annually if the respective region has necessary changes or updates to their SPR.
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.

AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
  - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the DPS/OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from DPS/OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to DPS/OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS/OHS within 45 days after the end of the project period.
14. All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the DPS/OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires DPS/OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the DPS/OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source over \$10,000.00 must have prior approval from the DPS/OHS.
19. Subrecipient is required to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2023 NCSR will be open October 1, 2023 and must be completed by each subrecipient no later than December 31, 2023.

20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
  - a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):  
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 43.505 RSMo for the duration of the grant period of performance.
  - b. Vehicle Stops:  
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
  - c. Police Use of Force Transparency Act of 2021:  
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 590.1268 for the duration of the grant period of performance.

AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

d. Federal Equitable Sharing Funds:

Subrecipients that are a law enforcement, assure its agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. Intoxication-Related Traffic Offenses:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related offenses to the central repository as required by Section 43.503 RSMo.

f. Rap Back Program Participation:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

g. Custodial Interrogations:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

h. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

i. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

- j. Body-Worn Camera Policy:  
The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.
22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
- a. Fire Department Registration:  
The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.
- b. Turnout Gear Maintenance Policy:  
The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.
23. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
- LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
  - Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing [mshphelpdesk@mshp.dps.mo.gov](mailto:mshphelpdesk@mshp.dps.mo.gov).
  - Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
  - Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
  - Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
  - Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023
<b>SUBAWARD AGREEMENT</b>	
<b>ARTICLES OF AGREEMENT</b>	

- g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

**Article XLVII – Agency Specific Special Conditions**

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Hannibal Fire Department
AWARD NUMBER EMW-2023-SS-00085-02-04	DATE December 1, 2023

## SUBAWARD AGREEMENT

### ARTICLES OF AGREEMENT

#### Article XLVIII – Project Budget Summary



# Hannibal Fire Department

Office of Fire Chief Ryan Neisen

2333 Palmyra Road • Hannibal, MO 63401

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

## MEMORANDUM

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**To: Mayor, City Manager, and Members of the City Council**

**From: Fire Chief Ryan Neisen**

**Re: American Rescue Plan Act Grant Application and Subsequent Award Documents**

**Date: 12-15-23**

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On October 31st, 2023 the Missouri Department of Public Safety opened grant funding on a First Responders Equipment Grant Program as part of the American Rescue Plan Act. This grant is open to all first responder agencies in Class 3 counties in the State of Missouri. Marion and Ralls Counties are both Class 3 counties. There is no maximum award amount, but each award requires a 50% match. Hannibal Fire Department has two projects we would like to submit.

The first project is a continuation of the rescue tools we received on the first ARPA grant earlier this year. We would like to apply for more tools and expand our capabilities. This would make our entire fleet capable of handling almost any motor vehicle crash and increase the efficiency of our response throughout our community. This would be approximately a \$66,775 project with a \$33,387.50 match from the city.

The second project would be submitting for 2 new support vehicles. In the past few weeks, we have had a support vehicle unexpectedly need repairs beyond the value of the vehicle and we have another vehicle 147,000 miles. We would like to submit for 2 full size SUV or pickup. This would be approximately a \$150,000 project with a \$75,000 match from the city.

I am asking for the council's approval to apply for the above listed projects through the American Rescue Plan Act Grant through the Missouri Department of Public Safety.





## City of Hannibal

Office of City Collector

320 Broadway Street • Hannibal, MO 63401

Phone: 573 221-0111 • Fax: 573 221-0707 • E-Mail: [pnelson@hannibal-mo.gov](mailto:pnelson@hannibal-mo.gov)

# MEMORANDUM

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**Date:** December 11, 2023  
**To:** Mayor, City Council, City Manager, City Attorney, City Clerk  
**From:** Phyllis Nelson, City Collector  
**Subject:** Delinquent Business Licenses

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The businesses on the list that I have put into each council mailbox still have not acquired a current business license. We have sent out several reminders to them along with a note asking them to let us know if they are no longer doing business within the city limits of Hannibal. Peyton has also made numerous phone calls trying to get this resolved. We sent out certified letters (copy enclosed) on November 8<sup>th</sup> to all the businesses still listed as delinquent. At this time there are 55 still delinquent (this number will most likely change before the actual council meeting). They were given notice to be ready to appear and give just cause why they are still not licensed if they wish to appeal.

