

City of Hannibal

OFFICIAL COUNCIL AGENDA

**Tuesday, April 16, 2024
Council Chambers
7:00 p.m.**

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

City Council meetings will be videotaped to be shown live on the City of Hannibal YouTube page.

Although the meeting will be shown live, residents will also be able to watch the meeting on the YouTube page after the meeting.

The instructions to watch the meetings online follow:

- 1. Type in www.youtube.com in the web browser*
- 2. Type in City of Hannibal in the "Search" bar and hit Enter and hit the magnifying glass on the right side of the search bar.*
- 3. Click on "City of Hannibal" or the city of Hannibal crest.*
- 4. During the City Council meeting, there will be a red Thumbnail with the word "Live" on it.*
- 5. Click on the Thumbnail to watch the meeting.*
- 6. The meeting may be viewed on the website in its entirety after the meeting.*

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

**Regular Scheduled Council Meeting – April 2, 2024
Budget Workshop – April 9, 2024
Special Call Council Meeting April 9, 2024**

APPROVAL OF PAYROLL AND CLAIMS

First Half – April 2024

PUBLIC COMMENTS
3 Minutes/ Sign Up Required

RICKELLE DAACK – HISTORIC HANNIBAL MARKETING COUNCIL
Re: Street Closures, Sale of Alcohol, Use of City Property
Twain on Main – Friday May 24, 3:00 p.m. until Sunday May 26, 6 p.m.

ELISE BLUE – NEMO HUMANE SOCIETY
Re: Street Closures
Bark Fest Fundraiser – June 8, 2024, 9:00 a.m. until 6:00 p.m.

KAYLEE BUCKMAN – HANNIBAL JAYCEES
Re: Street Closures, Use of Barricades, City owned Property, Police Assistance (Parade)
69th National Tom Sawyer Days – June 30th until July 7, 2024

LARRY CRAIG– STORWATER ADVISORY COMMITTEE
Re: Stormwater System, Failed Ballot Measure

BARRY LOUDERMAN– MAYOR
Re: Hospital Structure Public Meeting
Tuesday, May 14, 2024, 5:30 – 6:30 p.m.

Re: Presentation of Plaque of Appreciation
Jeffrey Veach 6th Ward Councilmen 2017-2024

DARRELL MCCOY– 1ST WARD
Re: Potential Charter Change

MELISSA COGDAL – CITY CLERK
Re: Avenu Enterprise Solution LLC User Agreement
(Resolution No.2506-24, to follow, for approval)

ANDY DORIAN – DIRECTOR OF CENTRAL SERVICES
Re: Mark Twain School Temporary Road Closure

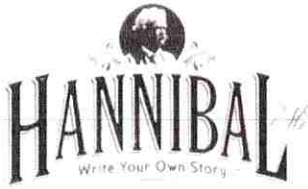
RYAN NEISEN – FIRE CHIEF
Re: ARPA First Responders Grant
Replacement Support Vehicles 50% Match Grant \$82,300.00

TRISHA O’CHELTREE– DIRECTOR OF CONVENTIONS & TOURISM
Re: Missouri Division of Tourism Grant Application

RESOLUTION NO. 2506-24

**A RESOLUTION AUTHORIZING A ONE YEAR
AGREEMENT FOR APPLICATION HOSTING AND
TECHNOLOGY SUPPORT SERVICES BETWEEN THE
CITY OF HANNIBAL AND AVENU ENTERPRISE
SOLUTIONS, LLC., A DIVISION OF AVENU, IN THE
AMOUNTS OF \$30,213.12 FOR THE FISCAL YEAR 2025.**

ADJOURNMENT



Return to:
 Office of the City Clerk
 Attn: Britta Dooley
 320 Broadway Hannibal, MO 63401
 Ph. (573) 221-0111 ext. 221
 Email to: bdooley@hannibal-mo.gov

SPECIAL EVENT APPLICATION

(Council Meetings are the 1st & 3rd Tuesdays of each month)

Deadline for Submission: Wednesday, Prior to Council Meeting

Today's Date: 3/26/24 Date you wish to be placed on Agenda: ~~4/3/24~~ 04.16.2023

Your Organization: Historic Hannibal Marketing Council Special Event: Twain on Main

Date(s) of Event: 5/25/24 - 5/26/24 Requested Times (from-to): Friday 5/24 - 3pm - Sunday 5/26 6pm

Description of Activity: Vendor Street Festival, hosting 100+ vendors and various entertainers.

Decades long tradition on Main Street, drawing an estimated 10,000 visitors annually.

Requesting Bird + Main public lot Thurs night - Sunday and closure of Main St. & adjacent sides streets to the alleys be closed from Friday 5/24 - Sunday 5/26/24.

Primary Contact Person(s): Rickelle Daack Cell Phone: 636-253-6655

Work Phone: _____ E-mail: hhmceventmanager@gmail.com

Assistance Needed (location, etc.): See attachment on next page ->

DEPARTMENTAL COMMENTS (office Use)

Police: No issues. Dept. Cost: 0

_____ -Chief Nacke

Fire: No issue with this event. Dept. Cost: 0

_____ -Chief Neisen

BPW: For the water & electric request they need to contact the HBPW front office & make Dept. Cost: 0

arrangements. Our customer service can take care of them. Other than that- we have no issues. -Darrin Gordon

Building Inspector: No comments or concerns with this event. **Dept. Cost:** 0
-Building Inspector's Office

Parks: Parks has no objections. **Dept. Cost:** 0
-A. Dorian

Streets: Streets has no objections. **Dept. Cost:** 0
-A. Dorian

Tourism: No concerns on my end. **Dept. Cost:** 0
-Tourism Director

Administration: We have reminded them to contact the HBPW for the request of **Dept. Cost:** 0
the electric & water. We are waiting on the Certificate of Insurance. Also, a list of vendors -City Clerk's Office
will need to be sent over at least a week prior if possible for the event licenses.

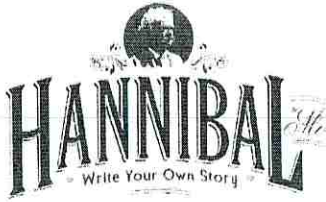
STAFF RECOMMENDS:

2024 Twain on Main Street Closure Request

Assistance Needed:

- Thursday 5/23: 4 Barricades with 4 sandbags per barricade needed for public parking lot at Bird and Main Streets. Lot closure begins at 8pm
- Friday 5/24 10am or earlier: Red Sandwich board No Parking after **3pm** signs placed at each parking section of each block
- Friday 5/24: 2 temporary barricades with 4 sandbags per barricade at each street closure area. We do not want to utilize the bollards this year.
 - 3pm-5pm: Street closure starts for clearing of cars.
 - Temporary barricades to be placed at Main and Broadway and North and Broadway. Put in place at 3pm blocking incoming traffic but still allowing outgoing cars while street is being cleared.
 - 5pm: Vendor set up begins.
- Sunday 5/26 6pm: Our volunteers will remove barricades and open the streets
- We would like to request the use of the city's white dumpster and for its placement at Center Street near the flood wall.

*Request to have alcohol sales on City owned property.



CITY OF HANNIBAL

Special Event Safety Plan

Questions or Inquiries: Contact Hannibal Fire Department @ 573-221-0657

I. GENERAL

Event Name Twain on Main Date of Event 5/25/24 - 5/26/24
Location/Address/Facility Name Main Street & adjacent side streets
Expected Number of Attendees: 10,000

II. PURPOSE

- A. This emergency action plan predetermines actions to take before and during the event in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
- B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.

III. ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police.

IV. BASIC PLAN

A. EAP Event Representative

The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as:

Primary Contact: Rickelle Daack
Cell Phone: 636-253-6655

B. Emergency Notification

1. In the event of an emergency, notification of the emergency will be through 911. The caller should have the following information available to give to the 911 dispatcher: nature of the emergency, location and contact person with callback number.

2. Will on-sight EMS be provided?

Yes No

If yes, contact name and phone Marion County Ambulance

3. Will on-site security be provided?

Yes No

If yes, contact name and phone Private security through Marion County Sheriff Dept.

C. Severe Weather

1. Weather forecasts and current conditions will be monitored throughout the entirety of the event.

2. Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.

3. During the event – If severe weather occurs during the event, the EAP event representative or his/her designee will make the notification to those attending the event that a hazardous weather condition exists and direct them to shelter.

4. There are limited provisions for sheltering participants in the event of severe weather.

D. Fire

1. Has a specific hazard been identified as an increased risk of fire at this event?

Yes No

If yes, what has been identified? _____

2. Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.

3. Any food vendors will be inspected when appropriate by the fire code and must meet permitting requirements.

4. Should an incident occur that requires the Fire Department, **CALL 911**. The caller should have the following information available to give the 911 dispatcher: Nature of the emergency, location, and contact person with a callback number.

E. Medical Emergencies

1. As with any event, there is a potential for injury to the participants. The types of injuries are various and include those that are heat-related as well as traumatic injuries
2. Are there limited provisions for on-site Emergency Medical Services at this event?
 Yes No
3. Should an incident occur that requires Emergency Medical Services, contact as indicated to this this resource. The caller will have the following information ready: Nature of emergency, precise location and contact person with callback number
 On-site EMS officer or 911 Dispatch

F. Law Enforcement

1. Has a need for constant Law Enforcement presence been identified at this event?
 Yes No
2. Should an incident occur that requires Law Enforcement, contact as indicated below to request this resource. Have the following information ready: Nature of emergency, precise location and contact person with callback number.
 On-site Security or 911 Dispatch for Law Enforcement

G. Emergency Vehicle Access

1. Access to emergency vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
3. Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks, or public throughways.
4. Crowd control will be managed by:
 Staff or On-site Security

V. CONTACT INFORMATION

Primary Contact: Rickelle Daack

Cell Phone: 636-253-6655

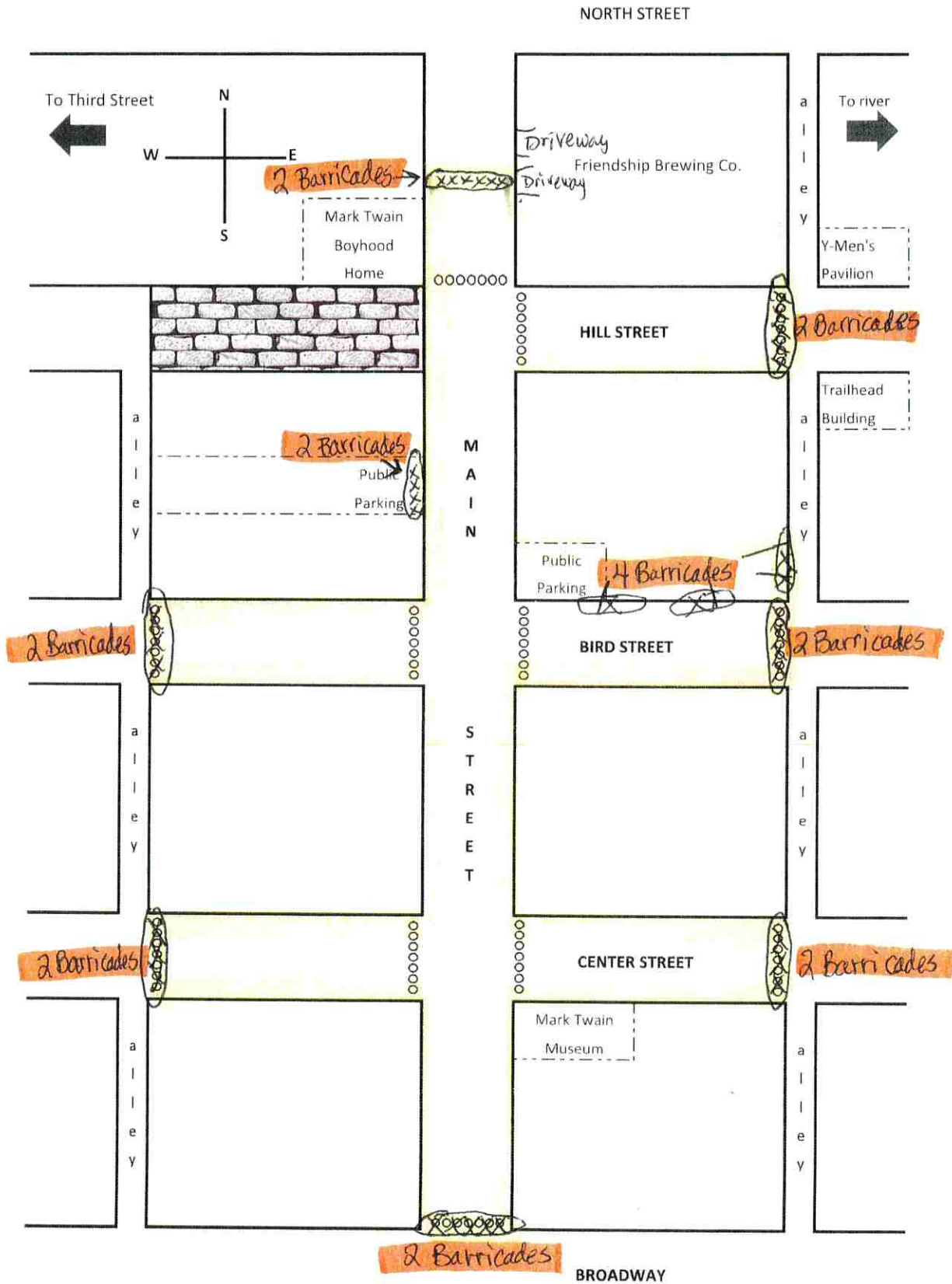
Secondary Contact: Katy Welch

Cell Phone: 573-719-0252

Dial 911 in case of emergency

- Requesting Barricades with extra sandbags in place of bollards.

HISTORIC DISTRICT - REQUESTED STREET CLOSURES

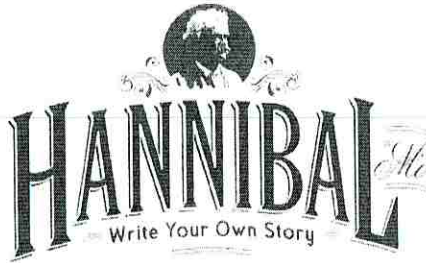


○○○○○○○○ Indicates the optional road closures, ONLY circle those where you request to have the road closed. If you wish to have bollards in place rather than barricades please specify.

