

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday, May 20, 2025
Council Chambers
7:00 p.m.**

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

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

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

The instructions to watch the meetings online follow:

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

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES
Regularly Scheduled Council Meeting – May 6, 2025

APPROVAL OF PAYROLL AND CLAIMS
First Half – May 2025

PUBLIC COMMENTS
5 Minutes/ Sign Up Required

TAMMY RILEY– KIWANIS FOUNDATION

**Re: Arts & Crafts Festival – Street Closure
July 4,5,6, 2025 until 7:00 a.m. until 6:00 p.m.**

TAMMY RILEY– BIG RIVER STEAMPUNK FESTIVAL

**Re: Street Closures & Alcohol
August 30 through September 1, 2025, 8:00 a.m. on August 30th until 4:00 p.m. on Sept 1st**

BOBI STEVENSON– HANNIBAL JAYCEES

**Re: National Tom Sawyer Days
Road Closures, Alcohol Sales, and Parade Patrol
June 28th, 2025, until July 6th, 2025**

DARRELL MCCOY – MAYOR

Re: Election of Mayor Pro Tempore

Re: St. Elizabeth’s Hospital Discussion & Removal of the Sectional 106 Assistance

ROBERT KOEHN – 3RD WARD COUNCIL MEMBER

Re: Use of Fireworks Inside City Limits

ANDY DORIAN – INTERIM CITY MANAGER

**Re: Market Street Sidewalk Easements
(Resolution No. 2522-25 to follow, for approval)**

Re: Recommendation of Appointments

Planning & Zoning Commission

Roger McGregor – appointment for a term to expire June 2029

Micheal Dobson – appointment for a term to expire May 2028

JACOB NACKE – HANNIBAL POLICE CHIEF
Re: Local Law Enforcement Block Grant Sub-Award Agreement
(Resolution No. 2554-25 to follow, for approval)

Re: Onsolve – Code Red Service Contract - \$71,250.00
(Resolution No. 2553-25 to follow, for approval)

Re: Bid Approval – Leon Uniform Company - \$18,444.00
Purchase of New Hannibal Police Department Uniforms

ERIC GRAHAM – IT DIRECTOR
Re: New Computer & Monitors for Hannibal Police Department
SHI- \$17,116.88

RESOLUTION NO. 2522-25

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE
RIGHT OF WAY AGREEMENTS AND WAIVER OF APPRAISAL
AND DONATION LETTERS FOR MULTIPLE PERMANENT AND
TEMPORARY EASEMENTS FOR THE MARKET STREET TAP
GRANT SIDEWALK PROJECT.**

RESOLUTION NO. 2553-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL
AND ONSOLVE FOR A THREE YEAR SERVICE CONTRACT FOR
THE CODE RED ALERT SYSTEM.**

RESOLUTION NO. 2554-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
SUBAWARD AGREEMENT BETWEEN THE CITY OF HANNIBAL
AND THE MISSOURI DEPARTMENT OF PUBLIC SAFETY FOR
THE LOCAL LAW ENFORCEMENT BLOCK GRANT.**

CLOSED SESSION

In Accordance with RSMo 610.021 (1)

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: January 1, 2025 Date you wish to be placed on Agenda: May 6, 2025
Your Organization: Kiwanis Foundation Special Event: Arts + Crafts Festival
Date(s) of Event: July 4, 5, 6, 2025 Requested Times (from-to): 7:00 am - 6:00 pm
Description of Activity: Annual arts and crafts festival with vendors set up in Central Park and food vendors on 4th Street between Broadway and Center Streets. Festival will run 4 days including set up
Primary Contact Person(s): Tammy Riley Cell Phone: 573-822-4089
Work Phone: 573-822-4089 E-mail: tlrping@yahoo.com
Assistance Needed (location, etc.): Field use of Central Park. Closure of 4th Street between Broadway and Center Streets.

DEPARTMENTAL COMMENTS (office Use)

Police: No issues with event, but requesting additional space be left open @ Broadway Dept. Cost: 0

& 4th St. so that Emergency Vehicles could pull in for emergency response if needed. -Chief Nacke

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

-Chief Neisen

BPW: We have no concerns as the application is followed. Dept. Cost: 0

-D. Gordon

Building Inspector: No Comments or Concerns.

Dept. Cost: 0

-B.I. 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

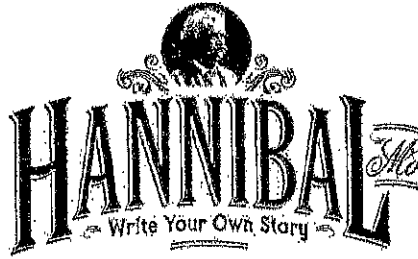
-T. O'Cheltree

Administration: Insurance is on file with the Clerk's Office.

Dept. Cost: 0

-Clerk's Office

STAFF RECOMMENDS:



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.

Kimmy Riley
By
Arts + Crafts Chairperson January 1, 2025
Title Date
Kiwanis Foundation of
Hannibal

This checklist is for your planning & to help us better understand the needs for your event. Please check all activities that apply.

ACTIVITY	PROCESS
<input checked="" 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 type="checkbox"/> Alcohol N/A	<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 N/A	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	<p>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.</p> <p>Meter Fee and prepayment of usage is required. Any overpayment will be refunded.</p>

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



CITY OF HANNIBAL

Special Event Safety Plan

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

I.

GENERAL

Event Name Arts & Crafts Festival
Kuwanis Foundation of Hannibal Date of Event July 4, 5, 6, 2025
Location/Address/Facility Name Center Park at 4th Street between
Broadway and Center Streets
Expected Number of Attendees: 5-10,000

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: Tammy Riley - Chairperson
Cell Phone: 573-822-4089

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 N/A

3. Will on-site security be provided?

☒ Yes ☐ No

If yes, contact name and phone Tammy Riley 573-822-4089

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? N/A

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: Tammy Biley

Cell Phone: 513-822-4089

Secondary Contact: Mark Neil

Cell Phone: 513-822-9470

Dial 911 in case of emergency



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2025

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 Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 E-MAIL: kiwaniscert@hylant.com ADDRESS: kiwaniscert@hylant.com
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1261894642 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 CERTIFICATION 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	ADOL SUBR INSD 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 <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	013136005	11/1/2024	11/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 Liquor Liability \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		013136005	11/1/2024	11/1/2025	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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				
A	Self-Insured Retention		013136005	11/1/2024	11/1/2025	All Claims \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
July 1, 2025- July 7th, 2025, or any future date(s) during the policy term.
Samuel L. Clemens Arts and Crafts & More Festival
Located @ Central Park, 4th and Broadway, Hannibal, MO 63401
Kiwanis Club of Hannibal Foundation

CERTIFICATE HOLDER

CANCELLATION

City of Hannibal, Missouri
Attn: Britta
320 Broadway
Hannibal MO 63401

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

Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Hannibal, Missouri
Attn: Britta
320 Broadway
Hannibal, MO 63401

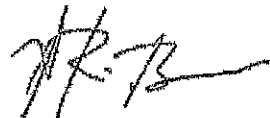
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- 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 shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative



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: 04/20/2025 Date you wish to be placed on Agenda: May 6, 2025
Your Organization: Big River SteamPunk Festival Special Event: Festival
Date(s) of Event: Aug 30, 25 - Sept 1, 25 Requested Times (from-to): 8am on 30th - 4pm on 1st
Description of Activity: SteamPunk Festival
REQUESTING TO SELL ALCOHOL

Primary Contact Person(s): Tammy Riley Cell Phone: 673-822-4089
Work Phone: Same E-mail: steamPunkbig river@yahoo.com

Assistance Needed (location, etc.): Street closure from North St to Broadway
half way down side streets of hill, center + bird.

Street Closures of south main from side entrance
of theater to flood wall on Warren Bartlett and
half way up Church Street

DEPARTMENTAL COMMENTS (office Use)

Police: The event coordinator will need to meet with the Police Chief in late August to Dept. Cost: 0

discuss road barricades / Security measures. -Chief Nacke

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

-Chief Neisen

BPW: The HBPW has no issues. Dept. Cost: 0

-D. Gordon

Building Inspector: No comments or concerns from the building inspector's. **Dept. Cost:** 0

-Building Inspector's Office

Parks: Same issue as last year, the event organizer must have the liquor policy **Dept. Cost:** 0

for their insurance. Must match exactly what they ended up providing last year. -A. Dorian

Questions: 1. Are they using any other facilities? No, just using North Main, South Main, Tanyard Gardens & The Depot

Streets: **Dept. Cost:** 0

2. Are they selling alcohol? 3. Are they not doing a parade this year? Yes, they are having a parade
Yes, they will be having the Alcohol sold by the VFW, which will carry their license. but, they will not be crossing Broadway with the parade.

-A. Dorian

Tourism: **Dept. Cost:** 0

I would ask/suggest that any vendors not be placed in front of businesses that would be in direct competition with them. Will the owners of the properties on South Main be able to access their property during the event if needed? Ex: The Depot and Jaycees. Events associated with Steampunk may be happening at those locations - idk but again ask, suggest those conversations happen before council meeting. Just an FYI- We are scheduled for the Melody to be docked here from 8AM - 10PM and the Viking docked from 10:30am - 4:30pm on Aug 31st.

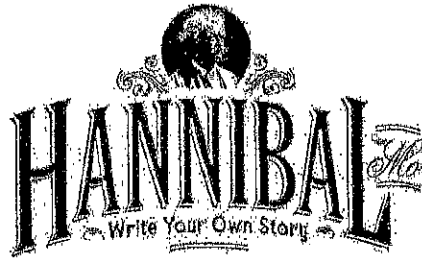
-T. O'Cheltree

Administration: Please review all comments before approval and approve pending **Dept. Cost:** 0

appropriate insurance is provided to us.