I will generate a new list for council after the close of the day December 19<sup>th</sup>. At the council meeting I will ask council to authorize the closure of any businesses by the chief of police (or his designee) that are still un-licensed at that time. With your authorization I will then send out notices on December 20<sup>th</sup> letting each business know and informing them of the 30 day appeal period. If nothing is resolved or appealed within that time I will submit the list of remaining businesses to the police department. They will check to make sure the business is no longer operating.

# Merchant's License -- New Accounts Book

For Frequency Code: -- Unpaid Accts.

for Taxyear: 2023

12/11/2023 10:56:36

Acct #: 210L	FA	License Type: Business License		
ARAMARK UNIFORM SERVICE	115 N FIRST STREET	BURBANK, CA 91502-	Amt.Due:	\$40.00
134 -- LAUNDRY SERVICE				
Acct #: 7137L	FA	License Type: Business License		
ARBYS 8658	4729 MCMASTERS AVENUE	HANNIBAL, MO 63401-	Amt.Due:	\$40.00
153 -- RESTAURANT				
Acct #: 2147L	FA	License Type: Business License		
ARCH CITY VAPORS	3525 STARDUST	HANNIBAL, MO 63401-	Amt.Due:	\$40.00
62 -- RETAIL SHOP				
Acct #: 2507L	FA	License Type: Business License		
ARGABRIGHT, INC	3300 LANTERN LANE	QUINCY, IL 62301-	Amt.Due:	\$100.00
10 -- CONTRACTOR/ELECTRICIAN				
Acct #: 1228L	FA	License Type: Business License		
B&B THEATERS OPERATING CO INC	HANNIBAL MAIN STREET CINEMA 8	101	Amt.Due:	\$40.00
163 -- MOVIE THEATER				
Acct #: 3236L	FA	License Type: Business License		
BAILEY'S CUSTOM MASONRY LLC	13785 CEDAR COVE PLACE	NEW LONDON, MO	Amt.Due:	\$100.00
12 -- CONTRACTOR/ELEC/PLUMBING				
Acct #: 526L	FA	License Type: Business License		
BASFORD POOL & SPA	133 CORPORATE SQUARE	HANNIBAL, MO 63401	Amt.Due:	\$40.00
175 -- POOL SALES AND SUPPLIES				
Acct #: 1226L	FA	License Type: Business License		
BASFORD POOL & SPA C2007	133 CORPORATE SQUARE	HANNIBAL, MO 63401-	Amt.Due:	\$100.00
11 -- CONTRACTOR/PLUMBING				
Acct #: 7271L	FA	License Type: Business License		
BLUE SHIELD CONSTRUCTION	3461 MIAMI STREET	OMAHA, NE 68111-	Amt.Due:	\$100.00
71 -- ROOFING				
Acct #: 3105L	FA	License Type: Business License		
BLUFF CITY METAL RECYCLING LLC	3599 WARREN BARRETT DR	HANNIBAL, MO	Amt.Due:	\$50.00
149 -- RECYCLING CENTER				
Acct #: 1959L	FA	License Type: Business License		
BRUMBAUGH TREE SERVICE LLC	LARRY BRUMBAUGH	300 S 16TH ST. QUINCY, IL	Amt.Due:	\$100.00
128 -- CONTRACTOR - GENERAL				
Acct #: 2847L	FA	License Type: Business License		
C-COM INC	903 NIXON INDUSTRIAL BLVD	MACON, MO 63552-	Amt.Due:	\$100.00
128 -- CONTRACTOR - GENERAL				
Acct #: 1276L	FA	License Type: Business License		
COLOR ME TAN	116 STEAMBOAT BEND SC	HANNIBAL, MO 63401-	Amt.Due:	\$110.00
113 -- BEAUTY SHOP				
Acct #: 7256L	FA	License Type: Business License		
CSCM LLC	JAMES BAIN	219 CIRCLE DR EDWARDSVILLE, IL 62025-	Amt.Due:	\$100.00
128 -- CONTRACTOR - GENERAL				
Acct #: 7061L	FA	License Type: Business License		
CUZOS	621 BIRD STREET	HANNIBAL, MO 63401-	Amt.Due:	\$40.00
225 -- FOOD TRUCK				

# Merchant's License -- New Accounts Book

For Frequency Code: -- Unpaid Accts.

