

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday, June 16, 2026
Council Chambers
7:00 p.m.**

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

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

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

The instructions to watch the meetings online follow:

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

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

**APPROVAL OF MINUTES
Regular Council Meeting June 2, 2026**

**APPROVAL OF PAYROLL AND CLAIMS
First Half – June 2026**

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

**DIANE LOCK – CITIZEN HELD EVENT
Re: Request, Street Closures – Block Party/Birthday Party – Sunset Drive
Saturday, June 20, 2026, 5:00 p.m. – 9:00 p.m.**

MICHAEL GAINES - HANNIBAL ARTS COUNCIL

Re: Request, Street Closures – 50TH Annual Folklife Festival

Saturday, October 17, 2026 & Sunday, October 18, 2026 – 10:00 a.m. – 4:00 p.m.

(Road Closure on Friday, October 16, 2026, at 5:00 p.m.)

MARK KEMPKER – HANNIBAL COMMUNITY PROMOTIONS GROUP

Re: Request, Street Closures – Discharge of Fireworks – Annual 4th of July Fireworks

Saturday, July 4, 2026 – Fireworks at Dusk

(Road Closure Saturday, July 4, 2026, at 12:00 p.m.)

DARRELL MCCOY – MAYOR

Re: *Status of Second Ward Council Seat*

Re: Approval of Appointment

Library Board

Joy McPike – appointment for a term to expire June 2029

(Amended term date from July 2029 to June 2029)

Re: Approval of Appointments

Hannibal Board of Public Works

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

Barry Louderman – appointment for a term to expire July 2030

JAMES LEMON –CITY ATTORNEY

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

(Ordinance No. 26-009 to follow, for first reading)

ANDY DORIAN –CITY MANAGER

Re: Sell of City Owned Property – 2924 Kenwood

(Resolution No. 2617-26 to follow, for approval)

Re: Approval of Grant Agreement with U.S. Army Corps of Engineers

(Resolution No. 2618-26 to follow, for approval)

Re: Police Chief Appointment

Re: Amendment to Payroll Ordinance (As Amended)
(Ordinance No. 26-008 (As Amended) to follow, for approval)

Re: Police Department Salary Schedule – Collective Bargaining Agreement
(Resolution No. 2620-26 to follow, for approval)

ERIC GRAHAM –IT SYSTEMS ADMINSTRATOR
Re: Application for MIRMA Cyber Security Insurance
(Resolution No. 2619-26 to follow, for approval)

BILL NO. 26-005

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

Second & Final Reading

BILL NO. 26-006

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

Second & Final Reading

BILL NO. 26-007

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

Second & Final Reading

BILL NO. 26-008 (AS AMENDED)

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

Second & Final Reading

BILL NO. 26-009

**AN ORDINANCE REVISING CHAPTER 16 - MISCELLANEOUS
PROVISIONS AND OFFENSES, ARTICLE IV. - OFFENSES
AGAINST PUBLIC MORALS, DIVISION 2. - SALE, POSSESSION
OR CONSUMPTION OF ILLEGAL SUBSTANCES, BY REVOKING
EXISTING SEC 16-138 AND ENACTING A NEW SEC 16-138,
DEFINITIONS**

First Reading

RESOLUTION NO. 2617-26

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO
JANETTE CRANE FOR THE SALE OF CITY OWNED PROPERTY
LOCATED AT 2924 KENWOOD IN THE AMOUNT OF \$1,000.**

RESOLUTION NO. 2618-26

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
GRANT AGREEMENT WITH THE U.S. ARMY CORPS OF
ENGINEERS FOR THE HANNIBAL STORM SEWER
DEVELOPMENT PROJECT**

RESOLUTION NO. 2619-26

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE
APPLICATION AND ANY NECESSARY DOCUMENTS BETWEEN
THE CITY OF HANNIBAL AND MIRMA FOR CYBERSECURITY
INSURANCE COVERAGE.**

RESOLUTION NO. 2620-26

**A RESOLUTION APPROVING MODIFICATIONS TO THE POLICE
DEPARTMENT SALARY SCHEDULE WITHIN THE COLLECTIVE
BARGAINING AGREEMENT**

ADJOURNMENT



Special Event Application

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

Return to:
Office of the City Clerk
320 Broadway
Hannibal, MO. 63401
(573) 221-0111, Opt. 7
Email to: bdooley@hannibal-mo.gov

APPLICANTS INFORMATION

Company/Organization: Citizen Held Event Nonprofit*: ☐ Yes ☒ No
Mailing Address: 4042 Sunset Dr.
City: Hannibal State: MO Zip: 63401

EVENT CHAIRPERSON

Name: Diane Lock Phone: (217) 257-2501
Email: ldlock@att.net

GENERAL EVENT INFORMATION

Name of Event: Birthday Party / Block Party for Diane Lock
Event Type: ☐ Festival ☐ Parade/Walk/Run ☐ Concert/Performance OR Other: Block Party Dinner
Event Date(s): June 20, 2026
Event Start Time / Date: 5:00 PM
Event End Time / Date: 9:00 PM
Proposed location* of Event: 4042 Sunset Dr.
Description of Event: Friends, neighbors, & family of beginning of summer get together

Anticipated Attendance: 70 - 90 Event History: ☐ New ☒ Re-occurring*
If re-occurring, how many years has the event taken place: 2 Is this an Annual Event? ☐ Yes ☒ No

EVENT DETAILS

Set Up - Date/Time: Saturday, June 20, 2026 Tear Down - Date/Time: Saturday, June 20, 2026
Contact Person for media/citizen information: Diane Lock
Phone: (217) 257-2501 Email: ldlock@att.net

ILLUSTRATIVE SITE MAP – A site map of the event including location(s) of all tents, equipment, and activities must be submitted with this application. If the Main Street Map (Attachment A) provided doesn't work for you, you **MUST** provide your own, or your application will be denied automatically. We are unable to make a map for you. ☒ Site Map Attached

CLERK'S OFFICE: Council Agenda: 06/16/2026
Notified Organizer/Event Sponsor of Council Agenda date on:
Event added to Special Event Calendar: ☒



Special Event Application

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

Return to:
Office of the City Clerk
320 Broadway
Hannibal, MO. 63401
(573) 221-0111, Opt. 7
Email to: bdooley@hannibal-mo.gov