ACTIVITY	PROCESS
<input type="checkbox"/> Business License	The business / group promoting and organizing the event for profit must obtain a City of Hannibal Business License. Contact City Hall at 573-221-0111 for more information.
<input checked="" type="checkbox"/> Alcohol	<ol style="list-style-type: none"> 1. Review the City of Hannibal, <u>Municipal Code Chapter 3 Alcoholic Beverages</u>. 2. Approval is needed from the City of Hannibal
<input checked="" type="checkbox"/> Retail Vendors	If retail sales are being made, vendors are required to collect and report sales tax to Missouri Department of Revenue. Tax Packets may be obtained by calling 573- 751-3505 or by visiting the Business tax Registration Forms at http://dor.mo.gov
<input checked="" type="checkbox"/> Food Vendors	If food is to be served, each food vendor must receive approval from the Marion County Health Department. You may contact them at 573-221-1166 .
<input type="checkbox"/> Parade or other run / walk event	Special Events that occur on public property, require street closures, or involve outdoor retail sales, first require City Council approval. Parades require you to obtain a permit from the Police Department after Council Approval, but prior to your event. You must contact the Police Department 573-221-0987 within 10 days of your event to secure the appropriate parade permit.
<input checked="" type="checkbox"/> Security	(Must Provide Own) Method of Security
<input checked="" type="checkbox"/> Waste Removal / Recycling	Responsibility of Event Holder
<input checked="" type="checkbox"/> Port-A-Potties	Not supplied by City
<input checked="" type="checkbox"/> Barricades/Road Closures	If you're requesting a road closure & your area is outside of the map provided in the packet, then you must provide your own map (If you are having trouble with this please contact the Clerk's Office, the office manager will be happy to assist you). Your requested road closures or barricades will need to be marked on the map you've turned in with your packet.
<input checked="" type="checkbox"/> Electric Power	<p>For temporary electric utility service for Festivals, the organizer must contact the HBPW at 573-221-8050. A utility application is required no later than the Wednesday preceding the City Council Meeting you plan to attend.</p> <p>The pedestals located along Main St. are not for vendor use and will not be energized during events.</p> <p>Service call outs determined to be the fault of the vendor are at the organizer's expense and billed in accordance with the HBPW Schedule of Rates and Fees.</p> <p>For electric utility service at the Riverfront or other park locations, the organizer should contact Parks and Rec at 573-221-0111.</p> <p>Meter Fee and prepayment of usage is required. Any overpayment will be refunded.</p>
<input checked="" type="checkbox"/> Water	For use of water at a fire hydrant, the organizer must contact the HBPW at 573-221-8050. A utility application is required no later than the Wednesday preceding the City Council Meeting you plan to attend. Meter Fee and prepayment of usage is required. Any overpayment will be refunded.

All special events; etc. must contact the Hannibal Fire Department for appropriate permits

Administration Building
2333 Palmyra Road
Mark Kempker, Training Officer
(573)221-0651



Hold Harmless and Insurance Requirements

- 1) To the fullest extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Hannibal, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to, Sponsor's use of City streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees
- 2) Sponsor shall purchase and maintain the following insurance, at Sponsor's expense: Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence bases.
Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 minimum.
Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
- 3) All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
- 4) Prior to using City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
- 5) No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.



BY
President, HHMC

Title

3/26/24

Date



Return to:
Office of the City Clerk
Attn: Britta Dooley
320 Broadway Hannibal, MO 63401
Ph. (573) 221-0111 ext. 221
Email to: bdooley@hannibal-mo.gov

SPECIAL EVENT APPLICATION

(Council Meetings are the 1st & 3rd Tuesdays of each month)

Deadline for Submission: Wednesday, Prior to Council Meeting

Today's Date: 3-28-24 Date you wish to be placed on Agenda: April 16, 2024

Your Organization: NEMO Humane Soc. Special Event: BarkFest - fundraiser

Date(s) of Event: June 8, 2024 Requested Times (from-to): 9AM - 6pm

Description of Activity: live music to raise money for
NEMO HS

Primary Contact Person(s): Elise Blue Cell Phone: 573-541-5173

Work Phone: 573-221-9222 E-mail: eliseb@nemohumane.com

Assistance Needed (location, etc.): Street closures at Main/Hill Street as well as the alley between Hill Street
and the YMen's Pavillion and the alley between Hill Street and the Trailhead Building.

DEPARTMENTAL COMMENTS (office Use)

Police: No objections. Dept. Cost: 0
-Chief Nacke

Fire: No issues with this event. Dept. Cost: 0
-Chief Neisen

BPW: No issues. Dept. Cost: 0
-Darrin Gordon

Building Inspector: No objections, issues, or concerns with this event. **Dept. Cost:** 0

-Building Inspector's Office

Parks: Parks has no objections. **Dept. Cost:** 0

-A. Dorian

Streets: Streets has no objections. **Dept. Cost:** 0

-A. Dorian

Tourism: No concerns. **Dept. Cost:** 0

-T. O'Cheltree

Administration: The City Clerk's Office is just in need of the Certificate of **Dept. Cost:** 0

Insurance before the event.

-City Clerk's Office

STAFF RECOMMENDS:



CITY OF HANNIBAL

Special Event Safety Plan

Questions or Inquiries: Contact Hannibal Fire Department @ 573-221-0657

I. GENERAL

Event Name Bark Fest Date of Event June 8, 2024
Location/Address/Facility Name 4 Men's Pavillion
Hill Street
Expected Number of Attendees: 100+

II. PURPOSE

- A. This emergency action plan predetermines actions to take before and during the event in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
- B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.

III. ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police.

IV. BASIC PLAN

A. EAP Event Representative

The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as:

Primary Contact: Elise Blue

Cell Phone: 573-541-5173

B. Emergency Notification

1. In the event of an emergency, notification of the emergency will be through 911. The caller should have the following information available to give to the 911 dispatcher: nature of the emergency, location and contact person with callback number.

2. Will on-sight EMS be provided?

Yes No

If yes, contact name and phone _____

3. Will on-site security be provided?

Yes No

If yes, contact name and phone _____

C. Severe Weather

1. Weather forecasts and current conditions will be monitored throughout the entirety of the event.

2. Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.

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4. There are limited provisions for sheltering participants in the event of severe weather.

D. Fire

1. Has a specific hazard been identified as an increased risk of fire at this event?

Yes No

If yes, what has been identified? _____

2. Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.

3. Any food vendors will be inspected when appropriate by the fire code and must meet permitting requirements.

4. Should an incident occur that requires the Fire Department, **CALL 911**. The caller should have the following information available to give the 911 dispatcher: Nature of the emergency, location, and contact person with a callback number.