for Taxyear: 2023

12/11/2023 10:56:36

Acct #: 2424L	FA	License Type: Business License		
DANNY'S AUTO REPAIR	3208 A MARKET ST	HANNIBAL, MO 63401	Amt.Due:	\$40.00
109 -- AUTO REPAIR				
Acct #: 3018L	FA	License Type: Business License		
DUTCH COUNTRY LIVING LLC	305 N MAIN STREET	HANNIBAL, MO 63401-	Amt.Due:	\$40.00
63 -- GROCER				
Acct #: 7274L	FA	License Type: Business License		
ELITE HAIL TEAM	2860 JAMES ROAD	HANNIBAL, MO 63401-	Amt.Due:	\$40.00
109 -- AUTO REPAIR				
Acct #: 124L	FA	License Type: Business License		
EVERETTE DAVIS INC	PO BOX 1407	HANNIBAL, MO 63401	Amt.Due:	\$100.00
12 -- CONTRACTOR/ELEC/PLUMBING				
Acct #: 3127L	FA	License Type: Business License		
FIX-A-LOT LLC	120 OAKLAND ROAD	HANNIBAL, MO 63401-	Amt.Due:	\$100.00
128 -- CONTRACTOR - GENERAL				
Acct #: 1181L	FA	License Type: Business License		
FLEXICASH	509 HUCK FINN S/C	HANNIBAL, MO 63401-	Amt.Due:	\$150.00
136 -- LOAN COMPANY				
Acct #: 7255L	FA	License Type: Business License		
FREE FLOW PLUMBING & DRAIN	109 EAST HIGHWAY 54	VANDALIA, MO 63382-	Amt.Due:	\$100.00
11 -- CONTRACTOR/PLUMBING				
Acct #: 7260L	FA	License Type: Business License		
FUHRMAN CONSTRUCTION	204 SE FRONT STREET	LA PRAIRIE, IL 62346-	Amt.Due:	\$100.00
128 -- CONTRACTOR - GENERAL				
Acct #: 2269L	FA	License Type: Business License		
GROOMINGDALES PET BOUTIQUE	301 NORTH THIRD	HANNIBAL, MO 63401-	Amt.Due:	\$40.00
146 -- PET SHOP/PET SERVICES				
Acct #: 997L	FA	License Type: Business License		
HAIR STUDIO DESIGN TEAM	3601 MARKET STREET	HANNIBAL, MO 63401	Amt.Due:	\$60.00
113 -- BEAUTY SHOP				
Acct #: 1985L	FA	License Type: Business License		
HANNIBAL PAINT & BODY SHOP	JEFF WALDEN 2623 MARKET	HANNIBAL, MO 63401	Amt.Due:	\$40.00
109 -- AUTO REPAIR				
Acct #: 7L	FA	License Type: Business License		
HANNIBAL RENTAL CENTER LLC	2475 WARREN BARRETT DRIVE	HANNIBAL, MO	Amt.Due:	\$40.00
151 -- RENTAL				
Acct #: 3071L	FA	License Type: Business License		
HUTT & SONS	1800 BROADWAY	HANNIBAL, MO 63401-	Amt.Due:	\$100.00
128 -- CONTRACTOR - GENERAL				
Acct #: 2355L	FA	License Type: Business License		
INTERNATIONAL EYECARE	215 PROGRESS RD	HANNIBAL, MO 63401	Amt.Due:	\$40.00
144 -- OPTICAL SERVICE				
Acct #: 2395L	FA	License Type: Business License		
J M & S ELECTRIC	15 SETTLERS TRAIL	HANNIBAL, MO 63401	Amt.Due:	\$100.00
10 -- CONTRACTOR/ELECTRICIAN				

# Merchant's License -- New Accounts Book

For Frequency Code: -- Unpaid Accts.