-Clerk's Office

STAFF RECOMMENDS:



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.
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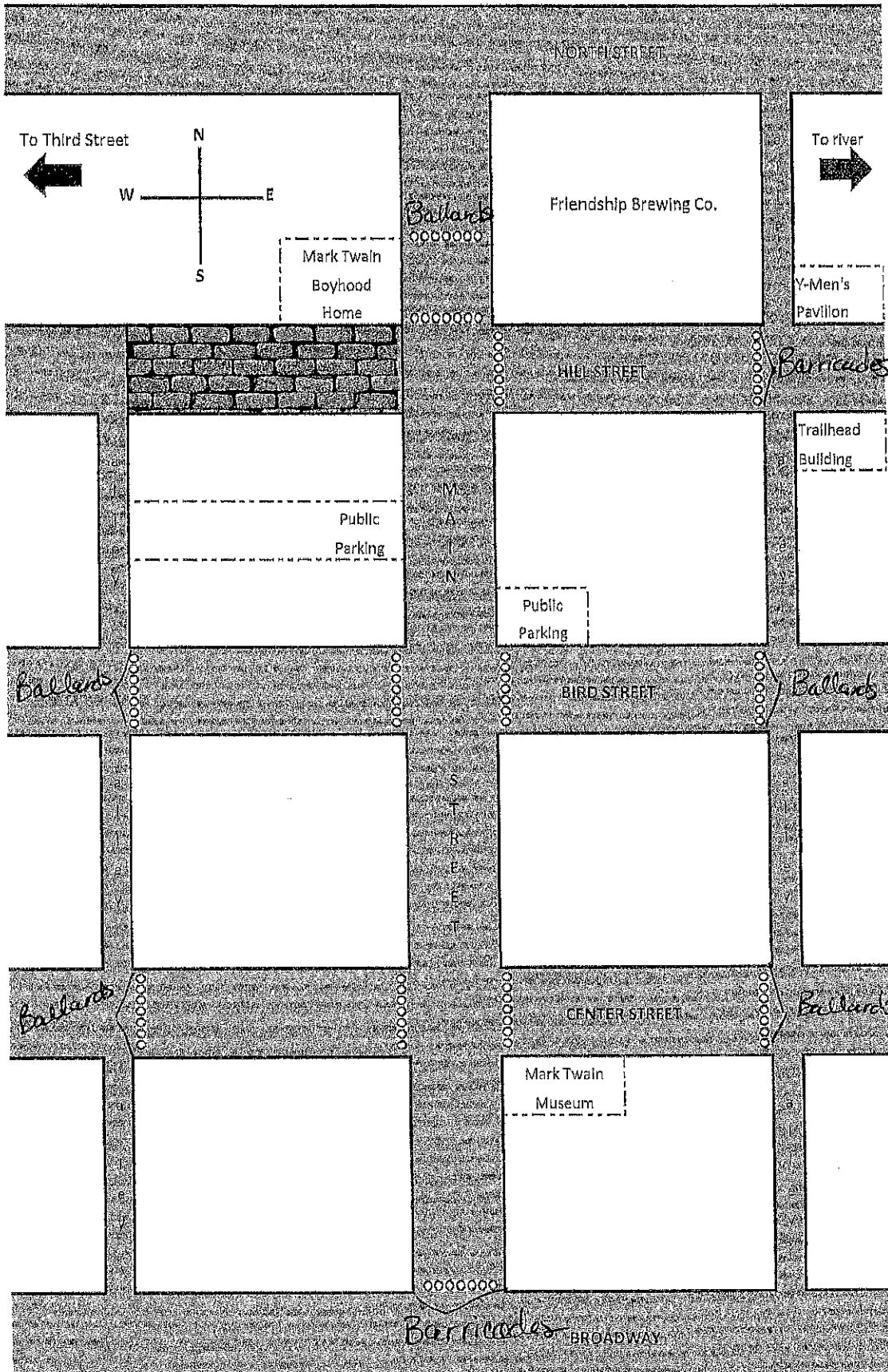
Tommy Riley
By
Owner - BRSF

Title

04/20/2025

Date

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.



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name Big River Steampunk Festival Date of Event Aug 30, 25 - Sept 1, 25
Location/Address/Facility Name North and South Main Streets
Side Streets of Hill, Center, Bird + Church
Expected Number of Attendees: Unknown

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: Tammy Riley

Cell Phone: 573-822-4089

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-site EMS be provided?

☒ Yes ☐ No

If yes, contact name and phone

Kari Garrett 573-221-5510

3. Will on-site security be provided?

☒ Yes ☐ No

If yes, contact name and phone

Tammy Riley 573-822-4089

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?

N/A

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 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: Tammy Riley

Cell Phone: 573-822-4089

Secondary Contact: _____

Cell Phone: _____

Dial 911 in case of emergency



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: 05/07/25 Date you wish to be placed on Agenda: 05/20/25

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

Date(s) of Event: 06/28/25 - 07/06/25 Requested Times (from-to): see attached

Description of Activity: Carnival, Parade, Fence Painting

Primary Contact Person(s): Bobi Stevens Cell Phone: 573-795-5299

Work Phone: — E-mail: bobi.stevens62301@gmail.com

Assistance Needed (location, etc.): barricades + police at parade

DEPARTMENTAL COMMENTS (office Use)

Police: We have concerns about the duration of the Broadway closure, 7-1 would Dept. Cost: 0

strain manpower & be disruptive to citizens. If we can come up with a compromise then we would have no issue.

We also want to make sure any road that is closed for the carnival has concrete barriers placed, which has been the practice in years past. -Chief Nacke

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

-Chief Neisen

BPW: HBPW has no issues - per the application. Dept. Cost: 0

-D. Gordon

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

-B. Insp. 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: Approval upon receipt of Certificate of Insurance. **Dept. Cost:** 0

-Clerk's Office

STAFF RECOMMENDS:



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 statutory 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.

Jeffrey A. Vach
By

NTSD Sponsor Co chair

Title

5/7/25

Date

This checklist is for your planning & to help us better understand the needs for your event. Please check all activities that apply.

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	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 checked="" 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	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. The pedestals located along Main St. are not for vendor use and will not be energized during events. 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. For electric utility service at the Riverfront or other park locations, the organizer should contact Parks and Rec at 573-221-0111. Meter Fee and prepayment of usage is required. Any overpayment will be refunded.
<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



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 06/28/25 - 07/04/25

Location/Address/Facility Name Downtown Hannibal / Tanyard Gardens

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: Bob Stevens

Cell Phone: 573-795-5299

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 _____

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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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.
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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?
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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?
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4. Crowd control will be managed by:
☒ Staff or ☐ On-site Security

V. CONTACT INFORMATION

Primary Contact: Bobi Stevens Cell Phone: 573-795-5299
Secondary Contact: Ashley Veach Cell Phone: 573-795-2559

Dial 911 in case of emergency

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 70th annual National Tom Sawyer Days. We appreciate the cities continued support for this event and thank you for your approval.

- Closure for 06/28/25 to 07/06/25. 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 as needed. We are also requesting to close Church St from 3rd St. to S. Main and Lyon from the viaduct to S. Main. We will leave the alleys open for residents and emergencies.
- Parade Closure. Close Broadway from 7am to 1pm 07/04/25. Including both sides of Maple St. and 10th St. for line ups.
- Fence Painting Closure. Close N Main St. at Hill St. 07/05/25 and 07/06/25 from 11am to 5pm. Request barricades to close road and not bollards. Jaycees can set barricades.

Thank you,
Ashley Veach

2025 National Tom Sawyer Days
Co Chairmen

Kylie Dooley
Ashley Veach
Bobi Stevens

kyliejustice77@gmail.com
Ashley.veach@genmills.com
bobi.mathews63401@gmail.com

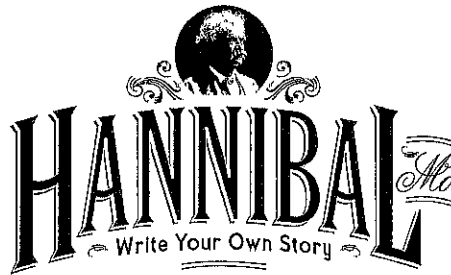
573-406-8583
573-795-2559
573-795-5299



Hannibal Chapter

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

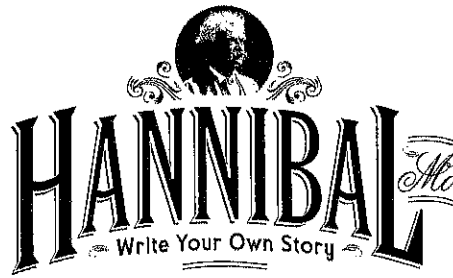
Office of the Mayor



Darrell McCoy

Please place the election of a Mayor Pro Tempore on the May 20th Council Agenda.

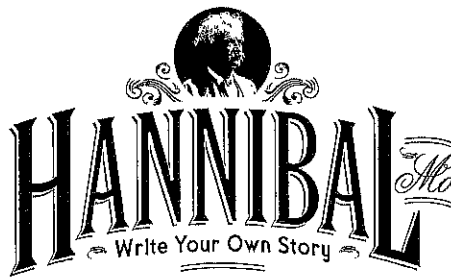
Office of the Mayor



Darrell McCoy

Please place the discussion of St. Elizabeths Hospital and terminating the 106 process.

Office of the 3rd Ward Council



Bob Kaehn

Please place the use of fireworks inside City limits for discussion on the May 20th agenda.