E. Medical Emergencies

1. As with any event, there is a potential for injury to the participants. The types of injuries are various and include those that are heat-related as well as traumatic injuries
2. Are there limited provisions for on-site Emergency Medical Services at this event?
 Yes No
3. Should an incident occur that requires Emergency Medical Services, contact as indicated to this this resource. The caller will have the following information ready: Nature of emergency, precise location and contact person with callback number
 On-site EMS officer or 911 Dispatch

F. Law Enforcement

1. Has a need for constant Law Enforcement presence been identified at this event?
 Yes No
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G. Emergency Vehicle Access

1. Access to emergency vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
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4. Crowd control will be managed by:
 Staff or On-site Security

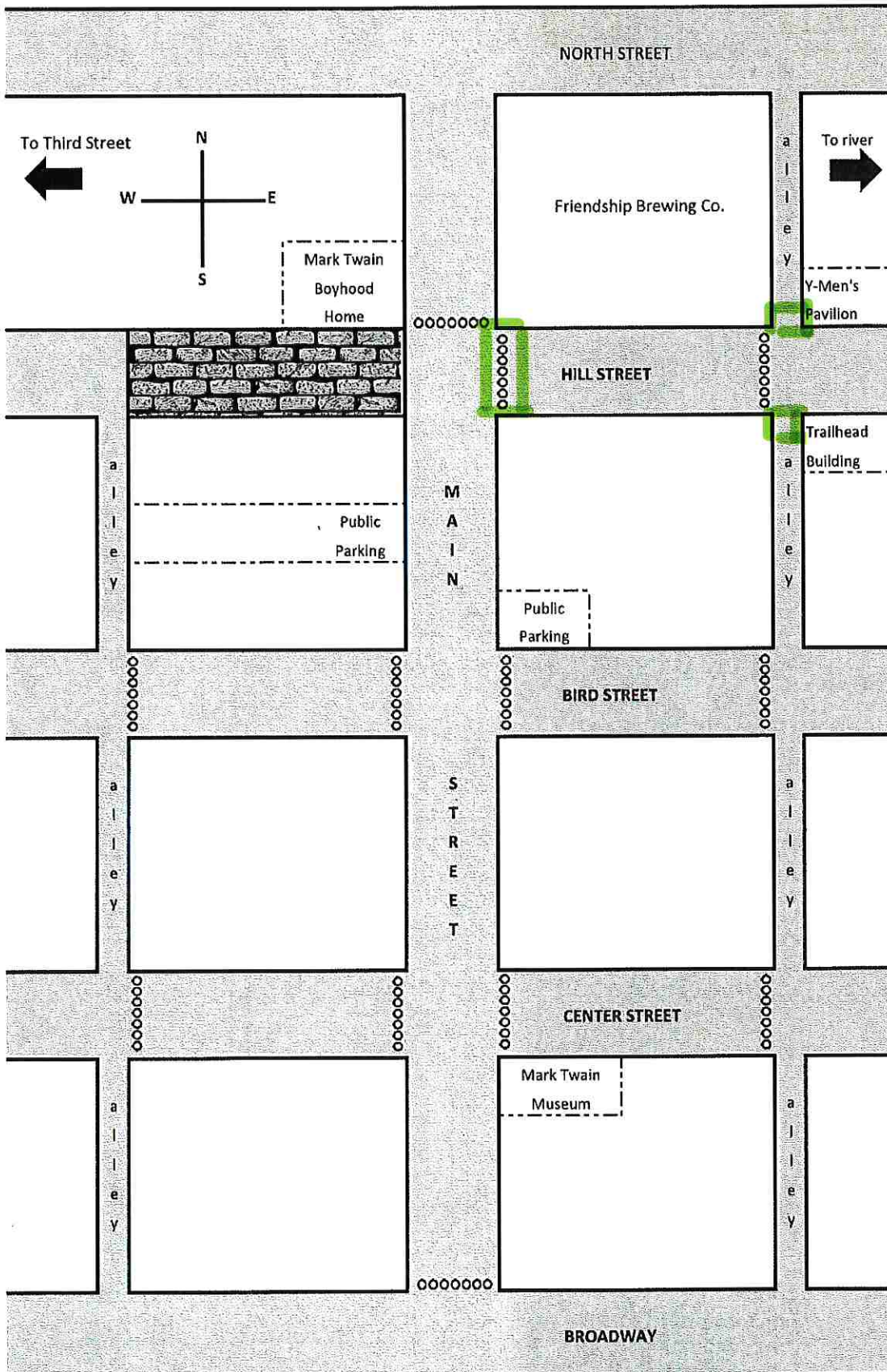
V. CONTACT INFORMATION

Primary Contact: Elise Blue Cell Phone: 573-541-5173

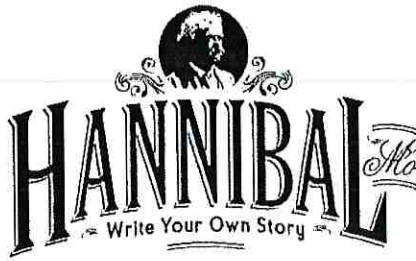
Secondary Contact: Tommy Hughes Cell Phone: 573-501-0764

Dial 911 in case of emergency

HISTORIC DISTRICT - REQUESTED STREET CLOSURES



○○○○○○○○ Indicates the optional road closures, ONLY circle those where you request to have the road closed.
 If you wish to have bollards in place rather than barricades please specify.



Hold Harmless and Insurance Requirements

- 1) To the fullest extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Hannibal, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to, Sponsor's use of City streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees
- 2) Sponsor shall purchase and maintain the following insurance, at Sponsor's expense: Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence bases.
Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 minimum.
Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
- 3) All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
- 4) Prior to using City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
- 5) No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

Elise Blue

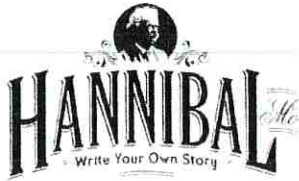
By

Ex. Director

Title

3-28-24

Date



Return to:
Office of the City Clerk
Attn: Britta Dooley
320 Broadway Hannibal, MO 63401
Ph. (573) 221-0111 ext. 221
Email to: bdooley@hannibal-mo.gov

SPECIAL EVENT APPLICATION

(Council Meetings are the 1st & 3rd Tuesdays of each month)

Deadline for Submission: Wednesday, Prior to Council Meeting

Today's Date: 4/8/24 Date you wish to be placed on Agenda: 04/16/24

Your Organization: Hannibal Jaycees Special Event: National Tom Sawyer Days

Date(s) of Event: 7/4/24 - 7/7/24 Requested Times (from-to): see attached

Description of Activity: Carnival, Fence painting, parade

Primary Contact Person(s): Kaylee Buckman Cell Phone: 573-795-0279

Work Phone: — E-mail: kaylee.buckman91@gmail.com

Assistance Needed (location, etc.): Police for parade and a police presence during carnival.

Street Dept. to set barricades

DEPARTMENTAL COMMENTS (office Use)

Police: As far as the parade is concerned I am good with that, no changes there. South Dept. Cost: 0

Main needs to remain completely open during the viaduct closure so they may want jersey barriers at Lyon & Church if they plan on having the carnival on the streets. From what I can tell they want to use Church and Lyon for the event which is fine for me, again with the understanding that South Main is completely open.

-Chief Nacke

Fire: No issues with this event. Dept. Cost: 0

-Chief Neisen

BPW: No issues. If they have utility needs- contact BPW. Dept. Cost: 0

-Darrin Gordon

Building Inspector: No comments or concerns with this event. **Dept. Cost:** 0

-Building Inspector's Office

Parks: The Jaycees won't be able to use the Armory parking lot for Carnival **Dept. Cost:** 0

Campers, those lots are being used as a laydown site for viaduct construction. -A. Dorian

Streets: Everything looks okay. **Dept. Cost:** 0

-A. Dorian

Tourism: Looking forward to it. Already getting calls about it! **Dept. Cost:** 0

-T. O'Cheltree

Administration: All documents are on file in the Clerk's Office. **Dept. Cost:** 0

-Clerk's Office

STAFF RECOMMENDS:

Alabama
 Arizona
 Arkansas
 California
 Colorado
 Connecticut
 Delaware
 Florida
 Georgia
 Hawaii
 Illinois
 Indiana
 Iowa
 Kansas
 Kentucky
 Louisiana
 Maryland
 Michigan
 Minnesota
 Mississippi
 Missouri
 Montana
 Nebraska
 New Jersey
 New York
 North Carolina
 North Dakota
 Ohio
 Oklahoma
 Oregon
 Pennsylvania
 South Carolina
 South Dakota
 Tennessee
 Texas
 Virginia
 Washington
 West Virginia
 Wisconsin
 Wyoming



Hannibal, MO Chapter

To City of Hannibal Officials,

Listed below are the street closures the Hannibal Jaycees are requesting for the 69th annual National Tom Sawyer Days. We appreciate the cities continued support for this event and thank you for your approval.