for Taxyear: 2023

12/11/2023 10:56:36

Acct #: 3056L	FA	License Type: Business License		
J T BROWN ENTERPRISES	2307 BROADWAY	HANNIBAL, MO 63401-	Amt.Due:	\$40.00
166 -- TRANSFER/STORAGE				
Acct #: 1138L	FA	License Type: Business License		
KEITH FELLHOELTER CONST	502 PINE STREET	HANNIBAL, MO 63401-	Amt.Due:	\$100.00
11 -- CONTRACTOR/PLUMBING				
Acct #: 653L	FA	License Type: Business License		
MANPOWER US INC	2 MELGROVE LANE #104	HANNIBAL, MO 63401	Amt.Due:	\$40.00
119 -- CONSULTING SERVICE				
Acct #: 7283L	FA	License Type: Business License		
MICHAELS ROOFING, SIDING	587 TOWNSHIP ROAD 1100 E	CARMEN, IL 61425-	Amt.Due:	\$100.00
71 -- ROOFING				
Acct #: 7196L	FA	License Type: Business License		
MR. GREEN LAWN SERVICE	419 RICHMOND STREET	HANNIBAL, MO 63401-	Amt.Due:	\$40.00
135 -- LAWN CARE SERVICE				
Acct #: 7167L	FA	License Type: Business License		
NEW AMERICAN FUNDING	108 NORTH 7TH STREET	HANNIBAL, MO 63401-	Amt.Due:	\$150.00
136 -- LOAN COMPANY				
Acct #: 2537L	FA	License Type: Business License		
PAPA JOHNS PIZZA #3955	204 STEAMBOAT BEND	HANNIBAL, MO 63401-	Amt.Due:	\$40.00
153 -- RESTAURANT				
Acct #: 2539L	FA	License Type: Business License		
ROB-BILT POLE BARNS LLC	156 REASOR ST PMB 527	TAHLEQUAH, OK 74464-	Amt.Due:	\$100.00
128 -- CONTRACTOR - GENERAL				
Acct #: 7174L	FA	License Type: Business License		
ROYAL LEE CONST SOLUTIONS	3930 NEW LONDON GRAVEL ROAD	HANNIBAL, MO	Amt.Due:	\$100.00
128 -- CONTRACTOR - GENERAL				
Acct #: 2600L	FA	License Type: Business License		
RYAN TIDWELL	412 W. TERRACE	HANNIBAL, MO 63401-	Amt.Due:	\$100.00
12 -- CONTRACTOR/ELEC/PLUMBING				
Acct #: 2481L	FA	License Type: Business License		
SHOE SENSATION INC	212 HUCK FINN S/C	HANNIBAL, MO 63401-	Amt.Due:	\$40.00
93 -- SHOE STORE				
Acct #: 1469L	FA	License Type: Business License		
STAPLES CONTRACT & COMMERCIAL	500 STAPLES DR	FRAMINGHAM, MA 01702-	Amt.Due:	\$40.00
184 -- SALES				
Acct #: 2245L	FA	License Type: Business License		
STARBOARD WITH CHEESE, LLC	DBA WENDY'S #703	314 SOUTH HIGHWAY 61	Amt.Due:	\$40.00
153 -- RESTAURANT				
Acct #: 2850L	FA	License Type: Business License		
STEVEN NEFF	56509 JANAPAS TRAIL	HANNIBAL, MO 63401-	Amt.Due:	\$100.00
128 -- CONTRACTOR - GENERAL				
Acct #: 2311L	FA	License Type: Business License		
SWANK AUTOMOTIVE	KENNETH SWANK	2929 BOWLING AVENUE HANNIBAL, MO	Amt.Due:	\$40.00
109 -- AUTO REPAIR				



# Merchant's License -- New Accounts Book

For Frequency Code: -- Unpaid Accts.

for Taxyear: 2023

12/11/2023 10:56:36

Acct #: 7130L	FA	License Type: Business License		
TBS MICHAEL J ROGERS 18 B LUTHER LANE HANNIBAL, MO 63401-128 -- CONTRACTOR - GENERAL			Amt.Due:	\$100.00
Acct #: 1082L	FA	License Type: Business License		
THE STRAND 2800C ST. MARY'S AVE. HANNIBAL, MO 63401-113 -- BEAUTY SHOP			Amt.Due:	\$40.00
Acct #: 7209L	FA	License Type: Business License		
TISCHER MASONRY 12592 HIGHWAY O NEW LONDON, MO 63459-128 -- CONTRACTOR - GENERAL			Amt.Due:	\$100.00
Acct #: 7301L	FA	License Type: Business License		
TJ'S AND MORE 3307 ST. CHARLES HANNIBAL, MO 63401-128 -- CONTRACTOR - GENERAL			Amt.Due:	\$100.00
Acct #: 2166L	FA	License Type: Business License		
TRI STATE ROOFING 56125 QUARRY LANE NEW LONDON, MO 63459-71 -- ROOFING			Amt.Due:	\$100.00
Acct #: 7289L	FA	License Type: Business License		
UCS LLC 44 BOSTON COURT LAKE OZARK, MO 65049-128 -- CONTRACTOR - GENERAL			Amt.Due:	\$100.00
Acct #: 1142L	FA	License Type: Business License		
WALDEN BROS AUTO SALES CO 2640 MARKET STREET HANNIBAL, MO 63401-99 -- AUTO SALES			Amt.Due:	\$40.00
Acct #: 7265L	FA	License Type: Business License		
WYNDEESU LLC 1400A MARKET STREET HANNIBAL, MO 63401-60 -- GENERAL MERCHANDISE			Amt.Due:	\$40.00
Acct #: 7246L	FA	License Type: Business License		
YARRINGTON CONSTRUCTION LLC 1521 FRANK STREET HANNIBAL, MO 63401-128 -- CONTRACTOR - GENERAL			Amt.Due:	\$100.00
Acct #: 7299L	FA	License Type: Business License		
YO-KE'S ICE CREAM 602 SOUTH 5TH STREET CANTON, MO 63435-171 -- VENDOR			Amt.Due:	\$40.00