BILL NO. 24-019

ORDINANCE NO. XXXX

**FIRST READING 08.06.2024
NO 1st READING GIVEN**

SECOND READING XX.XX.XXXX

**AN ORDINANCE REVISING CHAPTER 12, ARTICLE I. - IN GENERAL,
BY AMENDING SEC 12-1.-SALE AND USE OF FIREWORKS**

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

Section 1. WHEREAS, The City of Hannibal previously passed section 12-1 of the Ordinances of the City of Hannibal, which said ordinance prohibits the discharge of fireworks in the City limits of Hannibal

AND WHEREAS, further, while the practice of the City of Hannibal has been that appeals of the decisions of the HDDC are appealed to the Planning and Zoning Commission, but that such appeals process was not specifically set out in the ordinances, and for clarity and fairness it is necessary to set out the specific procedures for such appeal;

NOW THEREFORE, the City Council hereby revises Chapter 32 Article XI as follows:

Section 2. Section 12-1 of the Ordinances of the City of Hannibal is hereby revoked and a new Section 12-1 is hereby enacted as follows:

Sec. 12-1. - Sale and use of fireworks.

(a) No person shall sell, offer for sale, use or discharge any firecrackers or fireworks, including but not limited to toy pistols, cannons or canes in which explosives are used, or any type of balloon which requires fire underneath to cause the same to rise. However, this section shall not apply the following situations:

- (1) The necessary discharge of flares or torpedoes for signal purposes in connection with railroads or other means of transportation.
- (2) The use of blank cartridges, firearms or species of fireworks in connection with theatrical exhibitions.
- (3) The activities of any military organization or organization of veterans.
- (4) The use or activities of any department or division of the city approved by the official head of the department or division.

- (5) Any pyrotechnic display given by a civic organization or group or under the supervision or authority thereof, or by an amusement park. Any such display must be licensed as provided herein.
- (6) Fireworks discharged on private property between the hours of 8:00 A.M. and 10:00 P.M. on July 3, July 4, or July 5
- (b) Permits for the use of fireworks in connection with pyrotechnic displays shall be issued by the chief of the fire department upon written application when he is satisfied that the applicant is a responsible civic group or association, or the responsible management of an amusement park, that the conditions and use of fireworks will not involve undue or unusual danger to person or property, and that proper standards concerning the use of the fireworks will be employed.

(Code 1963, § 301.240; Code 1988, § 12-1; Ord. No. 3296, § 2, 1-4-1983; Ord. No. 4285, § 1, 4-20-2004)

State Law reference—Fireworks, RSMo 320.106 et seq.; authority for local regulation of fireworks, RSMo 320.121.

Section 2 All ordinances and parts of ordinances in conflict with this ordinance, in so far as they conflict, are hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval.

Adopted this XX day of XXXXXX, 2024.

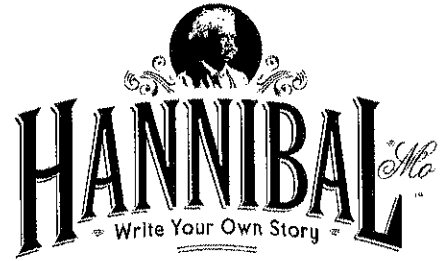
Approved this XX day of XXXXXX, 2024.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

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



TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 5/7/2025

RE: Market Street Sidewalk Easements

As part of the upcoming Market Street Sidewalk Project (TAP Grant Funded) the City needed to acquire some permanent and temporary easements.

Klinger & Associates completed all the required surveys and easement maps and James Lemon and I drafted the easement documents. Staff then met with the impacted property owners to get the donation of those easements.

The following easements are with:

- Hannibal School District, 1803-07 Market
- St. John's Evangelical Lutheran Church, 1321-25 Lyon Street
- Mark and Cara Fitzpatrick, 1611-15 Market and 1639 Market

The Department of Public Works recommends the Council authorize the Mayor to sign the Donation Letter and Waiver of Appraisal as well as the Right of Way Agreements.

RESOLUTION NO. 2522-25

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE RIGHT OF WAY AGREEMENTS AND WAIVER OF APPRAISAL AND DONATION LETTERS FOR MULTIPLE PERMANENT AND TEMPORARY EASEMENTS FOR THE MARKET STREET TAP GRANT SIDEWALK PROJECT.

WHEREAS, as part of the Market Street Tap Grant Sidewalk project the City is needing to obtain multiple permanent and temporary easements, and

WHEREAS, staff has met with all impacted property owners and obtained approval of donation and document signatures for those easements, and

WHEREAS, the impacted property owners are Mark & Cara Fitzpatrick, St. John's Lutheran Church and Hannibal School District, and

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL MISSOURI

SECTION ONE: That the Mayor is hereby authorized to execute the attached Waiver of Appraisal and Donation Letters and Right of Way Agreements for the Market Street Tap Grant Sidewalk Project.

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

ADOPTED THIS 20th DAY OF MAY, 2025

APPROVED THIS 20th DAY OF MAY, 2025

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

RIGHT OF WAY

St. John's Evangelical Lutheran Church of Hannibal, Missouri, "GRANTOR"a Missouri Nonprofit Corporation, hereinafter referred to as First Parties, and

The City of Hannibal, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as the City, GRANTEE .

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, said First Parties do hereby grant unto the City, its successors and assigns, a Permanent Right of Way and Easement for ingress, egress, control of stormwater, access and utilities across the following described property:

A part of Lots 2, 3 and 4 in Block 3 of Stouts Addition to the City of Hannibal, Marion County, Missouri described as follows:

Beginning at the northeast corner of said Lot 3, said corner being a point on the south line of Green Street as shown on the Plat of Stouts Addition as recorded in Town Plat Book A at Page 20 in the Marion County Recorder's Office; thence South 88 degrees 58 minutes 14 seconds East on the south line of Green Street 25.09 feet; thence South 01 degree 19 minutes 02 seconds West parallel with the east line of said Lot 3 a distance of 15.28 feet to a point on the southwesterly line of Lyon Street as now occupied; thence South 81 degrees 13 minutes 20 seconds West 94.05 feet to a point on the east line of a tract of land described in a deed recorded as Document Number 2021R003613; thence North 01 degree 19 minutes 02 seconds East on said east line and on the east line extended of said tract 31.30 feet to a point on the south line of Green Street; thence South 88 degrees 58 minutes 14 seconds East on said south line 67.50 feet to the point of beginning, containing 2157 square feet of which 1503 square feet is in existing public road right of way.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Additional Legal Descriptions on Page 2

First parties further agree that during the initial construction period, they further grant to the City a temporary Construction Easement over the following described property:

A part of Lots 2, 3 and 4 in Block 3 of Stouts Addition to the City of Hannibal, Marion County, Missouri described as follows:

Commencing at the northeast corner of said Lot 3, said corner being a point on the south line of Green Street as shown on the Plat of Stouts Addition as recorded in Town Plat Book A at Page 20 in the Marion County Recorder's Office; thence South 88 degrees 58 minutes 14 seconds East on the south line of Green Street 25.09 feet; thence South 01 degree 19 minutes 02 seconds West parallel with the east line of said Lot 3 a distance of 15.28 feet to a point on the southwesterly line of Lyon Street as now occupied and the point of beginning; thence South 79 degrees 56 minutes 22 seconds East on said southwesterly line of Lyon Street 5.00 feet; thence South 73 degrees 02 minutes 56 seconds West 102.71 feet to a point on the east line of a tract of land described in a deed recorded as Document Number 2021R003613; thence North 01 degree 19 minutes 02 seconds East on said east line 16.47 feet; thence North 81 degrees 13 minutes 20 seconds East 94.05 feet to the point of beginning, containing 879 square feet.

The said Temporary easement being also shown by the plat hereto attached and made a part hereof.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Grantors grant to the City a permanent right of way and easement for ingress, egress, control of stormwater, access and utilities, over the above described property.
2. The City shall have the right to maintain said right of way in such manner as they deem appropriate and necessary, and to install and/or repair such structures as they deem necessary for utilities, control of stormwater, sidewalks and roadway purposes. Grantors herein grant to City such rights of access over their adjoining property as the City may deem necessary to access the right of way for purposes of construction and maintenance of the said structures.
3. Grantors agree that they shall not place any structure, sign or any other improvement, permanent or temporary within the confines of the right of way area conveyed. In the event that this provision shall be violated, the City shall be entitled to remove such improvement, with costs to Grantor, their successors or assigns. In the event that any such improvements should be damaged during the removal, Grantors shall bear the cost of such damage and indemnify and hold the City harmless from any claims arising from such damage.
4. These easements and covenants herein stated shall run with the land to the maximum extent possible shall such easement shall not be considered abandoned unless formally abandoned by the City in the manner provided under Missouri Law.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its PRESIDENT, and attested by ~~its~~ RHONDA STEVENSON the day and year first above written.

St. John's Evangelical Lutheran Church of Hannibal, Missouri

By Charles Paschal

Attest: Rhonda Stevenson

STATE OF MISSOURI

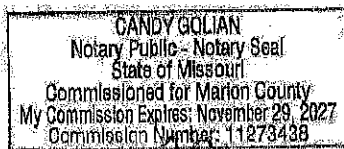
COUNTY OF Marion

)
) ss.
)

On this 14TH day of MAY, 20 25, before me personally appeared Charles Paschal, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Charles Paschal acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)



Candy Golian
Notary Public

My term expires the 29 day of November, 20 27.

Darrell McCoy, Mayor

Page 4 of 4

RIGHT OF WAY

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The City of Hannibal, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as the City, GRANTEE .