APPLICANTS INFORMATION

Company/Organization: Hannibal Arts Council Nonprofit*: ☒ Yes ☐ No
Mailing Address: P.O. Box 1202
City: Hannibal State: MO Zip: 63401

EVENT CHAIRPERSON

Name: Michael Gaines Phone: (573) 221-6545
Email: michaelg@hannibalarts.com

GENERAL EVENT INFORMATION

Name of Event: Hannibal Folklife Festival
Event Type: ☒ Festival ☐ Parade/Walk/Run ☐ Concert/Performance OR Other: _____
Event Date(s): October 17-18, 2026
Event Start Time / Date: Saturday, October 17, 2026 @ 10:00AM
Event End Time / Date: Sunday, October 18, 2026 @ 4:00PM
Proposed location* of Event: North Main St. (Broadway-North), side streets to alleys + 1 parking lot.
Description of Event: 50th Annual Hannibal Folklife Festival - Street Festival - Celebrating Hannibal's rich history - features artists/artisans, local food booths, performances, street pub, etc.
Anticipated Attendance: 20000+ Event History: _____ New ☒ Re-occurring*
If re-occurring, how many years has the event taken place: 50 Is this an Annual Event? ☒ Yes ☐ No

EVENT DETAILS

Set Up - Date/Time: 5PM Friday, October 16 Tear Down - Date/Time: 4PM Sunday, October 18
Contact Person for media/citizen information: Michael Gaines
Phone: (573) 221 - 6545 Email: michaelg@hannibalarts.com

ILLUSTRATIVE SITE MAP – A site map of the event including location(s) of all tents, equipment, and activities must be submitted with this application. If the Main Street Map (Attachment A) provided doesn't work for you, you MUST provide your own, or your application will be denied automatically. We are unable to make a map for you. ☒ Site Map Attached

CLERK'S OFFICE: Council Agenda: June 16, 2026

Notified Organizer/Event Sponsor of Council Agenda date on: emailed M. Gaines on 05.29.2026 -BKD

Event added to Special Event Calendar: ☒

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

VENDOR INFORMATION

FOOD AND BEVERAGE VENDORS

Will there be Food &/or Beverage Vendors? ☒ Yes* ☐ No

*If Yes: ☒ Sold ☐ Free ☐ Catered

Will food be prepared on site? (please describe 16 food booths are local non-profit, civic & church organizations.

Some prepare off-site, some prepare on-site, some a combo.

Will alcohol be served? ☒ Yes ☐ No

*If yes, a liquor/caterer's license is required. All vendors selling alcohol will need to be listed (Attachment B) & review the City of Hannibal, Municipal Code, Chapter 3; Alcoholic Beverages. Those vendors selling alcohol who need a permission letter to sell on City property will need to reach out to bdooley@hannibal-mo.gov for their letter after Council has approved the special event.

All food vendors must receive approval from the Marion County Health Department (573) 221-1166.

All food / beverage vendors will still need to be listed on the vendor listing (Attachment B).

All food / beverage vendors must be inspected by the fire department & building inspector.

RETAIL SALES / VENDORS

Will there be retail sales? ☒ Yes* ☐ No If yes, then number of anticipated vendors: 100

*If yes, then a list of vendors (Attachment B) **MUST** be submitted to the Clerk's office **AT LEAST 10 BUSINESS DAYS PRIOR TO THE EVENT.**

☒ If the Clerk's office does not have this vendor listing within the **10 business days prior** to the event your vendors will **NOT** be able to participate in the event. Upon completion of the vendor list you may email it to Britta, in the City Clerk's Office at bdooley@hannibal-mo.gov.

☒ If the business / group promoting & organizing the event is **for profit**, they must obtain a City of Hannibal Business License. Contact the City Clerk's office, Britta can assist you with getting that set up. You may contact by email at bdooley@hannibal-mo.gov or by phone at (573) 221-0111, opt. 7.

☒ *If yes, retail sales are being made vendors are required to collect and report sales tax to the Missouri Department of Revenue. The Missouri Department of Revenue requires that any vendors selling retail to the public collect and remit sales tax. If vendors need to obtain sales tax license, they can complete and submit the Missouri Special Events Form 2643S to the Missouri Department of Revenue, if vendors have questions they can email them at businesstaxregister@dor.mo.gov. Tax packets may be obtained by calling (573) 751-3505, or by visiting the website at <http://dor.mo.gov>. The event organizer is responsible for providing this information to the vendors.

-The City Council requests that event sponsors be mindful of vendor placements in respect to local businesses (ex: not placing pizza sales in front of a local business who sells pizza).

Clerk's Office Comments:

No issues as long as we get the certificate of Insurance before the event and the list of vendors at least 10 days prior to the event, which this organizations always great at.

Approved By: Britta Dooley, Office Manager

05.29.2026

Britta K. Dooley, ARP Office Manager

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

FIRE SERVICES

GENERAL

This emergency action plan predetermines actions to take before & during the event in response to an emergency or otherwise hazardous conditions. These actions represent those required prior to the event in preparation for those required during an emergency.

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 may be required. The types of emergencies possible vary & could require the response of Fire & Rescue, Emergency Medical Services & Police.

All questions & inquires should go through the Hannibal Fire Department @ (573) 221-0657.

EAP REPRESENTATIVE / CONTACT

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

Primary Contact: Michael Gaines, HAC Exec. Director Cell #: (573) 795-2247

Secondary Contact: Becky Evans, HAC Program Coordinator Cell #: (573) 231-4524

MEDICAL

Are there limited provisions for on-site Emergency Medical Services at this event? ☐ Yes ☐ No

Will there be a first aid station on site? ☒ Yes ☐ No

Will on-site EMS be provided? ☒ Yes* ☐ No, we will use 911 Dispatch

If yes, contact name: Marty Miller, Ralls Co. Cell #: (573) 221-5510 Ext. 105

FIRE

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

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

Fire lanes & fire hydrants should not be obstructed at any time during the event.

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, & contact name with a good call back #.

OPEN FLAMES

Will there be open flames? ☒ Yes* ☐ No *If yes, what will open flame usage be? (check all that apply)

☒ Grilling/BBQ ☒ Deep Fryer ☐ Activity/ Entertainment Other: Blacksmith, Cider booth

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

FIREWORKS

A fireworks show or display **MUST** be conducted by an independent fireworks operator approved by the Missouri Division of Fire Safety.