- Closure for 06/30/24 to 07/07/24. Please place barricades at S. Main St. at Lyon, one at Lyon and S 4th St., Church St. at 3rd and also at S. Main. This closure is requested for a Fence painting event and carnival set up. Jaycees can set barricades. Also request use of Armory parking lot for carnival campers. Place concrete barricades for carnival 07/02/24. We are requesting the exclusive use of the 2 city owned parking lots on 3rd St. between Broadway and Church for the duration of the carnival. We are also requesting to close Church St from 3rd St. to S. Main. We will leave the alleys open for residents and emergencies.
- Parade Closure. Close Broadway from 7am to 1pm 07/04/23. Including both sides of Maple St. and 10th St. for line ups.
- Fence Painting Closure. Close N Main St. at Hill St. 07/06/24 and 07/07/24 from 11am to 5pm. Request barricades to close road and not bollards. Jaycees can set barricades.

Thank you,
 Jeff Veach

2023 National Tom Sawyer Days
 Chairmen

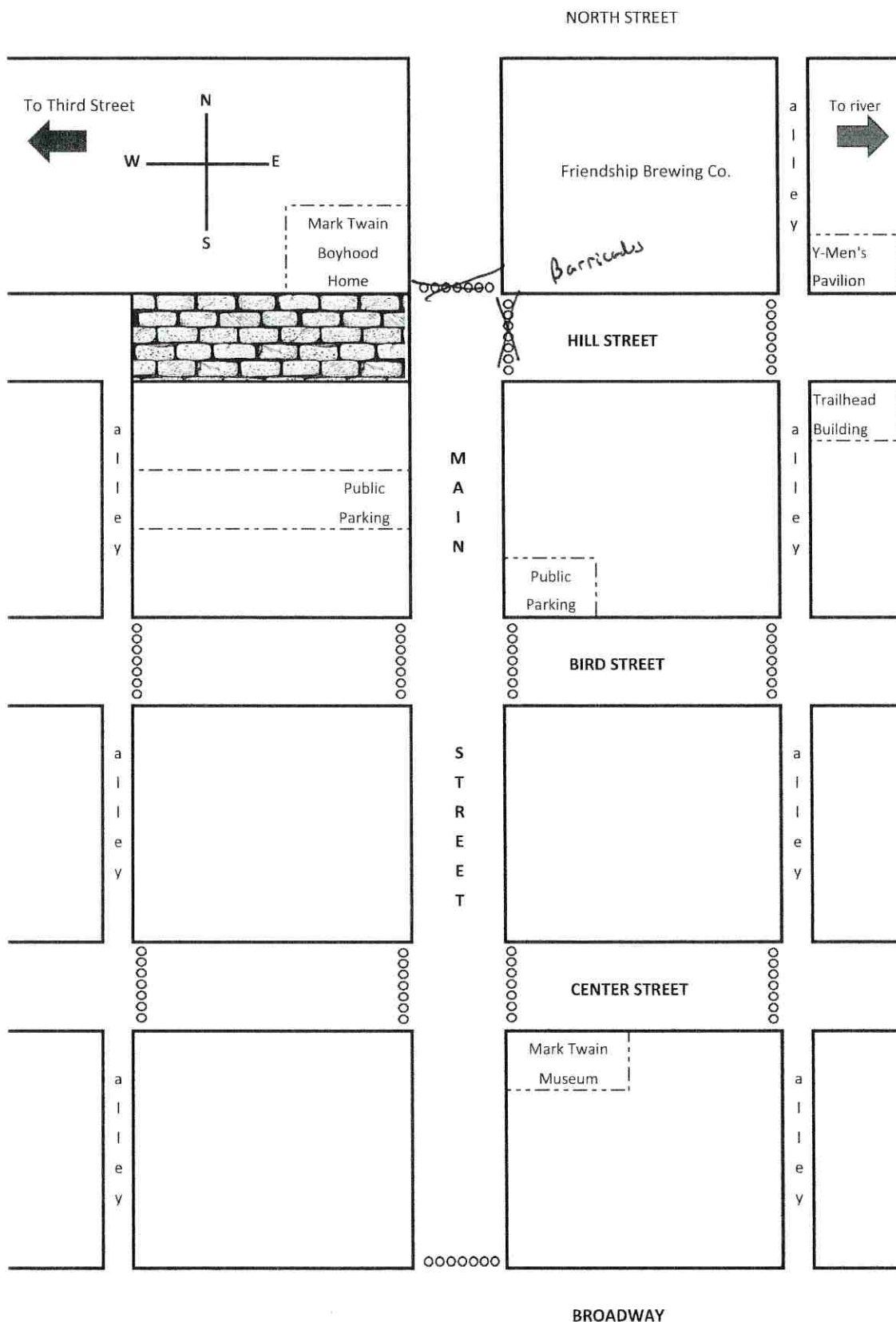
Kaylee Buckman	kaylee.buckman91@mail.com	573-795-0289
Kylie Dooley	kyliejustice77@gmail.com	573-406-8583
Ashley Veach	Ashley.veach@genmills.com	573-795-2559



Hannibal Chapter
 P O Box 484 Hannibal, MO 63401
www.hannibaljaycees@gmail.com
www.hannibaljaycees.org

✓ Rec'd 04.09.24 - RKD

HISTORIC DISTRICT - REQUESTED STREET CLOSURES



○○○○○○○ Indicates the optional road closures, ONLY circle those where you request to have the road closed.
 If you wish to have bollards in place rather than barricades please specify.

Approved by MA 711-240



CITY OF HANNIBAL

Special Event Safety Plan

Questions or Inquiries: Contact Hannibal Fire Department @ 573-221-0657

I. GENERAL

Event Name National Tom Sawyer Days Date of Event 4/4-4/7/24

Location/Address/Facility Name Downtown Hannibal

Expected Number of Attendees: a lot

II. PURPOSE

- A. This emergency action plan predetermines actions to take before and during the event in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for and those required during an emergency.
- B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.

III. ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police.

IV. BASIC PLAN

A. EAP Event Representative

The EAP event representative will be identified as the point of contact for all communications regarding the event. This person is identified as:

Primary Contact: Kaylee Buckman

Cell Phone: 573-795-0229

B. Emergency Notification

1. In the event of an emergency, notification of the emergency will be through 911. The caller should have the following information available to give to the 911 dispatcher: nature of the emergency, location and contact person with callback number.

2. Will on-sight EMS be provided?

Yes No

If yes, contact name and phone Marion County EMS

3. Will on-site security be provided?

Yes No

If yes, contact name and phone Kaylee Buckman 573-795-0249

C. Severe Weather

1. Weather forecasts and current conditions will be monitored throughout the entirety of the event.

2. Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.

3. During the event – If severe weather occurs during the event, the EAP event representative or his/her designee will make the notification to those attending the event that a hazardous weather condition exists and direct them to shelter.