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, said First Parties do hereby grant unto the City, its successors and assigns, a Permanent Right of Way and Easement for ingress, egress, control of stormwater, access and utilities across the following described property:

A part of Lots 2, 3 and 4 in Block 3 of Stouts Addition to the City of Hannibal, Marion County, Missouri described as follows:

Beginning at the northeast corner of said Lot 3, said corner being a point on the south line of Green Street as shown on the Plat of Stouts Addition as recorded in Town Plat Book A at Page 20 in the Marion County Recorder's Office; thence South 88 degrees 58 minutes 14 seconds East on the south line of Green Street 25.09 feet; thence South 01 degree 19 minutes 02 seconds West parallel with the east line of said Lot 3 a distance of 15.28 feet to a point on the southwesterly line of Lyon Street as now occupied; thence South 81 degrees 13 minutes 20 seconds West 94.05 feet to a point on the east line of a tract of land described in a deed recorded as Document Number 2021R003613; thence North 01 degree 19 minutes 02 seconds East on said east line and on the east line extended of said tract 31.30 feet to a point on the south line of Green Street; thence South 88 degrees 58 minutes 14 seconds East on said south line 67.50 feet to the point of beginning, containing 2157 square feet of which 1503 square feet is in existing public road right of way.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Additional Legal Descriptions on Page 2

First parties further agree that during the initial construction period, they further grant to the City a temporary Construction Easement over the following described property:

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The said Temporary easement being also shown by the plat hereto attached and made a part hereof.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Grantors grant to the City a permanent right of way and easement for ingress, egress, control of stormwater, access and utilities, over the above described property.
2. The City shall have the right to maintain said right of way in such manner as they deem appropriate and necessary, and to install and/or repair such structures as they deem necessary for utilities, control of stormwater, sidewalks and roadway purposes. Grantors herein grant to City such rights of access over their adjoining property as the City may deem necessary to access the right of way for purposes of construction and maintenance of the said structures.
3. Grantors agree that they shall not place any structure, sign or any other improvement, permanent or temporary within the confines of the right of way area conveyed. In the event that this provision shall be violated, the City shall be entitled to remove such improvement, with costs to Grantor, their successors or assigns. In the event that any such improvements should be damaged during the removal, Grantors shall bear the cost of such damage and indemnify and hold the City harmless from any claims arising from such damage.
4. These easements and covenants herein stated shall run with the land to the maximum extent possible shall such easement shall not be considered abandoned unless formally abandoned by the City in the manner provided under Missouri Law.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its PRESIDENT, and attested by ~~its~~ RHONDA STEVENSON the day and year first above written.

St. John's Evangelical Lutheran Church of Hannibal, Missouri

By Charles Paschal

Attest: Rhonda Stevenson

STATE OF MISSOURI

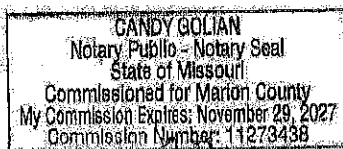
COUNTY OF Marion

)
) ss.
)

On this 14TH day of MAY, 20 25, before me personally appeared Charles Paschal, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Charles Paschal acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)



Candy Golian
Notary Public

My term expires the 29 day of November, 20 27.

Darrell McCoy, Mayor

Page 4 of 4

RIGHT OF WAY

St. John's Evangelical Lutheran Church of Hannibal, Missouri, "GRANTOR"a Missouri Nonprofit Corporation, hereinafter referred to as First Parties, and

The City of Hannibal, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as the City, GRANTEE .

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, said First Parties do hereby grant unto the City, its successors and assigns, a Permanent Right of Way and Easement for ingress, egress, control of stormwater, access and utilities across the following described property:

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St. John's Evangelical Lutheran Church of Hannibal, Missouri

By Charles W. Paschal

Attest: Rhonda Stevenson

STATE OF MISSOURI

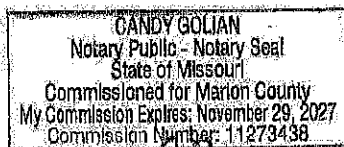
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(SEAL)



Candy Golian
Notary Public

My term expires the 29 day of November, 20 27.

Darrell McCoy, Mayor

DONATION LETTER & WAIVER OF APPRAISAL

Re: Easement
Project No. TAP- 2804304
Market Street Sidewalk Project

St. John's Evangelical Lutheran Church of Hannibal, Missouri
1321-25 Lyon Street
Hannibal, MO 63401

Dear St. John's Evangelical Lutheran Church of Hannibal, Missouri:

The City of Hannibal is pleased to inform you of a sidewalk improvement planned for your area. Engineering drawings which described the proposed project are attached.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the property rights needed from your property. We have enclosed a brochure, *Pathways for Progress*, for your review. This will explain the process which must be followed to acquire right of way.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate 654 SQ Feet of your land as a permanent easement to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us. To comply with regulations, we will also need your signature later on a formal agreement, or deed.

We look forward to the continuation of our sidewalk improvement program and are grateful for the opportunity to serve you.

Respectfully,

City of Hannibal

Mayor

City Clerk

ACCEPTED BY PROPERTY OWNER

Charles H. Pouchard

Owner(s) Signature

5-14-25

(Date)

Provide copy for Owner and retain signed copy for Agency file.

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City of Hannibal

Mayor

City Clerk

ACCEPTED BY PROPERTY OWNER

Charles W. Boush
Owner(s) Signature

5-14-25
(Date)

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City of Hannibal

Mayor

City Clerk

ACCEPTED BY PROPERTY OWNER



Owner(s) Signature

(Date)

5-14-25

Provide copy for Owner and retain signed copy for Agency file.

Office of the City Manager



Andy Dorian

Please place the following nominations for re-appointment to the Planning and Zoning Commission

Roger McGregor for a term to expire 6/2029

Mike Dobson for a unexpired term to expire 5/2028



Hannibal Police Department

Jacob Nacke, Chief of Police

777 Broadway, P O Box 793

Hannibal, MO 63401

Chief's Office (573) 221-7111

Police Department (573) 221-0987

Department Fax (573) 221-3966

Confidential Fax (573) 406-1535

E-mail chief@hannibalpd.com

05/14/2025

Dear Mayor McCoy and Members of Council,

In October 2024 I was able to apply for the Local Law Enforcement Block Grant (LLEBG) funded by the US Department of Justice and administered by the Missouri Department of Public Safety. The grant gives annual awards of up to \$10,000 at no cost to recipients for equipment used to combat crime and increase officer safety. We were able to apply for the grant and were awarded \$9,366.90 for the purchase of new ballistic helmets. Ballistic helmets are used by our Special Response Team and protect them when on calls that are high risk in nature. The current helmets were purchased in 2009 and are heavy which causes fatigue on the officer. The new helmets are lighter and provide a high level of protection to the officer. The old helmets will be repurposed to the patrol division for our patrol units for active shooter, or high threat response.

I am requesting the Council give the Mayor the authority to execute the sub-award agreement on grant. Once executed I will come before the council later for purchase approval.

Respectfully,

Jacob Nacke
Chief of Police

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

RESOLUTION NO. 2554-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBAWARD
AGREEMENT BETWEEN THE CITY OF HANNIBAL AND THE MISSOURI
DEPARTMENT OF PUBLIC SAFETY FOR THE LOCAL LAW
ENFORCEMENT BLOCK GRANT.**

WHEREAS, the Hannibal Police Department has applied and been awarded funds pursuant to the Local Law Enforcement Block Grant, and

WHEREAS, The local law enforcement block grant provides funding to local governments for law enforcement equipment, and

WHEREAS, The Hannibal Police Department requested funding to purchase new ballistic helmets which will increase officer safety,

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

SECTION ONE: That the Mayor is hereby authorized to execute the attached subaward agreement between the City of Hannibal and the Missouri Department of Public Safety for the Local Law Enforcement Block Grant.

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

ADOPTED THIS 20th DAY OF MAY, 2025

APPROVED THIS 20th DAY OF MAY, 2025

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

MIKE KEHOE
Governor

MARK S. JAMES
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

May 1, 2025

Barry Louderman, Mayor
Hannibal, Police Department
777 Broadway
Hannibal MO, 63401

RE: FY 2024 Local Law Enforcement Block Grant (LLEBG), Application # 36168

Dear Mayor Louderman:

The Missouri Department of Public Safety is pleased to inform you that your agency has been awarded \$9,366.90 for the application submitted for the FY 2024 LLEBG. Please review the budget section of your application for details on which requested items have been awarded.

Please find attached the Subaward Agreement, with Articles of Agreement. Review and sign the Subaward Agreement and initial each page of the Articles of Agreement. **By signing the Subaward Agreement and initialing each page of the Articles of Agreement** you are certifying your acceptance of the subaward conditions. The signed documents may be submitted through the "Correspondence" component in WebGrants.

A scanned copy of the signed Subaward Agreement will be provided for your records via the "Subaward Documents - Final" component of the grant within WebGrants.

If you have experienced a change in personnel affecting the names listed on the *Subaward Agreement*, please notify the Grant Specialist on your subaward document so replacement documents can be forwarded for signature. **Do not** cross out the names printed or have alternative individuals sign in place of the identified person(s).

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.331. Hannibal, Police Department received a total score of 2, which classifies the agency as a Low risk.

An email will be sent with the **mandatory** Compliance Workshop training information. Your subaward will not be marked "Underway" in the WebGrants System until the Compliance Workshop has been completed.

We look forward to working with you on this subaward. Should you have any questions or need additional information, do not hesitate to contact Becky Block at (573) 522-3455 or Rebecca.Block@dps.mo.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Joni McCarter".