Fire Department Comments:

We will place extinguishers out on Main St.

Approved By: Ryan Neisen, Fire Chief

05/28/2026

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

PUBLIC SAFETY

If your Special Event involves a parade, City Ordinance requires that you obtain a permit from the Police Department, after Council approval, but prior to your event. Upon completion of your Special Event application approximately 10 days prior to the event Hannibal Police Department will be reaching out to the Event Coordinator to review Public Safety Plans & Procedures.

EMERGENCY NOTIFICATION

Will on-site security be provided? ☒ Yes* ☐ No

*If yes, please provide the contact name: HPD - Extra Duty Assignments #: (573) 221-0987 Ext. 306

The City of Hannibal does not provide Security, it will be the responsibility of the event sponsor to hire out their security.

SEVERE WEATHER

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

Before the event - If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions & 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 & during the event.

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 & direct them to shelter.

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

LAW ENFORCEMENT

Has a need for constant Law Enforcement presence been identified at this event? ☐ Yes ☒ No

Should an incident occur that requires Law Enforcement, the Safety Plan is to use:

☐ On-site Security or ☒ 911 Dispatch for Law Enforcement

*If using 911 the caller will have the nature of the emergency, precise location, & a contact name & number ready.

Crowd control will be managed by: ☒ Staff ☐ On-site Security

The Event Sponsor understands that it is important that there is access to emergency vehicles & that this is maintained at all times.

HPD Assistance Requested: N/A

N/A

Police Department Comments:

Will need to meet with organizer closer to time to finalize security details and verify manpower is available to staff overnight security. No other concerns.

Approved By: Lieutenant Matt Wilt

Lt. Matt Wilt #3

Lt. Matt Wilt (May 27, 2026 19:38:41 CDT)

05/27/2026

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

STREETS

STREET CLOSURES

Will this event require any street closures? ☒ Yes* ☐ No

Requested Road Closure Dates/Times: 5PM Friday, October 16 to 4PM Sunday, October 18th

If you're requesting a road closure & the area you're requesting to block off is outside of the map provided in this packet, then you **MUST** provide your own map. Your requested road closures will need to be marked on the map you've turned in with your packet to be presented to the Council. If you are requesting to block off area included in the map provided, then only the barricades/road closures optional are presented on the map for you, as you will just need to circle those you wish to have.

There is absolutely NO stakes allowed to be hammered into City owned parking lots, sidewalks or roads.

HANDICAP PARKING

*If your event requires street closures, will there be additional parking areas restricted for handicap only parking?

☒ Yes ☐ No

*If yes, please include on your map or provide an additional map showing designated handicap only parking.

Will your event require the use of sandwich board signs? ☒ Yes* ☐ No

*If yes, date/time of board placement: early morning Friday, October 16

*If yes, date/time requested to be on sandwich boards: 5PM Friday, October 16

WASTE REMOVAL

☒ Event Sponsor **MUST** take care of all trash inside the blocks they request to close down for their event.

☒ It is the responsibility of the Event Sponsor to ensure that city trash cans are monitored & emptied during the event in the event area and in any closed dedicated blocks.

*The City will monitor & empty trash cans outside the event area.

Will this event require the need for use of the City's roll off dumpster? ☒ Yes ☐ No

*If yes, this will require a \$600.00 pre-paid fee for the use of the 30 Yard Roll off dumpster.

-Payment **MUST** be made 10 days prior to the event, in the City Clerk's Office.

It is the responsibility of the event organizer to ensure trash is picked up during and at the conclusion of the event. The event organizer is responsible for all trash on the event site and any trash associated with the event, event patrons or spectators that impact the area.

Street Department Comments:

no issues

Approved By: Aaron Davis, Streets Supervisor

Aaron Davis, Street Supervisor
Aaron Davis, Street Supervisor (May 27, 2026 15:30:05 CDT)

05/27/2026

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

PARKS

PARK RENTALS

Will this event require the use of one of the Park areas/facilities? ☐ Yes* ☒ No

*If yes, then you must have rented the park area/facility through the Hannibal Parks & Recreation Department.

Name of Park/Facility Rented: N/A

Date/Times Rented: N/A

If you have not yet rented your park area/facility you may do so by going to <https://hannibalparks.recdesk.com/Community/Facility>

For assistance you can reach the Parks & Recreation Department at (573) 221-0154.

RESTROOM FACILITIES

The City does not supply Port-A-Potties. If portable restroom facilities are needed the event organizer will need to supply those.

Parks Department Comments:

No issues

Approved By: Chad Collier, Assistant Director of Central Services-Parks

Chad Collier, Assistant Director of Central Services-Parks
Chad Collier, Assistant Director of Central Services-Parks (May 28, 2026 09:11:23 CDT)

05/28/2026

DPW

DPW Comments:

No Issues

Approved By: Mark Kempker, Assistant Director of Central Services-DPW Division

Mark Kempker, Assistant Director of Central Services - DPW Division
Mark Kempker, Assistant Director of Central Services - DPW Division (May 27, 2026 16:35 CDT)

05/27/2026

HCVB

Tourism Comments:

No concerns.

Approved By: Trisha O'Cheltree, Director of Tourism

Trisha O'Cheltree
Trisha O'Cheltree (May 27, 2026 16:21:17 CDT)

05/27/2026

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

BOARD OF PUBLIC WORKS

ELECTRICAL

Is temporary electric needed? ☒ Yes ☐ No

For temporary electric utility service for Festivals/Events, the Event Sponsor **MUST** contact the Hannibal Board of Public Works 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 Street are **NOT** for vendor use & will not be energized during events.

Service call outs determined to be the fault of the vendor are at the Event Sponsor's expense and will be billed in accordance with the HBPW's Schedule of Rates and Fees.

Meter Fee and prepayment of usage is required. Any overpayment will be refunded.

*For electric utility service at any of the Park areas/facilities, the Event Sponsor should contact the Parks & Recreation Department at (573) 221-0154.

WATER

Is the temporary use of water from a fire hydrant needed? ☐ Yes ☒ No

For use of water at a fire hydrant, the Event Sponsor must contact the Hannibal Board of Public Works 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.