4. There are limited provisions for sheltering participants in the event of severe weather.

D. Fire

1. Has a specific hazard been identified as an increased risk of fire at this event?

Yes No

If yes, what has been identified? _____

2. Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.

3. Any food vendors will be inspected when appropriate by the fire code and must meet permitting requirements.

4. Should an incident occur that requires the Fire Department, **CALL 911**. The caller should have the following information available to give the 911 dispatcher: Nature of the emergency, location, and contact person with a callback number.

E. Medical Emergencies

1. As with any event, there is a potential for injury to the participants. The types of injuries are various and include those that are heat-related as well as traumatic injuries
2. Are there limited provisions for on-site Emergency Medical Services at this event?
 Yes No
3. Should an incident occur that requires Emergency Medical Services, contact as indicated to this this resource. The caller will have the following information ready: Nature of emergency, precise location and contact person with callback number
 On-site EMS officer or 911 Dispatch

F. Law Enforcement

1. Has a need for constant Law Enforcement presence been identified at this event?
 Yes No
2. Should an incident occur that requires Law Enforcement, contact as indicated below to request this resource. Have the following information ready: Nature of emergency, precise location and contact person with callback number.
 On-site Security or 911 Dispatch for Law Enforcement

G. Emergency Vehicle Access

1. Access to emergency vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
3. Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks, or public thoroughways.
4. Crowd control will be managed by:
 Staff or On-site Security

V. CONTACT INFORMATION

Primary Contact: Kaylee Buckman Cell Phone: 573-795-0209

Secondary Contact: Ashley Veach Cell Phone: 573-795-2559

Dial 911 in case of emergency



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER First State Insurance Agency, Inc. 123 N. 6th Street Hannibal MO 63401	CONTACT NAME: Sharon Beardsley	FAX (A/C, No): (573) 248-1311
	PHONE (A/C, No, Ext): (573) 221-8484	E-MAIL ADDRESS: sbeardsley@fsia.bz
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: West Bend Mutual Insurance Company		15350
INSURED Hannibal Jaycees PO Box 484 Hannibal MO 63401	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 24-25 Master COI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		1403507 13	02/03/2024	02/03/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			1412472 13	02/03/2024	02/03/2025	Aggregate Limit \$1,000,000 Ea Common Cause Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WB1890 01 13 - ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT WITH YOU
WB2000GL 01 18 - PLUS PAK - LIABILITY
CG2026 12 19 - ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
Event: National Tom Sawyer Days - June 30, 2024 to July 7, 2024

CERTIFICATE HOLDER City of Hannibal 320 Broadway Hannibal MO 63401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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10014 11 09 74-RKD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): City of Hannibal 320 Broadway, Hannibal, MO 63401-4406</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II - Who is An Insured** is amended to include as an additional insured any person or organization you are required by a written contract to name as an additional insured.

The written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

- B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. your ongoing operations performed for the insured at the location designated in the written contract; or
 - b. premises owned or used by you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a written contract or written agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principle as a part of the same project.

- D. As respects the coverage provided under this endorsement, Paragraph 4.b. **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other valid and collectible insurance available, procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

West Bend Mutual Insurance Company
West Bend, Wisconsin 53095

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If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage A. and Coverage B. to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

MEMORANDUM

TO: MAYOR LOUDERMAN
CITY COUNCIL MEMBERS

FROM: MELISSA COGDAL
CITY CLERK

DATE: APRIL 11, 2024

SUBJECT: STORMWATER ADVISORY COMMITTEE

Larry Craig with the Stormwater Advisory Committee would like to come speak to Council regarding Proposition S and the failed ballot measure.

MEMORANDUM

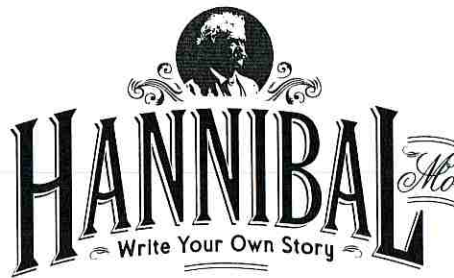
TO: MAYOR LOUDERMAN
CITY COUNCIL MEMBERS

FROM: MELISSA COGDAL
CITY CLERK

DATE: APRIL 11, 2024

SUBJECT: COUNCIL AGENDA ITEM

Council Member McCoy requested to be added to the April 16, 2024 Council agenda for potential Charter change.



MEMORANDUM

TO: MAYOR LOUDERMAN AND CITY COUNCIL MEMBERS
FROM: CITY CLERK, MELISSA COGDAL
DATE: APRIL 11, 2024
SUBJECT: AVENU ENTERPRISE SOLUTIONS, LLC USER AGREEMENT

For your consideration is Resolution No. 2506-24 that will request the Mayor sign and execute a one-year agreement for application hosting and technology support services between the City of Hannibal and Avenu Enterprise Solutions, LLC.

The City of Hannibal is currently under contract with Caselle for the new support software. The new support software is tentatively set to go live July-August of 2024. While the new software is uploaded and during the conversion the city will need to have access to the current system and archived information. We anticipate this being the final agreement with Avenu.

The Clerks office request approval for the Mayor to sign and execute an agreement with Avenu Enterprise Solutions, LLC in the amount of \$30,213.12 effective July 1, 2024 until June 30, 2025.

Should you have questions please contact me directly.

Your support in this process is greatly appreciated.

RESOLUTION NO. 2506-24

A RESOLUTION AUTHORIZING A ONE YEAR AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES BETWEEN THE CITY OF HANNIBAL AND AVENU ENTERPRISE SOLUTIONS, LLC., A DIVISION OF AVENU, IN THE AMOUNTS OF \$30,213.12 FOR THE FISCAL YEAR 2025.

WHEREAS, the City of Hannibal has the need to continue to engage in certain information technology hosting and support services relating to its business operations and,

WHEREAS, the City's current vendor, AVENU Enterprise Solutions, LLC., a division of AVENU has agreed to provide the City with enhanced access to financial modules including Governmental Finance; Payroll; and Business Licenses, and

WHEREAS it is in the City's best interest to continue with our current vendor for an additional year during the transition to the new financial software approved by Council,

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

SECTION ONE: The Mayor is hereby authorized to execute on behalf of the City the agreement for application hosting and technology support services for a one-year period as attached hereto as Exhibit B and incorporated herein by this reference with AVENU Enterprise Solutions, LLC, a division of AVENU.

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

ADOPTED this 16th of April 2024.

APPROVED this 16th of April 2024.

ATTEST:

Barry Louderman, Mayor

Melissa Cogdal, City Clerk

Agreement for Application Hosting and Technology Support Services

Amendment No. 3

Avenu Enterprise Solutions, LLC

City of Hannibal, Missouri

This third amendment (“Amendment No. 3”) is made by and between **Avenu Enterprise Solutions, LLC**, 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 (“Avenu”) and **City of Hannibal**, 320 Broadway, Hannibal, MO 63401 (“Customer”).