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



Missouri Department of Public Safety
Criminal Justice/Law Enforcement Unit
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-1928 Fax: 573-751-5399

SUBAWARD AGREEMENT

SUBRECIPIENT NAME Hannibal, Police Department		DATE 05/01/2025	
ADDRESS 777 Broadway		FEDERAL IDENTIFICATION NUMBER 15PBJA-24-GG-04250-MUMU	CONTROL NUMBER 29
CITY Hannibal	STATE MO	ZIP CODE 63401	
TOTAL AMOUNT OF THE FEDERAL AWARD \$9,366.90		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$9,366.90	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$9,366.90		TOTAL APPROVED COST SHARING OR MATCHING \$ 0.00	
PROJECT PERIOD FROM 05/01/2025	PROJECT PERIOD TO 04/30/2026	FEDERAL AWARD DATE 11/04/2024	
PROJECT TITLE FY 2024 Local Law Enforcement Block Grant - Hannibal, Police Department		FUNDED BY 2023 Edward Byrne Memorial Justice Assistance Grant LLEBG	
FEDERAL AWARDOING AGENCY U.S Department of Justice	PASS THROUGH ENTITY Missouri 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 16.738		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	
CONTACT INFORMATION			
DPS GRANT CONTACT		SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Block		NAME Jacob Nacke, Chief of Police	
E-MAIL ADDRESS Rebecca.Block@dps.mo.gov		ADDRESS (If different from above) 777 Broadway	
TELEPHONE (573) 522-3455		CITY, STATE AND ZIP CODE Hannibal MO, 63401	
PROGRAM MANAGER Joni McCarter		TELEPHONE 573-221-0987	E-MAIL ADDRESS jnacke@hannibalpd.com
SUMMARY DESCRIPTION OF PROJECT The Local Law Enforcement Block Grant (LLEBG) Program provides funding to units of local government for law enforcement equipment. The purpose of the equipment provided is to combat violent crime through information sharing, and to increase officer safety.			
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Mark S. James, Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Darrell McCoy, 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 FY 2024 LLEBG	SUBRECIPIENT Hannibal, Police Department
AWARD NUMBER 15PBJA-24-GG-04250-MUMU-29	DATE 05/01/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

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Article I	Prohibited and Controlled Equipment
Article II	Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54
Article III	Compliance with 41 U.S.C. 4712 (including prohibition on reprisal; notice to employees)
Article IV	Applicability of Part 200 Uniform Requirements
Article V	Rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
Article VI	DOJ Grants Financial Guide
Article VII	General appropriations-law restrictions on the use of federal funds (FY2002)
Article VIII	Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38
Article IX	Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42
Article X	Employment eligibility verification
Article XI	OJP Training Guiding Principles
Article XII	Interaction with participating minors
Article XIII	Restrictions and certifications regarding non-disclosure agreements and related matters
Article XIV	Reclassification of various statutory provisions to a new Title 34 of the United States Code
Article XV	Requirement to report actual or imminent breach of personally identifiable information (PII)
Article XVI	Encouragement of policies to ban text messaging while driving
Article XVII	All subawards must have specific federal authorization
Article XVIII	Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
Article XIX	Reporting potential fraud, waste, and abuse, and similar misconduct
Article XX	Requirements related to System for Award Management and Universal Identifier Requirements
Article XXI	Restrictions on “lobbying”
Article XXII	Avoidance of duplication of networks
Article XXIII	UAS UAV
Article XXIV	Compliance with 28 C.F.R. Part 23
Article XXV	Confidentiality of data
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Article XXVII	Compliance with National Environmental Policy Act and related statutes
Article XXVIII	Establishment of trust fund
Article XXIX	Prohibition on use of subaward funds for match under BVP
Article XXX	Exceptions regarding Prohibited and Controlled Equipment under OJP awards
Article XXXI	Expenditures prohibited without waiver
Article XXXII	Required data on law enforcement agency training

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2024 LLEBG	SUBRECIPIENT Hannibal, Police Department
AWARD NUMBER 15PBJA-24-GG-04250-MUMU-29	DATE 05/01/2025

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

Article XXXIII	Governing Directives
Article XXXIV	Compliance Training
Article XXXV	Change in Personnel
Article XXXVI	Subaward Adjustments
Article XXXVII	Monitoring
Article XXXVIII	Employment of Unauthorized Aliens
Article XXXIX	Relationship
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Article XLI	Drug-Free Workplace
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Article XLIV	Public Disclosure of Certain Law Enforcement Sensitive Information
Article XLV	Noninterference with Federal Interrogation of Certain Aliens
Article XLVI	Noninterference with Notice of Scheduled Release
Article XLVII	Ensuring Access to Federally Assisted Programs
Article XLVIII	Enforcing Civil Rights Laws
Article XLIX	Limited English Proficiency (LEP)
Article L	Equal Employment Opportunity Plan (EEO)
Article LI	Using Arrest and Conviction Records for Employment Decisions
Article LII	Finding of Discrimination
Article LIII	Unlawful Employment Practices
Article LIV	Discrimination in Public Accommodations
Article LV	Fund Availability
Article LVI	Release of Funds
Article LVII	Duplicative Funding
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Article LIX	Financial Reporting Requirements
Article LX	Procurement
Article LXI	Buy American
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Article LXIII	Debarment/Suspension
Article LXIV	Audit
Article LXV	Compensation
Article LXVI	Suspension/Termination of Subaward
Article LXVII	Enforceability
Article LXVIII	National Incident Based Reporting System (NIBRS)
Article LXIX	Vehicle Stops
Article LXX	Police Use of Force Transparency Act of 2021
Article LXXI	Federal Equitable Sharing Funds
Article LXXII	Custodial Interrogations
Article LXXIII	DWI Law – Law Enforcement
Article LXXIV	Data Reporting Requirements
Article LXXV	Printed Materials
Article LXXVI	Body Armor
Article LXXVII	Body Armor Policy

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2024 LLEBG	SUBRECIPIENT Hannibal, Police Department
AWARD NUMBER 15PBJA-24-GG-04250-MUMU-29	DATE 05/01/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article LXXVIII	Body-Worn Cameras
Article LXXIX	Body-Worn Camera Policy
Article LXXX	Duplication of Networks
Article LXXXI	Death in Custody Reporting Act (DCRA)
Article LXXXII	Rap Back Program Participation
Article LXXXIII	DPS Grants, Specific

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2024 LLEBG	SUBRECIPIENT Hannibal, Police Department
AWARD NUMBER 15PBJA-24-GG-04250-MUMU-29	DATE 05/01/2025
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Article I – Prohibited and Controlled Equipment

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards) and are incorporated by reference here.

Article II – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The subrecipient, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Article III – Compliance with 41 U.S.C. 4712 (Including prohibition on reprisal; notice to employees)

The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact the Department of Public Safety for guidance.

Article IV – Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2024 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2024 award.

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For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>

Record retention and access: Records pertinent to the award that the subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Article V – Rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subrecipient, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Article VI – DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>) including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

Article VII – General appropriations-law restrictions on the use of federal funds (FY 2002)

The subrecipient, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm> and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of the Department of Public Safety.

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Article VIII – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The subrecipient, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>) by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Article IX – Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The subrecipient, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Article X – Employment eligibility verification

1. The subrecipient must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with subaward funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the subrecipient who are or will be involved in activities under this award of both--

- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs -

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To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction -

- A. Staff involved in the hiring process for purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
- B. Employment eligibility confirmation with E-Verify for purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVERifyEmployerAgent@dhs.gov. Questions about the meaning or scope of this condition should be directed to the Department of Public Safety, before award acceptance.

Article XI – OJP Training Guiding Principles

Any training or training materials that the subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Article XII – Interaction with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for any subaward, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the

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activities to be carried out under the award whether subrecipient is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Article XIII – Restrictions and certifications regarding non-disclosure agreements and related matters

No subrecipient under this subaward, or entity that receives a procurement contract or subcontract with any funds under this subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (In accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended and shall not be understood by the agency making this subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both
 - a. it represents that—
 - i. it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Article XIV – Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in subaward conditions, references set out in material incorporated by reference through subaward conditions, and references set out in other subaward requirements.

Article XV – Requirement to report actual or imminent breach of personally identifiable information (PII)

The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Article XVI – Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article XVII – All subawards must have specific federal authorization

The subrecipient must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

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Article XVIII – Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subrecipient, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Article XIX – Reporting potential fraud, waste, and abuse, and similar misconduct

The subrecipient, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods: Mail: Missouri Department of Public Safety, Office of the Director, Attn: DPS Grants, P.O. Box 749, 1101 Riverside Drive, Jefferson City, MO 65102-0749, Email: dpsinfo@dps.mo.gov - DPS Fax: (573) 751-5399.

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Article XX – Requirements related to System for Award Management and Universal Identifier Requirements

The applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM, the subrecipients, including restrictions on subawards to entities that do not acquire and provide (to the subrecipient) the unique entity identifier required for SAM registration. The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Subaward condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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Article XXI – Restrictions on “lobbying”

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Article XXII – Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Article XXIII – UAS UAV

The subrecipient agrees that no funds under this grant award may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Article XXIV – Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this subaward, the subrecipient must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the subrecipient may be fined as per 34 U.S.C. 10231(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

Article XXV – Confidentiality of data

The subrecipient must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Article XXVI – Submissions of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subrecipient uses this subaward to fund (in whole or in part) a specific

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project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or state law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subrecipient, if applicable must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "state" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Article XXVII – Compliance with National Environmental Policy Act and related statutes

Upon request, the subrecipient must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these subaward funds, directly by the subrecipient. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the subaward, the recipient agrees to contact BJA.

The subrecipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

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Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Article XXVIII – Establishment of trust fund

If subaward funds are being drawn down in advance, the subrecipient, with respect to a subaward is required to establish a trust fund account. Subrecipients must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG).

Article XXIX – Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Article XXX – Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this subaward, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Article XXXI – Expenditures prohibited without waiver

No funds under this subaward may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Article XXXII – Required data on law enforcement agency training

Any law enforcement agency receiving funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Article XXXIII – Governing Directives

The Subrecipient assures that it shall comply, with the applicable provisions of the "DPS Financial and Administrative Guide", and the DPS Information Bulletins, the Code of Federal Regulations, 2 C.F.R. 200, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279

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(equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.