*For water service at any of the Park areas/facilities, the Event Sponsor should contact the Parks & Recreation Department at (573) 221-0154.

Board of Public Works Comments:

No issues as long as they follow application requirements.

Approved By:

Darrin Gordon, HBPW General Manager 05.29.2026

CITY MANAGER

City Manager Comments:

N/A

Approved By: Andy Dorian, City Manager

Andrew Dorian

05/27/2026

INSURANCE

In consideration of holding the event and using City property, the applicant agrees to provide general liability insurance and indemnify, defend, and hold the City of Hannibal harmless as set forth in the Insurance Requirement Policy. A copy of the insurance policy with all required endorsements must be provided to the City of Hannibal **(3) days before** the date of the event. (See Attachment I for sample)

MG (INITIALS)

AGREEMENT

Name of Event: Hannibal Folklife Festival

Date(s) of Event: October 17-18, 2026

As coordinator(s) of this event, I (we) have reviewed all regulations and guidelines and, on behalf of the Organization hosting the event agree to comply with City Ordinances and the requirements of this SPECIAL EVENT PACKET and below as they apply to this event.

SAFETY:

1. Shall maintain adequate space for emergency vehicle access (fire, ambulance and police throughout the designated area) at all times.
2. Shall comply with regulations provide by departments of the City.
3. Shall provide detailed event site map with application.
4. Shall provide EAP contacts & Emergency Plan on application & have reviewed the Safety Plan with HPD prior to event.

Trash/Cleanup:

1. Shall be responsible for all trash cleanup inside events designated area during event.
2. Shall be responsible for arranging general cleanup of designated event area and areas adjoining event area
3. Shall be responsible for Maintaining/ monitoring/ emptying trash cans during event in designated area.

TAXES, LICENSES, FEES AND PERMITS:

1. Shall distribute guidelines / requirements to all vendors
2. Shall turn in a list of all vendors for temp. licenses into the Clerk's Office **10 days prior** to the event.
3. Shall be responsible for informing vendors of their sales tax obligations for MO Dept. of Revenue.
4. Shall be responsible for payment, pickup & distribution of temp. licenses to all vendors prior to the event.
These must be hanging during the event. Failure to pay for temp. licenses by Event Sponsor prior to event will result in vendors not being able to set up at the event.

INSURANCE:

You are required to provide the City with a Certificate of Liability Insurance. The Certificate must be provided to the City of Hannibal, **three (3) days before** the date of the event.

1. The Certificate must name the City of Hannibal, Missouri, as:
 - a. **The certificate holder** with the correct address of 320 Broadway, Hannibal, Missouri, 63401; and
 - b. **An additional primary insured**
2. You are required to obtain an **Additional Insured Endorsement** to the liability insurance policy.
The Endorsement shall name the City of Hannibal, Missouri as an additional insured.

INDEMNIFICATION AGREEMENT:

To the fullest extent permitted by law, Hannibal Arts Council (hereinafter, "Organization") shall undertake to indemnify, defend and hold harmless City of and from any all claims, suits, rights of action and demands, including all costs, expenses and reasonable attorney fees associated therewith, in any way connected with or arising out of Organization or its employees, representatives, invitees negligence or willful acts or omissions arising from or in connection with Hannibal Folklife Festival (hereinafter, "Event") and agrees to maintain during the term of the Event Commercial General Liability Insurance for personal injury, property damage and death as required. Organization hereby assumes responsibility for the negligence and willful acts or misconduct of its employees, representatives, and invitees and will indemnify, defend and hold harmless the City against any claims or judgments made by Organization's employees, representatives, and invitees against City arising from the Event. The terms of this provision shall survive the expiration, completion of the Event or earlier termination of this Agreement.

I/we understand that by signing below, I/we represent and warrant to the City that I/we have full and lawful authority to execute and deliver this Agreement and to perform the terms and obligations of this Agreement, and that this Agreement constitutes the legal, valid and binding obligation of Organization, enforceable in accordance with its terms.

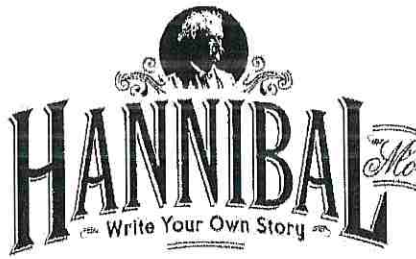
I/we are entering into a binding agreement with the City of Hannibal to comply with all City Ordinances and Special Event Policies and that non-compliance may result in cancellation of the event or denial of permission for future events.

Signature(s):

M. J. G. Hannibal Arts Council

Date:

5/8/26



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.