RECITALS

WHEREAS, Customer and Avenu executed the Agreement for Application Hosting and Technology Support Services (“Agreement”), effective July 1, 2016 through June 30, 2022; and

WHEREAS, effective July 1, 2022, the Parties executed Amendment No. 1 to extend the Term of the Agreement for a one-year period through June 30, 2023; and

WHEREAS, effective July 1, 2023, the Parties executed Amendment No. 2 to extend the Term of the Agreement for a one-year period through June 30, 2024; and

WHEREAS, the Parties seek to amend the Agreement to extend the Term for an additional one-year period through June 30, 2025.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Avenu and Customer (each individually a “Party” and collectively, the “Parties”) agree as follows:

1. This Amendment No. 3 is effective on July 1, 2024 (“Amendment Effective Date”).
2. Section 2.0 of the Agreement (Term) is amended with the following:

The term of this Agreement (the “Term”) is hereby extended for an additional one-year period, from July 1, 2024 through June 30, 2025, unless earlier terminated or renewed in accordance with the provisions of this Agreement.

3. Exhibit B (Applicable Charges), Section 1.0 (Base Monthly Fee), is amended to add the following to the Payment Schedule:

	Monthly Fee	# of Months	Annual Total
July 1, 2024 – June 30, 2025	\$2,517.76	12	\$30,213.12

4. All other terms and conditions of the Agreement, except as modified by this Amendment No. 3, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and Customer have executed this Amendment No. 3.

Avenu Enterprise Solutions, LLC

City of Hannibal

By: _____

By: _____

Name: James Barkman

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

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

Fax: 573 221-0707



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

FROM: Andrew Dorian

DATE: 4/9/2024

RE: Mark Twain School Temporary Road Closure

Recently, Councilmember Munger and I met with the principal of Mark Twain Elementary School to discuss traffic issues during morning drop-off and afternoon pickup.

To try and alleviate some traffic issues, we would like to request temporary street closures on the North and South side of Hawkins during morning drop-off and afternoon pickup.

The Street Department would supply the school 4 saw horses and the school would be responsible for putting them up and taking them down daily. This is a common practice for schools located in residential areas.

A map is attached which shows the temporary road closure in red.

Untitled Map

Write a description for your map.

Legend

- Believers Church of Hannibal
- Feature 1
- Huck's Transportation
- Mark Twain Elementary School



Minnow Branch

Google Earth

Image © 2024 Airbus

500 ft



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

Date: April 8th, 2024

To: Mayor, City Manager and Council Members

From: Ryan Neisen, Fire Chief

Subject: ARPA First Responder Grant

CC:

In December of 2023, the Hannibal Fire Department applied for a grant through the FY 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Equipment Grant (FREG) to purchase 2 new support vehicles. We were awarded \$82,300 to purchase the 2 support vehicles. As a condition of the award, the city would be required to contribute a cost match up to \$82,300, or 50% of the total approved project cost of \$164,600.

In December, we had a support vehicle unexpectedly need repairs beyond the value of the vehicle and we have another vehicle currently with 147,000 miles. We would like to submit for 2 full size SUVs or pickups.

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

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

April 5, 2024

Mr. Barry Louderman, Mayor
Hannibal, Fire Department
2333 Palmyra Rd.
Hannibal, MO 63401

RE: SFY 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds
(SLFRF) First Responder Equipment Grant (FREG)
Award #SLFRP4542-FREG29

Dear Mr. Louderman:

Thank you for your recent application submission to the SFY 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Equipment Grant (FREG). Your application #165958 has been selected for funding in the amount of \$82,300.00. As a condition of the award, you are required to contribute a cost match in the amount of \$82,300.00, or fifty (50) percent of the total approved project costs of \$164,600.00.

Enclosed is the SFY 2024 ARPA SLFRF FREG Subaward Agreement for Hannibal, Fire Department. The Missouri Department of Public Safety asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office no later than May 5, 2024.

The project period of performance for this award begins February 1, 2024 and ends June 30, 2026.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.332. Hannibal, Fire Department received a total score of four (4), which classifies the agency as a low risk subrecipient of noncompliance with the SFY 2024 ARPA SLFRF FREG.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Maria Robinett at (573) 522-2126 or Maria.Robinett@dps.mo.gov.

Sincerely,

A handwritten signature in black ink that reads "Joni McCarter". The signature is written in a cursive style with a large, stylized initial "J".

Joni McCarter, Program Manager
Missouri Department of Public Safety
Office of Homeland Security

Attachment(s): Subaward Agreement
Articles of Agreement/Special Conditions



Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
 P.O. Box 749, Jefferson City, MO 65101
 Telephone: 573-522-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME Hannibal, Fire Department		DATE 04/05/2024	
ADDRESS 2333 Palmyra Rd.		FEDERAL IDENTIFICATION NUMBER SLFRP4542	OHS CONTROL NUMBER FREG29
CITY Hannibal		STATE MO	ZIP CODE 63401
TOTAL AMOUNT OF THE FEDERAL AWARD \$164,600.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$82,300.00	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$82,300.00		TOTAL APPROVED COST SHARING OR MATCHING \$82,300.00	
PROJECT PERIOD FROM 02/01/2024	PROJECT PERIOD TO 06/30/2026	FEDERAL AWARD DATE 05/10/2021	
PROJECT TITLE SFY24 ARPA FREG - Hannibal, Fire Department		FUNDED BY American Rescue Plan Act	
FEDERAL AWARDOING AGENCY Department of Treasury	PASS THROUGH ENTITY MO Office of Administration/MO Department of Public Safety	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 21.027		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	

CONTACT INFORMATION

OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Maria Robinett		NAME Ryan Neisen, Fire Chief	
E-MAIL ADDRESS Maria.Robinett@dps.mo.gov		ADDRESS (If different from above) 2333 Palmyra Rd.	
TELEPHONE (573) 522-2126		CITY, STATE AND ZIP CODE Hannibal, MO 63401	
PROGRAM MANAGER Joni McCarter		TELEPHONE (573) 221-0657	E-MAIL ADDRESS rneisen@hannibalfire.com

SUMMARY DESCRIPTION OF PROJECT

The American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Equipment Grant (FREG) provides grant funding for first responder agencies located within third class counties to support equipment needs for first responder activities.

AWARDING AGENCY APPROVAL

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Barry Louderman, Mayor	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

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.

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Hannibal, Fire Department
AWARD NUMBER SLFRP4542-FREG29	DATE 04/05/2024
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article I – Missouri Department of Public Safety, Specific

By accepting this award, the subrecipient agrees:

1. All contractual provisions required by the Missouri Office of Administration and Department of Treasury are set forth in the Memorandum of Agreement (MOA) in Appendix I. Subrecipients shall comply and include each of these provisions in any subcontract that subrecipient enters into under this subaward. Except when the subaward provides more restrictive terms, all of the Missouri Office of Administration and Department of Treasury mandated terms will be deemed to control in the event of a conflict with other provisions contained in the subaward. Subrecipients shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Department of Public Safety (DPS) requests that would cause the DPS to be in violation of Appendix I.
2. 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, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
3. 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.
4. For Contractual Services the following general requirements must 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 and contain all applicable Federal contract provisions as found in 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
 - 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 for review or be readily available for review prior to execution of the contract.
5. DPS reserves the right to terminate any contract entered into as a result of this 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

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documents, data, and reports prepared by the subrecipient under the contract shall, at the option of DPS, 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.