Article XXXIV – Compliance Training

As a subrecipient of federal funds, the subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

Article XXXV – Change in Personnel

The subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module and the 'Contact Information' component within WebGrants. The notification shall be sent as a Subaward Adjustment – Program Revision through the 'Subaward Adjustment' component of WebGrants.

Article XXXVI – Subaward Adjustments

The subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded) but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

Article XXXVII – 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 subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, 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 subaward.

Article XXXVIII – Employment of Unauthorized Aliens

Pursuant to Section 285.530.1 RSMo, the subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in

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connection with the contracted services. Further, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Article XXXVIX – Relationship

The subrecipient agrees that it will represent itself to be an independent subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

Article XL – Fair Labor Standards Act

All subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act 29 U.S.C. § 203.

Article XLI – Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
 - and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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- (c) Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (e) Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety
 Office of the Director
 Attn: DPS Grants
 P.O. Box 749
 1101 Riverside Drive
 Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Article XLII – Computer Networks

H.R. 1158 Sec. 8119. (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network is designed to block access to pornography websites.

Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement-or victim assistance-related activity.

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Article XLIII – Noninterference with Federal Law Enforcement

The subrecipient understands that it may not prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a). The Subrecipient further understands that it may not prohibit or in any way restrict a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. § 1373(b) or 1644.

Article XLIV – Public Disclosure of Certain Law Enforcement Sensitive Information

The Subrecipient understands that no funds from this subaward may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. § 1071 or 1072 or of 8 U.S.C. § 1324(a).

Article XLV – Noninterference with Federal Interrogation of Certain Aliens

Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. § 1357(a), under which certain federal officers and employees “have power without warrant...to interrogate any alien or persons believed to be an alien as to his right to be or to remain in the United States,” and 8 C.F.R. 287.5(a), under which that power may be exercised “anywhere in or outside the United States”, the Subrecipient understands it shall not interfere with the exercise of that power to interrogate “without warrant” (by agents of the United States acting under color of federal law) by impeding access to any State or local government correctional facility by such agents for the purpose of “interrogating any alien or person believed to be an alien as to his or her right to be or to remain in the United States”.

Article XLVI – Noninterference with Notice of Scheduled Release

Consonant with federal law enforcement statutes, including 8 U.S.C. § 1231 (for an alien incarcerated by a State or local government, a 90-day “removal period” during which the federal government “shall” detain and then “shall” remove an alien from the U.S. “begins” no later than “the date the alien is released from...confinement”; also the federal government is expressly authorized to make payments to a “State or a political subdivision of the State...with respect to the incarceration of [an] undocumented criminal alien”); 8 U.S.C. § 1226 (the federal government “shall take into custody” certain criminal aliens “when the alien is released”); and 8 U.S.C. § 1366 (requiring an annual DOJ report to Congress on “the number of illegal alien [felons] in Federal and State prisons” and programs underway “to ensure the prompt removal” from the U.S. of removable “criminal aliens”), the Subrecipient understands it shall not interfere with the “removal” process by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if the Subrecipient receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

Article XLVII – Ensuring Access to Federally Assisted Programs

The subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs

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or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

Article XLVIII – Enforcing Civil Rights Laws

The subrecipient acknowledges that all recipients of federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, DOJ's Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.

Article XLVIX – Limited English Proficiency (LEP)

The subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.

Article L – Equal Employment Opportunity Plan (EEOP)

The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEOP obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

Article LI – Using Arrest and Conviction Records for Employment Decisions

The subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of*

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Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the *Advisory*, subrecipients should consult local counsel in reviewing their employment practices. If warranted, subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

Article LII – Finding of Discrimination

The subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).

Article LIII – Unlawful Employment Practices

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

Article LIV – Discrimination in Public Accommodations

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

Article LV – Fund Availability

The subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. Subrecipient further understands and agrees that neither the Missouri Department of Public Safety nor the State of Missouri shall be liable for any costs, injuries, or other damages, liquidated or otherwise, caused by or related to a lack of funds.

Article LVI – Release of Funds

The subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the subrecipient Authorized Official and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

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Article LVII – Duplicative Funding

The subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

Article LVIII – Allowable Costs

The subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than June 30, 2025. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

Article LIX – Financial Reporting Requirements

The subrecipient agrees to complete and submit any financial reports required for this program as requested by the Grant Specialist. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

Article LX – 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. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:

- (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

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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.

Article LXI – 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.

Article LXII – 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.

Article LXIII – Debarment/Suspension

The subrecipient certifies, pursuant to non-procurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
- (c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliance@usdoj.gov, and,

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after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;

- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (e) Have not within a three-year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

Article LXIV – Audit

The subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$1,000,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The subrecipient agrees to comply with the organizational audit requirements of the State of Missouri. If the subrecipient expended \$375,000.00 or more in state funds (from all sources) in the organization's fiscal year, the agency is required to have an audit. The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.

Article LXV – Compensation

The subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

Article LXVI – Suspension/Termination of Subaward

The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

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Article LXVII – Enforceability

If a subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Article LXVIII – National Incident-Based Reporting System (NIBRS), *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 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.

Article LXIX – 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 project period.

Article LXX – 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 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report.

Article LXXI – 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.

Article LXXII – 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.

Article LXXIII – DWI Law – Law Enforcement

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 43.544 RSMo relating to the "DWI Law" 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.

Article LXXIV – 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 subaward.

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Article LXXV – Printed Materials

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from the activities of this subaward shall contain the following (or similar) statement: "This project was supported by the Office of Justice Programs, U.S. Department of Justice's JAG Formula Grant Program administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice."

Article LXXVI – Body Armor

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA's Bulletproof Vest Partnership (BVP) Program. Further, the subrecipient understands that body armor purchased with JAG 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 JAG funds must be made in the United States.

Article LXXVII – 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. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

Article LXXVIII – Body-Worn Cameras

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).

Article LXXIX – 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 Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] **The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.**

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GRANT PROGRAM FY 2024 LLEBG	SUBRECIPIENT Hannibal, Police Department
AWARD NUMBER 15PBJA-24-GG-04250-MUMU-29	DATE 05/01/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article LXXX – Duplication of Networks

The subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

Article LXXXI – Death in Custody Reporting Act (DCRA)

When a death occurs while a person is 1. Detailed by law enforcement, 2. Under arrest, 3. In the process of being arrested, 4. En route to being incarcerated or detained or 5. Incarcerated at any correctional facility, including contract facilities. Missouri law enforcement agencies experiencing a death in custody collect and submit to Missouri Department of Public Safety, a Death in Custody report. The report template and FAQs can be found online at [Missouri Department of Public Safety | Death in Custody Reporting Act - DCRA \(mo.gov\)](https://www.missouri.gov/Death-in-Custody-Reporting-Act-DCRA).

Death Occurred	DCRA due to MO DPS
January - March	April 15
April - June	July 15
July- September	October 15
October - December	January 15

Article LXXXII – 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.

Article LXXXIII – DPS Grants, Specific:

By accepting this award, the subrecipient agrees:

1. Status reports are required to be submitted quarterly through the WebGrants system. A spending plan will need to be completed when requested by the Grant Specialist.
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 \$5,000. 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

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2024 LLEBG	SUBRECIPIENT Hannibal, Police Department
AWARD NUMBER 15PBJA-24-GG-04250-MUMU-29	DATE 05/01/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment following the DPS Administrative Guide.

3. Expenditures for equipment and 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. To follow the grant program guidelines as stated in the DPS Financial and Administrative Guidelines as well as Information Bulletins released by the DPS Grants Unit to provide important updates, clarifications and policy statements related to the DPS Grants programs.
5. In the event DPS determines that changes are necessary to the subaward document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the subaward.
6. Prior written approval from DPS Grants is required prior to making any changes to the approved budget for this subaward.
7. 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.

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2024 LLEBG	SUBRECIPIENT Hannibal, Police Department
AWARD NUMBER 15PBJA-24-GG-04250-MUMU-29	DATE 05/01/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

(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).

AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM FY 2024 LLEBG	SUBRECIPIENT Hannibal, Police Department
AWARD NUMBER 15PBJA-24-GG-04250-MUMU-29	DATE 05/01/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT - ADMENDED	

Article LVIII – Allowable Costs

The subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than April 30, 2026. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

GRANT PROGRAM FY 2024 LLEBG	SUBRECIPIENT Hannibal, Police Department
AWARD NUMBER 15PBJA-24-GG-04250-MUMU-29	DATE 05/01/2025
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT - ADMENDED	

Article LVIII – Allowable Costs

The subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than April 30, 2026. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.



Hannibal Emergency Management

Jacob Nacke, Director

3302 Arapaho St.
Hannibal, MO 63401

Phone: 573-221-9210
Email: eoc@hannibal-mo.gov

May 14, 2025,

Dear Mayor McCoy and Council,

We current contract with Onsolve for our Code Red emergency alert system. Code Red is notification system which not only sends automated messages during the event of severe weather or other disasters, but allows for emergency services to send out customized alerts to citizens when needed. The system is utilized by Marion County, and Palmyra as well under the umbrella of our contract.

We renewed on a one year contract last year at the rate of \$25,000 for one year. This amount is currently budgeted in the Emergency Management Budget. After communicating with Onsolve they have offered a discounted rate if we sign a multi-year agreement. If accepted the price would drop to \$23,750 per year for a contract total of \$71,250. This would save the City \$3,750 over the course of the 3 year contract.

Due to the nature of this service it benefits the citizens to continue to use the service offered by Onsolve. We currently have thousands of subscribers who have signed up to receive alerts. These users would be able to continue to receive our alerts if we continue forward with this vendor.

I request the Council to authorize the Mayor to execute the service contract with Onsolve for the Code Red Service.

Jacob Nacke
Director
Hannibal Emergency Management

RESOLUTION NO. 2553-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND ONSOLVE FOR A THREE YEAR SERVICE CONTRACT FOR THE CODE RED ALERT SYSTEM.