Michael Gaines

By

Executive Director

Title

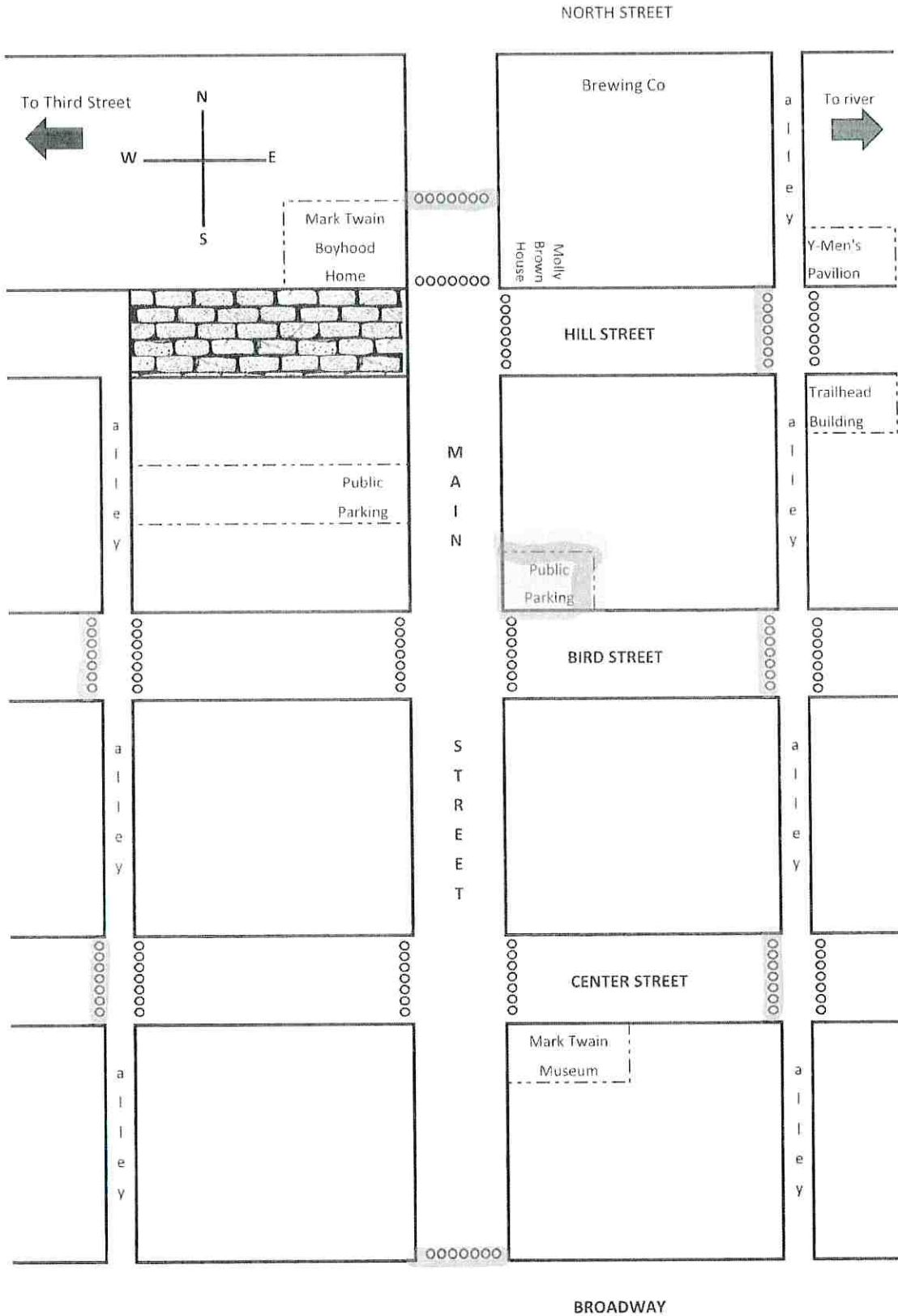
05/07/2026

Date

ATTACHMENT A

HISTORIC DISTRICT - REQUESTED STREET CLOSURES

If you are not using this map due to it not being the accurate area of your event, then you **MUST** submit your own map.



○○○○○○○ Indicates the optional road closures, **ONLY** circle those where you request to have the road closed. It is not optional to block off any further on the North end of Main other than what is listed as an option.



Please complete all information; Incomplete applications will not be processed.

Special Event Application

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

Return to:
Office of the City Clerk
320 Broadway
Hannibal, MO. 63401
(573) 221-0111, Opt. 7
Email to: bdooley@hannibal-mo.gov

APPLICANTS INFORMATION

Company/Organization: Hannibal Community Promotions Group Nonprofit? ☒ Yes ☐ No
Mailing Address: P.O. Box 1475
City: Hannibal State: MO Zip: 63401

EVENT CHAIRPERSON

Name: Mark Kempker Phone: 573-231-6284
Email: mkempker@hannibal-mo.gov

GENERAL EVENT INFORMATION

Name of Event: 4th of July Fireworks
Event Type: ☐ Festival ☐ Parade/Walk/Run ☐ Concert/Performance OR Other: Fireworks Display
Event Date(s): July 4, 2026
Event Start Time / Date: July 4, 2026 @ dusk
Event End Time / Date: July 4, 2026 about 45 mins after start of show
Proposed location* of Event: Lover's Leap
Description of Event: Discharge of Fireworks within city limits by professionals.

Anticipated Attendance: 5,000 Event History: ☐ New ☒ Re-occurring*
If re-occurring, how many years has the event taken place: 20+ Is this an Annual Event? ☒ Yes ☐ No

EVENT DETAILS

Set Up - Date/Time: July 4, 2026 @ Noon Tear Down - Date/Time: July 4, 2026 after show
Contact Person for media/citizen information: Mark Kempker
Phone: (573) 231-6284 Email: mkempker@hannibal-mo.gov

ILLUSTRATIVE SITE MAP – A site map of the event including location(s) of all tents, equipment, and activities must be submitted with this application. If the Main Street Map (Attachment A) provided doesn't work for you, you MUST provide your own, or your application will be denied automatically. We are unable to make a map for you. ☒ Site Map Attached

CLERK'S OFFICE: Council Agenda: ~~06.02.2026~~ 06.16.2026

Notified Organizer/Event Sponsor of Council Agenda date on:

Event added to Special Event Calendar: ☒

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

VENDOR INFORMATION

FOOD AND BEVERAGE VENDORS

Will there be Food &/or Beverage Vendors? ☐ Yes* ☒ No

*If Yes: ☐ Sold ☐ Free ☐ Catered

Will food be prepared on site? (please describe N/A)
N/A

Will alcohol be served? ☐ Yes ☒ No

*If yes, a liquor/caterer's license is required. All vendors selling alcohol will need to be listed (Attachment B) & review the City of Hannibal, Municipal Code, Chapter 3: Alcoholic Beverages. Those vendors selling alcohol who need a permission letter to sell on City property will need to reach out to bdooley@hannibal-mo.gov for their letter after Council has approved the special event.

All food vendors must receive approval from the Marion County Health Department (573) 221-1166.

All food / beverage vendors will still need to be listed on the vendor listing (Attachment B).

All food / beverage vendors must be inspected by the fire department & building inspector.

RETAIL SALES / VENDORS

Will there be retail sales? ☐ Yes* ☒ No If yes, then number of anticipated vendors: N/A

***If yes, then a list of vendors (Attachment B) MUST be submitted to the Clerk's office AT LEAST 10 BUSINESS DAYS PRIOR TO THE EVENT.**

☐ If the Clerk's office does not have this vendor listing within the **10 business days** prior to the event your vendors will **NOT** be able to participate in the event. Upon completion of the vendor list you may email it to Britta, in the City Clerk's Office at bdooley@hannibal-mo.gov.