Number of Accounts: 55

Total Original Amount Due: 4,020.00

Total Amount Paid: 0.00





## City of Hannibal

### Office of City Collector

320 Broadway Street • Hannibal, MO 63401

Phone: 573 221-0111 • Fax: 573 221-0707

November 8, 2023

Dear Business Owner:

Our records show that you are still delinquent on your business license. The payment for your business license for fiscal year 2023-2024 was due on June 30<sup>th</sup>. It is now 4 months delinquent. If we do not receive payment along with penalties and any necessary paperwork by December 19<sup>th</sup> we will request of the council at their meeting on that evening to begin the procedure to have the police close your business (they have the authority to chain and padlock the doors if necessary). Once council permission is given you will have 30 days to appeal the closure to the circuit court as provided under RSMO chapter 536 or to come to the city clerk's office to complete the process for license renewal. I am enclosing a copy of the City of Hannibal codebook referring to revocation/suspension of business licenses. Please refer to it to know your rights in this matter.

If this has to go before council there is a chance this information will appear in the newspaper or on television as council proceedings are open to the public and the media usually attend.

Please be aware that if you currently have a contract with the city we will have to look to other vendors as we are prohibited from contracting with an unlicensed business. If you plan to bid on a city project you will not be selected for the same reason. Also all city taxes (included with your county tax bill) must be paid before a license can be issued, in addition to a "certificate of no tax due" issued by the Missouri Dept. of Revenue if you have a state sales tax number.

If you have any questions please contact my office at 573-221-0111, extension 207. If your business has closed it is necessary to contact Peyton Flachs, Deputy Collector, at 573-221-0111, extension 207.

Sincerely,

Phyllis Nelson

Hannibal City Collector



## Hannibal Fire Department

2333 Palmyra Road □ Hannibal, MO 63401

Phone: 573 221-0657 □ Fax: 573 221-2431

Date: 14 December 2023

To: Hannibal City Council Members

MEMO: Pension Military Amendment

As the pension chairman, I am asking the Hannibal City Council to amend our Police and Fireman Pension plan, Section 1.23 regarding armed services members paying their make up contributions to the pension plan. Our board, with the help of our consulting firm, MCG and our legal advisor, state of MO Joint Committee overseeing our pension plan and much discussion on the topic, has voted to amend this to our plan. Many of our service members return home to financial and relationship hardships and do not have the financial resources to afford to buy their time back.

This amendment is not an enhancement to the membership and is neutral to our plan. In years past our membership, after returning from deployment, has been allowed to pay back their contributions and are still allowed to conduct a payback in this manner in return for the time that the member was serving on active deployment. We are asking that this amendment allow our returning serviceman to pay back their contributions at any point in their career. The payback of contributions will include all costs and revenue that the plan would have incurred during the participants active service away from the City of Hannibal Police and our Fire Departments.

In summary, this is not an enhancement of benefits to the plan and has been reviewed and approved by the state of Missouri's governing body of pension plans. I believe that this will give an employee a positive way to extend the payback of service time with no negative result to the employee and city contributions.

Respectfully,

Mark L. Kempker - HFD - DSN #6

Training Officer / Pub. ED. Coordinator

Fire Investigator / P & F Chairman



BILL NO. ~~23-033~~

23-038

ORDINANCE NO.

FIRST READING:

SECOND READING:

**AN ORDINANCE OF THE CITY OF HANNIBAL PROVIDING FOR A MEMBER WHO LEAVES THE SERVICE OF THE CITY TO SERVE IN THE ARMED SERVICES OF THE UNITED STATES OR IN ANY QUALIFYING MILITARY DEPLOYMENT TO MAKE-UP CONTRIBUTIONS FOLLOWING PLAN REQUIREMENTS HEREIN.**

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

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

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

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Barry Louderman, Mayor

ATTEST:

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Melissa Cogdal - City Clerk