WHEREAS, the City of Hannibal has a need to be able to communicate with the citizens during emergency situations or disasters, and

WHEREAS, the City of Hannibal currently utilizes the Code Red System, a service sold by Onsolve, and

WHEREAS, Onsolve provided a three year contract set at \$23,750 per year, and

WHEREAS, The service agreement with Onsolve for a term of three years.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL MISSOURI

SECTION ONE: That the Mayor is hereby authorized to execute the attached contract between Onsolve and the City of Hannibal for the amount of \$23,750 per year for the Code Red Alert System.

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

ADOPTED THIS 20th DAY OF MAY, 2025

APPROVED THIS 20th DAY OF MAY, 2025

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk



ORDER FORM

This Order Form documents the purchase of Subscription Services and other Services being purchased by the customer listed below ("Customer") from OnSolve, LLC ("OnSolve"), and is entered into as of the date the Customer signs (the "Effective Date").

Renewal Term: 1.00 year(s)

Service Start Date: June 29, 2025

Customer Information	Company Name:	City of Hannibal, MO
	Street Address:	320 Broadway
	City, State, Zip, Country:	Hannibal, MO, 63401, US
Billing Contact Purchase Order Number	Company Name:	City of Hannibal, MO
	Name:	Jacob Nacke
	Street Address:	320 Broadway
	City, State, Zip, Country:	Hannibal, MO, 63401, US
	Phone:	(573) 221-0111
	Email:	jnacke@hannibalpd.com
Primary Contact <i>Note: this contact will be setup in the Services as an Administrator.</i>	Name:	Jacob Nacke
	Title:	Chief Of Police- Hannibal, MO Police Department & Emergency Management Director
	Phone:	(573) 221-0111
	Email:	jnacke@hannibalpd.com

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price**	Term Total
CodeRED Standard Unlimited Package	06/29/2025 - 06/28/2028	1	\$23,750.00	\$71,250.00
CodeRED Weather Warning	06/29/2025 - 06/28/2028	1	\$0.00	\$0.00
CodeRED IPAWS Integration	06/29/2025 - 06/28/2028	1	\$0.00	\$0.00
CodeRED Premium Data	06/29/2025 - 06/28/2028	1	\$0.00	\$0.00
CodeRED Foreign Language Message Translation	06/29/2025 - 06/28/2028	3	\$0.00	\$0.00
Critical Communications Subscription Fees				\$71,250.00

ORDER TOTAL

\$71,250.00

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$23,750.00
Year 2 Subscription Fees	\$23,750.00
Year 3 Subscription Fees	\$23,750.00

**The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

All pricing is in US Dollars unless otherwise specified

Service Description – Critical Communications

CODE-Unlimited Pkg

- CodeRED Subscription Service
- Emergency and non-Emergency use
- Unlimited voice minutes, SMS Text, Email, RSS, TTY and Social Media messages
- Unlimited CodeRED Mobile Alert application push notifications
- Unlimited initiators
- Role based initiator permissions
- Esri based mapping
- Custom geocoding
- Managed Data Services with one (1) annual Data Load
- Two-Way messaging for contacts
- Dedicated public enrollment web page with branding
- Unlimited Opt-in categories
- Contact enrollment web page
- Web widget with enrollment link
- Voice based polling
- Reporting and analytics
- Resource Library
- Solution setup
- Base System Updates and Maintenance
- One (1) annual live web-based training – client dedicated
- Unlimited access to monthly web-based live and recorded trainings
- 24/7/365 support

Service Terms

- Use of the Subscription Service is intended for **Marion County, City of Hannibal, and City of Palmyra, MO**
- Population: **28,438**. A population increase above 10% may result in increased pricing.
- Emergency means threat to life and/or property.
- "Message Unit" equals sixty (:60) seconds of connected voice or TTY call time deducted in six (:06) second increments and/or SMS Text segments of 140 characters. Unused Message Units do not carry over year-to-year.

All Services being purchased by Customer in this Order Form shall be exclusively governed under the OnSolve standard terms and conditions set forth at the following URL: <https://www.onsolve.com/legal/TC-Government/> (the "Terms"). In the event of a conflict between the Terms and this Order Form, the terms of this Order Form shall control.

City of Hannibal, MO

By: _____

Name:

Title:

Date:



Hannibal Police Department

Jacob Nacke, Chief of Police

777 Broadway, P O Box 793
Hannibal, MO 63401

Chief's Office (573) 221-7111
Police Department (573) 221-0987
Department Fax (573) 221-3966
Confidential Fax (573) 406-1535
E-mail chief@hannibalpd.com

May 14, 2025

Dear Mayor McCoy and Council Members,

The Hannibal Police Department recently went out for sealed bids for police uniforms. The current style of uniforms has been in place since 2008. The uniform style was more traditional in style and has undergone some slight changes in the last ten years, however uniform styles have changed drastically in recent years. Manufacturers now are offering vest carriers that allow you to distribute the weight around to pull weight off the waist. Recently I came before the council and received approval for the vest carriers which is a major component of the new uniforms. The last piece of this project is the purchase of the actual garments, the shirts and pants to be worn by the officers. This is not something you can phase in, as officers need to maintain a uniform appearance across the department so while there is some upfront cost, it should normalize in coming years only replacing items as they are worn out.

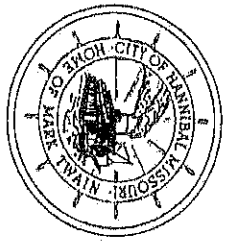
We received one bid from Leon Uniform Company in St. Louis Missouri for \$18,444. Leon's met the bid requirements, and I ask the council accept the bid and authorize the purchase. Funds to purchase these uniforms will come from savings in the current police department budget.

Thank You,

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

Jacob Nacke
Chief of Police

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



CITY OF HANNIBAL, MISSOURI
BID TABULATIONS

Project Number: POLICEUNIFORM

Project Description: NEW UNIFORMS FOR HPD OFFICERS

Bid Opening Date: MAY 14, 2025

Bid Opening Time: 8:30 A.M.

Bidder	Bid Amount	Addendum No.1 & 2
Lean Uniform Company	18,444.00	

5/14/25 8:35
Date/Time


Melissa Cogdal, City Clerk



May 9, 2025

Our bid is in accordance with the specifications required by the Hannibal Police Department.

Leon Uniform Company Background:

Leon Uniform Company has been in business since 1907, serving the local law enforcement and public safety community. We are a 5th generation, local, family-owned business. During this time, Leon Uniform Company has accumulated the financial resources to provide the proper inventory, state-of-the-art machinery and the expertise to provide the level of service the Hannibal Police Department deserves. These skills, accompanied by a prominent level of security, are what make Leon Uniform Company uniquely positioned to provide uniforms and equipment to the Hannibal Police Department.

The service requirements detailed for your department are designed to minimize "down time" by each uniformed officer while ensuring the quality and consistency for your organization's needs. Furthermore, the Hannibal Police Department's uniform and equipment program requires custom measuring, on-site tailoring, and an ample amount of on-hand inventory to meet your needs in a timely manner; typically providing same day service.

Detailed List of Leon Uniform's service attributes:

- Over 115 years of serving the St. Louis market.
- 15,000sqft brick and mortar store with \$1 million+ of inventory
- State of the art security system with 24-hour monitoring
- Tailor shop on site with 8 tailors offering same day alterations
- Multiple sewing machines
- Dedicated sales and customer service reps
- On-site custom embroidery
- Body Worn Camera installations on multiple items while customers wait (if needed by the department).
- Custom Heat transfers performed within 10 minutes of order being placed in showroom
- Shredding of all expired ballistic vests and any uniform items as necessary
- In-store, email, phone, and online custom portal ordering options



- Outside sales representative who complete custom onsite uniform and ballistic fittings upon request.

We look forward to earning the opportunity to service the Hannibal Police Department.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Seidler', is positioned above the printed name.

Matt Seidler
President
Leon Uniform Company

The Standard for Uniformed Professionals



Uniform Bid

EXPIRES: May 14, 2025

142 Hanley Industrial Ct
St. Louis, MO 63144
(314) 535-8133
mattseidler@leonuniform.com

DATE May 9, 2025
CUSTOMER ID

BILL TO 777 Broadway
Hannibal, MO 63401

SHIP TO Hannibal Police Department
777 Broadway
Hannibal, MO 63401

SALESPERSON	SHIP VIA	PAYMENT TERMS	EST. DELIVERY
Matt Seidler	Pick-Up	Net 30	30-45 Days

QTY	ITEM CODE	DESCRIPTION	SIZE	UNIT PRICE	LINE TOTAL
26	3524	Elbeco CX360 Long Sleeve Zipper Shirt - Dark Navy	14.5-17.5	\$ 65.00	\$ 1,690.00
3	3524	Elbeco CX360 Long Sleeve Zipper Shirt - Dark Navy	19.5	\$ 68.00	\$ 204.00
4	3534LC	Elbeco CX360 Female Long Sleeve Zipper Shirt - Dark Navy	28-42	\$ 65.00	\$ 260.00
78	UVS171	Elbeco UV1 CX360 Long Sleeve Undervest Shirt - Dark Navy	S-XL	\$ 60.00	\$ 4,680.00
9	UVS171	Elbeco UV1 CX360 Long Sleeve Undervest Shirt - Dark Navy	2XL	\$ 63.00	\$ 567.00
12	UVS173	Elbeco UV1 CX360 Female Long Sleeve Undervest Shirt - Dark Navy	S-L	\$ 60.00	\$ 720.00
78	UVS172	Elbeco UV1 CX360 Short Sleeve Undervest Shirt - Dark Navy	S-XL	\$ 56.00	\$ 4,368.00
9	UVS172	Elbeco UV1 CX360 Short Sleeve Undervest Shirt - Dark Navy	2XL	\$ 59.00	\$ 531.00
12	UVS174	Elbeco UV1 CX360 Female Short Sleeve Undervest Shirt - Dark Navy	S-XL	\$ 56.00	\$ 672.00
56	E3444R	Elbeco CX360 Covert Cargo Pants	28-42	\$ 72.00	\$ 4,032.00
10	E3454LC	Elbeco CX360 Female Covert Cargo Pants	0-18	\$ 72.00	\$ 720.00

THANK YOU FOR YOUR BUSINESS!