☐ If the business / group promoting & organizing the event is **for profit**, they must obtain a City of Hannibal Business License. Contact the City Clerk's office, Britta can assist you with getting that set up. You may contact by email at bdooley@hannibal-mo.gov or by phone at (573) 221-0111, opt. 7.

☐ *If yes, retail sales are being made vendors are required to collect and report sales tax to the Missouri Department of Revenue. The Missouri Department of Revenue requires that any vendors selling retail to the public collect and remit sales tax. If vendors need to obtain sales tax license, they can complete and submit the Missouri Special Events Form 2643S to the Missouri Department of Revenue, if vendors have questions they can email them at businesstaxregister@dor.mo.gov. Tax packets may be obtained by calling (573) 751-3505, or by visiting the website at <http://dor.mo.gov>. The event organizer is responsible for providing this information to the vendors.

-The City Council requests that event sponsors be mindful of vendor placements in respect to local businesses (ex: not placing pizza sales in front of a local business who sells pizza).

Clerk's Office Comments:

No objections.

Approved By: Britta Dooley, Office Manager

Britta Dooley, Office Manager
Britta Dooley, Office Manager (May 27, 2026 17:23:34 CDT)

Date of Approval:

05/27/2026

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

FIRE SERVICES

GENERAL

This emergency action plan predetermines actions to take before & during the event in response to an emergency or otherwise hazardous conditions. These actions represent those required prior to the event in preparation for those required during an emergency.

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 may be required. The types of emergencies possible vary & could require the response of Fire & Rescue, Emergency Medical Services & Police.

All questions & inquiries should go through the Hannibal Fire Department @ (573) 221-0657.

EAP REPRESENTATIVE / CONTACT

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

Primary Contact: Mark Kempker

Cell #: (573) 231-6284

Secondary Contact: Jacob Nacke

Cell #: (573) 719-0035

MEDICAL

Are there limited provisions for on-site Emergency Medical Services at this event? ☒ Yes ☐ No

Will there be a first aid station on site? ☒ Yes ☐ No

Will on-site EMS be provided? ☒ Yes* ☐ No, we will use 911 Dispatch

If yes, contact name: Hannibal Fire Dept./EMS & HPD on Site

Cell #: _____

FIRE

Has a specific hazard been identified as an increased risk of fire at this event? ☒ Yes* ☐ No

If yes, what has been identified? Explosive Ordinance / Fireworks Discharge

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

Fire lanes & fire hydrants should not be obstructed at any time during the event.

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, & contact name with a good call back #.

OPEN FLAMES

Will there be open flames? ☒ Yes* ☐ No *If yes, what will open flame usage be? (check all that apply)

☐ Grilling/BBQ ☐ Deep Fryer ☒ Activity/ Entertainment Other: Fireworks

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

FIREWORKS

A fireworks show or display **MUST** be conducted by an independent fireworks operator approved by the Missouri Division of Fire Safety.

Fire Department Comments:

We will provide a truck and 2 personnel for the event.

Approved By: Ryan Neisen, Fire Chief

Date of Approval:

05/28/2026

Ryan Neisen (May 28, 2026 07:47:12 CDT)

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

PUBLIC SAFETY

If your Special Event involves a parade, City Ordinance requires that you obtain a permit from the Police Department, after Council approval, but prior to your event. Upon completion of your Special Event application approximately 10 days prior to the event Hannibal Police Department will be reaching out to the Event Coordinator to review Public Safety Plans & Procedures.

EMERGENCY NOTIFICATION

Will on-site security be provided? ☒ Yes* ☐ No

*If yes, please provide the contact name: HPD as needed/necessary #: (573) 221-0987

The City of Hannibal does not provide Security, it will be the responsibility of the event sponsor to hire out their security.

SEVERE WEATHER

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

Before the event - If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions & 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 & during the event.

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 & direct them to shelter.

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

LAW ENFORCEMENT

Has a need for constant Law Enforcement presence been identified at this event? ☐ Yes ☒ No

Should an incident occur that requires Law Enforcement, the Safety Plan is to use:

☐ On-site Security or ☒ 911 Dispatch for Law Enforcement

*If using 911 the caller will have the nature of the emergency, precise location, & a contact name & number ready.

Crowd control will be managed by: ☒ Staff ☐ On-site Security

The Event Sponsor understands that it is important that there is access to emergency vehicles & that this is maintained at all times.

HPD Assistance Requested: _____

Police Department Comments:

No issues

Approved By: Lieutenant Matt Wilt

Date of Approval:

05/27/2026


LT Matt Wilt (May 27, 2026 19:31:53 CDT)

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

STREETS

STREET CLOSURES

Will this event require any street closures? ☒ Yes* ☐ No

Requested Road Closure Dates/Times: Just the closure of Lovers Leap is being requested starting at noon on July 4, 2026.

If you're requesting a road closure & the area you're requesting to block off is outside of the map provided in this packet, then you **MUST** provide your own map. Your requested road closures will need to be marked on the map you've turned in with your packet to be presented to the Council. If you are requesting to block off area included in the map provided, then only the barricades/road closures optional are presented on the map for you, as you will just need to circle those you wish to have.

There is absolutely NO stakes allowed to be hammered into City owned parking lots, sidewalks or roads.

HANDICAP PARKING

*If your event requires street closures, will there be additional parking areas restricted for handicap only parking?

☐ Yes ☒ No

*If yes, please include on your map or provide an additional map showing designated handicap only parking.

Will your event require the use of sandwich board signs? ☐ Yes* ☒ No

*If yes, date/time of board placement: N/A

*If yes, date/time requested to be on sandwich boards: N/A

WASTE REMOVAL

☒ Event Sponsor **MUST** take care of all trash inside the blocks they request to close down for their event.

☒ It is the responsibility of the Event Sponsor to ensure that city trash cans are monitored & emptied during the event in the event area and in any closed dedicated blocks.

*The City will monitor & empty trash cans outside the event area.

Will this event require the need for use of the City's roll off dumpster? ☐ Yes ☒ No

*If yes, this will require a \$600.00 pre-paid fee for the use of the 30 Yard Roll off dumpster.

-Payment **MUST** be made 10 days prior to the event, in the City Clerk's Office.

It is the responsibility of the event organizer to ensure trash is picked up during and at the conclusion of the event. The event organizer is responsible for all trash on the event site and any trash associated with the event, event patrons or spectators that impact the area.