6. In the event DPS determines that changes are necessary to the subaward document after a subaward has been made, including changes to the period of performance or terms and conditions, the subrecipient will be notified of the changes in writing. Once the notification has been made, any subsequent request for funds will indicate the subrecipient's acceptance of the changes to the subaward.
7. Prior written approval from DPS is required prior to making any change to the DPS approved budget for this award.
8. To submit Grant Status Reports to DPS 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 within 45 days after the end of the project period.
9. All items that meet the DPS definition of equipment that are purchased with ARPA SLFRF FREG Funds must be tagged "Purchased with U.S. Department of Treasury Funds."
10. Procurement:
The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition.
 - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

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11. Buy American:

The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

12. Buy Missouri:

The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

13. Debarment/Suspension:

The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

14. Unlawful Employment Practices:

The subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

15. Discrimination in Public Accommodations:

The subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

16. Monitoring:

The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

17. 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):

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which

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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. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with Section 43.505 RSMo. 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:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement 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 grant period of performance.

c. Police Use of Force Transparency Act of 2021:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1265 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 590.1265 RSMo for the duration of the grant period of performance.

d. Federal Equitable Sharing Funds:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement 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 traffic offenses to the central repository as required by Section 43.503 RSMo.

f. Data Reporting Requirements:

The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

g. Body Armor:

The subrecipient understands, that body armor purchased with ARPA 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.

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h. 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.

i. 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.

j. Rap Back Program Participation:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement 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.

k. Custodial Interrogations:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement 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.

18. 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.

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19. Emergency Medical Service providers must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Ambulance License:

The subrecipient assures, where the project agency has an ambulance service, its agency is in compliance with Section 190.105 RSMo, by holding a currently valid license from the state of Missouri Department of Health and Senior Services for an ambulance service pursuant to the provisions of Sections 190.001 RSMo to 190.245 RSMo.

b. Emergency Medical Response Agency (EMRA) License:

The subrecipient assures, where the project agency is an emergency medical response agency that provides advanced life support or provides the services of an emergency medical response agency that provides advanced life support, its agency is in compliance with Section 190.133(4) RSMo by holding a license by the state of Missouri Department of Health and Senior Services.

20. 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:

a. 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.

b. 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.

c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).

d. 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.

e. 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.

f. 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.

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).

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21. The subrecipient agency must attend and complete the SFY 2024 ARPA SLFRF FREG Compliance Workshop. No claims will be reimbursed by DPS/OHS until a member of the subrecipient agency has completed the Compliance Workshop.

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APPENDIX I – MEMORANDUM OF AGREEMENT

TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. **Use of Funds: Hannibal, Fire Department** (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on **02/01/2024** and ends on **06/30/2026**. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than **12/31/2024**.

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.¹

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to the Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.²

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee’s obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.³

¹ For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

² For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have access to the subrecipient’s records and financial statements as necessary for the pass-through entity to meet the requirements of this part.”

³ For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury’s implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part’s Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;
- vi. For subrecipients only, Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and
- ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include,

without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the

federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban

text messaging while driving.⁴

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's

⁴ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.⁵

Signature of Grantee's Authorized Representative

Date

Printed Name of Authorized Representative

⁵ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021

*****THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*****

III. This grant to **Hannibal, Fire Department** ("Grantee") constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri ("State") by the U.S. Department of Treasury.

The Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act ("Act"), as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient⁸ and the State is a pass-through entity⁹ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): **Hannibal, Fire Department**
- Subrecipient's unique entity identifier: **ZWVLKFQBANK6**
- Federal Award Identification Number (FAIN): **SLFRP4542**
- Federal Award Date of award to the recipient by the Federal agency: **5/10/2021**
- Subaward Period of Performance Start and End Date: **02/01/2024 – 6/30/2026**
- Subaward Budget Period Start and End Date: **02/01/2024 – 8/15/2026**
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$82,300.00.**
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$82,300.00.**
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$82,300.00.**
- Total Approved Cost Sharing or Matching Funds: 50% Cash (Hard Match) or In-Kind. In kind match can be considered, so long as it is specific to the project. Cost share or match expenditures retroactive to March 2020 are eligible to meet the match requirement. Expenditures must be tied to the project and be reasonable.
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund ("SFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states "to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19]." Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri

⁶ "Subaward" is defined at 2 C.F.R. § 200.1.

⁷ "Federal financial assistance" is defined at 2 C.F.R. § 200.1

⁸ "Subrecipient" is defined at 2 C.F.R. § 200.1.

⁹ "Pass-through entity" is defined at 2 C.F.R. § 200.1.

legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: **Maria Robinett**
 - Phone Number: **(573) 522-2126**
 - Email Address: **Maria.Robinett@dps.mo.gov**
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: **N/A**.
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: **N/A**

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.¹⁰

Signature of Grantee's Authorized Representative

Date

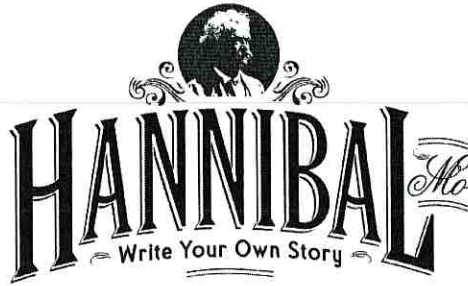
Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹¹

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (see Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–.327. These sections address Grantee's interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. See 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. See 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. See n.12 above, and the authorities there cited.

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* See also 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.



MEMORANDUM

TO: Mayor, Barry Louderman and Members of City Council

CC: Lisa Peck, City Manager

FROM: Trisha O'Cheltree, Director of Conventions & Tourism

DATE: April 16, 2024

REGARDS: MDT Grant Application

MATCHING MARKETING GRANT (MMG) APPLICATION

The Hannibal Convention & Visitors Bureau (HCVB) is requesting approval to submit a grant application to the Missouri Division of Tourism (MDT) through the Promote Missouri Fund (PMF) and, if awarded, allow the Mayor to enter into the grant agreement. In the PMF MMG program, the HCVB is allowed to request up to \$51,309.00 with the CVB matching the grant dollars 50/50 for a total of \$102,618.00. These funds assist with advertising in the leisure travel market.

I request Council approval to submit a grant application and, if approved, allow the Mayor to enter into an agreement with the Missouri Division of Tourism for up to the amount of \$102,618.00.

Hannibal Convention & Visitors Bureau
505 North Third Street
Hannibal, Missouri 63401
573.221.2477
VisitHannibal.com



VisitMo.com

Marketing Matching Grant Application Authorization

The submission of this Marketing Matching Grant application and the attached documents to the Missouri Division of Tourism signifies that the marketing project outlined within has the approval of those individuals named below and that the named individuals have the authority to implement and consent to the necessary expenditures for the completion of the project on behalf of the applicant destination marketing organization.

It is further signified by this submission, that 1) the appropriate staff has read and understands the program requirements as described in the Marketing Matching Grant Program and Reports Guide concerning this request, 2) it is understood that materials included in or provided with the request that do not comply with the reimbursement instructions will not be considered as a part of the reimbursement during the evaluation and review, and 3) the DMO acknowledges that all vendor invoices (including from the agency and from the agency's vendors) must be kept and available at the request of the State of Missouri for the five most recently completed fiscal years. If the documentation is not available upon request, the DMO may be responsible to repay the State of Missouri for those expenses previously reimbursed by the State of Missouri, may have their available grant funding reduced by a commensurate amount, or be deemed ineligible to participate in the Cooperative Marketing Program in the future.

Trisha O'Cheltree, CVB Director

Print Name of Project Director

Barry Louderman, Mayor

Print Name of President/CEO

Trisha O'Cheltree

Signature of Project Director

Signature of President/CEO

Date

Date