SUBTOTAL	\$ 18,444.00
TAX EXEMPT	
S&H	
TOTAL	\$ 18,444.00

Hannibal Police Department Uniform Bid 2025

References -- Leon Uniform Company

St. Louis County Police Department
Tim Devine
Supply Accounts Coordinator
Vehicle & Supply Unit
St. Louis County Police Department 7900 Forsyth Blvd.
St. Louis, MO 63105
TDevine@stlouiscountymo.gov
314-615-3750
800+ Officers

St. Charles Police Department
Chief Ray Jinx
Business Services Coordinator
St. Charles Police Department
1781 Zumbuhl Road
St. Charles, MO 63303
Office 636/949/3357
ray.juengst@stcharlescitymo.gov
120+ Officers

St. Peters Police Department
Kellie Bauer
Property Management
St. Peters Police Department
1020 Grand Teton Drive
St. Peters, MO 63376
636.477.6600 Ext: 3536
kbauer@i112etersmo.net
90+ Officers

St. Charles County Police Department
Captain Chris Hunt
St. Charles County Police Department 101 Sheriff Dierker Court
O'Fallon, MO 63366
Desk (636)-949-3066
Cell (636)-980-6757
100+ Officers



MEMORANDUM

TO: Mayor and Members of the City Council
FROM: Eric Graham, IT Systems Administrator
DATE: 5/20/2025
SUBJECT: New Computers and Monitors for PD

Microsoft will be going end of life with Windows 10 in October of 2025. This means that any computer or laptop running this version of Windows will not receive updates and will be a security risk. We have several computers within the city that are not able to be upgraded to Windows 11 due to their age. Hannibal Police Department is due to replace 17 computers and 30 monitors with newer models. Those computers that we replace at the PD will be upgraded to Windows 11. These upgraded models will be used to replace the computers within the city that we are unable to update to Windows 11.

I am asking the council to approve the purchase of 17 computers and 30 monitors from SHI, who have the state of Missouri contract, for \$17,116.88. I obtained other quotes from CDW totaling \$19,780.09 and Staples which totaled \$20,575.95.



Pricing Proposal

Quotation #:	26198273
Description:	Hannibal PD Computers
Created On:	May-15-2025
Valid Until:	Jun-14-2025

City of Hannibal, MO

Eric Graham

777 Broadway IT

HANNIBAL

MO

63401

US

Phone: 573-221-0987

Fax:

Email: egraham@hannibalpd.com

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 HP Pro 400 G9 - SFF Core i5 12500 / up to 4.6 GHz HP, Inc. - Part#: B17T5AT#ABA Contract Name: State of MO PC Prime	15	\$797.95	\$11,969.25
2 BenQ BL2490 - LED monitor BenQ - Part#: BL2490 Contract Name: State of MO PC Prime	28	\$96.84	\$2,711.52
3 BenQ GW2791 - LED monitor BenQ - Part#: GW2791 Contract Name: State of MO PC Prime	2	\$107.98	\$215.96
4 HP Workstation Z2 G9 HP, Inc. - Part#: A1NX3UT#ABA Contract Name: State of MO PC Prime	1	\$1,227.13	\$1,227.13
5 HP Elite 800 G9 - Mini desktop Core i7 12700T / up to 4.7 GHz HP, Inc. - Part#: 9P2X0AT#ABA Contract Name: State of MO PC Prime	1	\$993.02	\$993.02
Subtotal			\$17,116.88
Shipping			\$0.00
Total			\$17,116.88

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



What can we help you find today?

Hardware Software Services IT Solutions Brands Research Hub

Notifications

Account

Cart 75

Continue Shopping

Shopping Cart

Save to Cart

Email Cart

Enter CDW# or MFG#

Add

ADD ITEM TO CART

ITEM

AVAILABILITY

PRICE

QUANTITY

ITEM TOTAL



HP Pro SFF 400 G9 Desktop

Item Backordered

~~\$779.00~~

15

\$11,241.90



Computer - Intel Core i5 12th

This item will ship once it is in stock.

\$749.46
My CDW●G Price

1

\$1,023.33



Subtotal: \$19,780.09

Tax and Shipping calculated at checkout.

MFG Part: AP0H1AT#ABA
CDW Part: 8005980
UNSPSC: 43211507

Lease Option Pricing ?
\$573.82 / Month

Top Recommendations



HP Elite Mini 800 G9 Desktop

In Stock

~~\$7069.00~~

1

\$1,023.33



Computer - Intel Core i7 12th

Ships today if ordered within 8 hrs 4 mins

\$1,023.33
My CDW●G Price

1

\$1,541.84



MFG Part: 9P2X0AT#ABA
CDW Part: 7727402
UNSPSC: 43211507

Top Recommendations



HP Z2 G9 Workstation - Core i7 14th Gen i7-14700 - 32 GB - 1 TB SSD - Tower

In Stock

~~\$7,959.00~~

1

\$1,541.84



Ships today if ordered within 8 hrs 4 mins

\$1,541.84
My CDW●G Price

1

\$1,541.84



MFG Part: A1NX3UT#ABA

Order Summary

Subtotal: \$19,780.09

Tax and Shipping calculated at checkout.



Lease Option Pricing ?
\$573.82 / Month

Checkout



Feedback

CDW Part: 7852873
UNSPSC: 43211515

Top Recommendations

	BenQ GW2791 - LED monitor - Full HD (1080p) - 27"	In Stock	\$\$\$9.69 \$113.99	2	\$227.98	
	MFG Part: GW2791 CDW Part: 8170058 UNSPSC: 43211902	Ships today if ordered within 8 hrs 4 mins	My CDW • G Price			

Top Recommendations

	BenQ BL2490 - LED monitor - Full HD (1080p) - 23.8"	In Stock	\$107.72 \$102.59	56	\$5,745.04	
	MFG Part: BL2490 CDW Part: 7806229 UNSPSC: 43211902	Ships today if ordered within 8 hrs 4 mins	My CDW • G Price			

Top Recommendations

ADD SAVED CART

Choose Saved Cart

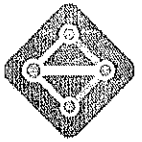
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Save to Cart

Email Cart

Update All | Remove All

Top Sellers (12)



Microsoft Azure Active Directory Premium -...

\$7.59

My CDW • G Price

Add to Cart



HID iCLASS Seos 8K - security smart card

\$5.69

My CDW • G Price

Add to Cart



Adobe Creative Cloud for Enterprise - All Apps -...

\$6.64

My CDW • G Price

Add to Cart



Adobe Creative Cloud for Enterprise - All Apps -...

\$6.64

My CDW • G Price

Add to Cart



With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.



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Newsroom & Media

Suppliers

Sustainability

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Leasing Services

Product Recalls

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Contact An Expert: P 800.808.4239 | Email Us

CDW CDW-G Canada CDW-UK

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Feedback

Quote

This quote was generated automatically from your shopping cart for one-time use. Orders placed for quoted items are subject to further review and acceptance by Staples. Pricing and availability are subject to change at any time. Staples reserves the right to reject any order and/or to correct any errors, inaccurate submissions contained in the quote, including after an order has been submitted. Please contact your account representative with any questions.

Shipping & Delivery

Johh Schweiss
POLICE DEPT
CITY OF HANNIBAL / POLICE DEPT
777 BROADWAY
HANNIBAL, MO 63401 US
573-248-7766

Accounting

Budget Center
Not specified

Purchase Order
Not specified

PO Release
Not specified

Order Summary

Items (5)	\$20,575.95
Pretax subtotal	\$20,575.95
Total	\$20,575.95

You're saving \$744.15 on this order!

5 items in cart

Delivery

HP Elite 800 G9 Desktop Computer, Intel Core i7-12700T, 16GB Memory, 512GB SSD (9P2XOAT#ABA)
Item #: IM1JJ7733 | MFR Item #: 9P2XOAT#ABA

Business price (1/EA)	\$1,016.11
1 @ \$1,016.11	\$1,016.11

HP Z2 G9 Desktop Computer, Intel Core i7-14700, 32 GB Memory, 1TB SSD, Windows 11 Pro, Mouse + Keyboard (A1NX3UT#ABA)
Item #: IM1JS3830 | MFR Item #: A1NX3UT#ABA

Business price (1/EA)	\$1,649.99
1 @ \$1,649.99	\$1,649.99

Westinghouse 27" 100 Hz FHD Monitor, Black (WH27FA9420)
Item #: 24622249 | MFR Item #: WSWH27FA9420

Business price (1/EA)	\$129.99
2 @ \$129.99	\$259.98

Westinghouse 24" 100 Hz FHD Monitor, Black (WH24FA9420)
Item #: 24622248 | MFR Item #: WSWH24FA9420

Business price (1/EA)	\$99.99
28 @ \$99.99	\$2,799.72

HP Pro 400 G9 Desktop Computer, Intel Core i5-14500, 16GB RAM, 512GB SSD, Windows 11 Pro, Mouse + Keyboard (A7OPJUT#ABA)
Item #: IM1JX8296 | MFR Item #: A7OPJUT#ABA

Market price	\$1,099.62
Business price (1/EA)	\$990.01
15 @ \$990.01	\$14,850.15

✓ You're saving \$744.15 on this item!