Street Department Comments:

no issues

Approved By: Aaron Davis, Streets Supervisor

Date of Approval: ^{05/2}

Aaron Davis, Street Supervisor

05/29/2026

Aaron Davis, Street Supervisor (July 29, 2025 10:26:38 CDT)

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

PARKS

PARK RENTALS

Will this event require the use of one of the Park areas/facilities? ☒ Yes* ☐ No

*If yes, then you must have rented the park area/facility through the Hannibal Parks & Recreation Department.

Name of Park/Facility Rented: Lover's Leap

Date/Times Rented: July 4, 2026 NOON - Midnight

If you have not yet rented your park area/facility you may do so by going to <https://hannibalparks.recdesk.com/Community/Facility>

For assistance you can reach the Parks & Recreation Department at (573) 221-0154.

RESTROOM FACILITIES

The City does not supply Port-A-Potties. If portable restroom facilities are needed the event organizer will need to supply those.

Parks Department Comments:

This is using a park area. Will be shut down whenever deemed appropriate.

Approved By: Chad Collier, Assistant Director of Central Services-Parks

Date of Approval:

Chad Collier, Assistant Director of Central Services-Parks
Chad Collier, Assistant Director of Central Services-Parks (May 28, 2026 09:26:51 CDT)

05/28/2026

DPW

DPW Comments:

Approved By: Mark Kempker, Assistant Director of Central Services-DPW Division

Date of Approval:

HCVB

Tourism Comments:

No concerns

Approved By: Trisha O'Cheltree, Director of Tourism

Date of Approval:

Trisha O'Cheltree, Director of HCVB
Trisha O'Cheltree, Director of HCVB (May 28, 2026 08:00:39 CDT)

05/28/2026

APPLICATIONS ARE DUE 15 BUSINESS DAYS PRIOR TO EVENT!

BOARD OF PUBLIC WORKS

ELECTRICAL

Is temporary electric needed? ☐ Yes ☒ No

For temporary electric utility service for Festivals/Events, the Event Sponsor **MUST** contact the Hannibal Board of Public Works 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 Street are **NOT** for vendor use & will not be energized during events.

Service call outs determined to be the fault of the vendor are at the Event Sponsor's expense and will be billed in accordance with the HBPW's Schedule of Rates and Fees.

Meter Fee and prepayment of usage is required. Any overpayment will be refunded.

*For electric utility service at any of the Park areas/facilities, the Event Sponsor should contact the Parks & Recreation Department at (573) 221-0154.

WATER

Is the temporary use of water from a fire hydrant needed? ☐ Yes ☒ No

For use of water at a fire hydrant, the Event Sponsor must contact the Hannibal Board of Public Works 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.

*For water service at any of the Park areas/facilities, the Event Sponsor should contact the Parks & Recreation Department at (573) 221-0154.

Board of Public Works Comments:

No issues.

Approved By: Darrin Gordon, HBPW General Manager

Date of Approval:

Darrin Gordon, HBPW General Manager

05/29/2026

Darrin Gordon, HBPW General Manager (May 29, 2025 11:55:30 CDT)

CITY MANAGER

City Manager Comments:

N/A

Approved By: Andy Dorian, City Manager

Date of Approval:

Andrew Dorian

05/27/2026

INSURANCE

In consideration of holding the event and using City property, the applicant agrees to provide general liability Insurance and indemnify, defend, and hold the City of Hannibal harmless as set forth in the Insurance Requirement Policy. A copy of the insurance policy with all required endorsements must be provided to the City of Hannibal **(3) days before** the date of the event. (See Attachment I for sample)

JN _____ (INITIALS)

AGREEMENT

Name of Event: Hannibal's 4th of July Fireworks Display

Date(s) of Event: 07/04/2026

As coordinator(s) of this event, I (we) have reviewed all regulations and guidelines and, on behalf of the Organization hosting the event agree to comply with City Ordinances and the requirements of this SPECIAL EVENT PACKET and below as they apply to this event.

SAFETY:

- 1 Shall maintain adequate space for emergency vehicle access (fire, ambulance and police throughout the designated area) at all times.
- 2 Shall comply with regulations provide by departments of the City.
- 3 Shall provide detailed event site map with application.
- 4 Shall provide EAP contacts & Emergency Plan on application & have reviewed the Safety Plan with HPD prior to event.

Trash/Cleanup:

1. Shall be responsible for all trash cleanup inside events designated area during event.
2. Shall be responsible for arranging general cleanup of designated event area and areas adjoining event area
3. Shall be responsible for Maintaining/ monitoring/ emptying trash cans during event in designated area.

TAXES, LICENSES, FEES AND PERMITS:

1. Shall distribute guidelines/requirements to all vendors
 2. Shall turn in a list of all vendors for temp. licenses into the Clerk's Office **10 days prior** to the event.
 3. Shall be responsible for informing vendors of their sales tax obligations for MO Dept. of Revenue.
 4. Shall be responsible for payment, pickup & distribution of temp. licenses to all vendors prior to the event.
- These must be hanging during the event. Failure to pay for temp. licenses by Event Sponsor prior to event will result in vendors not being able to set up at the event.

INSURANCE:

You are required to provide the City with a Certificate of Liability Insurance. The Certificate must be provided to the City of Hannibal, **three (3) days before** the date of the event.

1. The Certificate must name the City of Hannibal, Missouri, as:
 - a. **The certificate holder** with the correct address of 320 Broadway, Hannibal, Missouri, 63401; and
 - b. **An additional primary insured**
2. You are required to obtain an **Additional Insured Endorsement** to the liability insurance policy.
The Endorsement shall name the City of Hannibal, Missouri as an additional insured.

INDEMNIFICATION AGREEMENT:

To the fullest extent permitted by law, Hannibal Community Promo Group (hereinafter, "Organization") shall undertake to indemnify, defend and hold harmless City of and from any all claims, suits, rights of action and demands, including all costs, expenses and reasonable attorney fees associated therewith, in any way connected with or arising out of Organization or its employees, representatives, invitees negligence or willful acts or omissions arising from or in connection with Fireworks Display (hereinafter, "Event") and agrees to maintain during the term of the Event Commercial General Liability Insurance for personal injury, property damage and death as required. Organization hereby assumes responsibility for the negligence and willful acts or misconduct of its employees, representatives, and invitees and will indemnify, defend and hold harmless the City against any claims or judgments made by Organization's employees, representatives, and invitees against City arising from the Event. The terms of this provision shall survive the expiration, completion of the Event or earlier termination of this Agreement.

I/we understand that by signing below, I/we represent and warrant to the City that I/we have full and lawful authority to execute and deliver this Agreement and to perform the terms and obligations of this Agreement, and that this Agreement constitutes the legal, valid and binding obligation of Organization, enforceable in accordance with its terms.

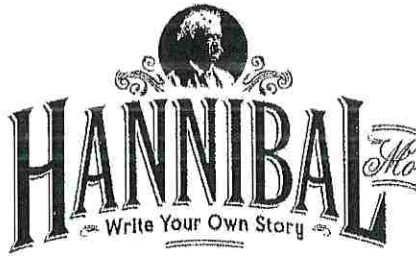
I/we are entering into a binding agreement with the City of Hannibal to comply with all City Ordinances and Special Event Policies and that non-compliance may result in cancellation of the event or denial of permission for future events.

Signature(s):



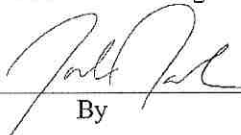
Date:

05/27/2026



Hold Harmless and Insurance Requirements

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


By
President HCPG

05/27/2026

Title

Date

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 O'Brien Insurance 104 EAST STATE STREET CAMP POINT IL 62320		CONTACT NAME: Paula O'Dear PHONE (A/C, No. Ext): (217) 593-8816 E-MAIL: podear@adams.net ADDRESS: PAX (A/C, No): (217) 593-6504	
INSURED Fireworks Authority Inc. 3100 Broadway #1004 Quincy IL 62301		INSURER(S) AFFORDING COVERAGE INSURER A: National Fire & Marine Insurance Company INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	72LPS054875	03/15/2026	03/15/2027	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ \$1000 Ded					GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Liability \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	8JUB-A385287-3-25	03/15/2026	03/15/2027	EACH OCCURRENCE \$ AGGREGATE \$ ☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Blanket Additional Insured Applies To General Liability

Additional Insured: City of Hannibal, MO

Show Date: 7/4/2026

CERTIFICATE HOLDER

CANCELLATION

Hannibal Community Promotion Group 320 Broadway St. 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 <i>George O'Brien</i>
---	--

CUSTOMER/BUYER

Hannibal Community Promotions Group NFP, Inc.
 320 Broadway
 Hannibal, MO 63401

Contract Date: 1/9/26

CONTRACT

3100 Broadway St. #1004 • Quincy, IL 62301

217-267-7400

www.fireworksauthority.com

info@fireworksauthority.com

Show Date: 7/4/256 Show Time: _____

This agreement is made on the above date between Fireworks Authority, Inc. and Hannibal Community Promotions Group NFP, Inc. (Customer).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows: Customer agrees to purchase the package display as attached to this sheet for the sum of: \$22,103.00 or accept a 7.5% discount if 50% paid down upon signing of this contract by 3/1/25, and the balance paid 10 days prior to the show. Total with discount is \$20,455.00.

1. Fireworks Authority, Inc. reserves the right to make substitutions of equal or greater dollar value in the event that some of the materials are unavailable. Customer agrees to return all unused materials and equipment to Fireworks Authority, Inc., undamaged, or if damaged or not returned, to pay for the same.
2. In the event that Fireworks Authority, Inc. determines that weather conditions on the presentation date are not suitable, the presentation shall take place on the next suitable night. If there is such a postponement, Customer agrees to pay Fireworks Authority, Inc., in addition to the above, any additional expenses incurred by Fireworks Authority, Inc.
3. Customer understands that Fireworks Authority, Inc. is not a manufacturer of the materials governed by this agreement. As such, Fireworks Authority, Inc. makes no representation or warranties of any kind or nature with respect to the quality of the materials used. All materials sold hereunder carry no warranty of merchantability or fitness for a particular purpose, and are sold "as is." Customer acknowledges that it is not relying on any representations or assertions by Fireworks Authority, Inc. with respect to the quality of the materials sold herein. Customer further acknowledges it is relying solely upon its examination and or testing of such materials. In no event shall Fireworks Authority, Inc. be liable for any loss, resulting from malfunction or non-delivery of materials, in any amount greater than the actual cost of such materials.
4. Customer represents to Fireworks Authority, Inc. that it is familiar with all legal requirements of the jurisdiction where the presentation will take place regarding this type of fireworks presentation. Customer further agrees to secure, at its expense, all permits and approvals that may be required by any law, regulation, code or local ordinance of the jurisdiction where the presentation will take place.
5. Customer agrees to provide a safe-zone security area for the presentation. This zone must meet NFPA Standards for the safe-zone and fall-out of debris. Those standards call for a safe-zone of 70 feet per inch of shell, with a minimum distance of 300 feet in any direction. Fireworks Authority, Inc. assumes no liability for damages of any kind or nature within this designated area. Customer agrees to post appropriate no-entry warning signs near the perimeter of this area.
6. Customer agrees to indemnify and hold Fireworks Authority, Inc. harmless for any loss, damages, claims or demand whatsoever arising out of Customer's activities under this contract, including, but not limited to claims of Customer's employees (whether as a worker's compensation claim, third-party claim or otherwise). In no event shall Fireworks Authority, Inc. be liable to Customer for any loss of profits, or other economics loss, arising out of any claim breach of obligations herein. It is agreed that Customer's damages under this contract are limited to the sums paid hereunder, which sum shall be deemed to be liquidated damages in full satisfaction. Fireworks Authority, Inc. is called upon to defend itself against any claims made against it as a result of any actions on part of Customer. Customer agrees to reimburse Fireworks Authority, Inc. for all costs associated with the defense of that claim, including attorney's fees and court costs.
7. If Customer fails to make payments as called for herein, customer agrees to pay, a two percent (2%) per month late payment fee on any outstanding balance, until paid in full. Time is of essence of this contract. If Fireworks Authority, Inc. is required to initiate collection proceedings against Customer, Customer shall be liable for the payment of all of Fireworks Authority, Inc. collection cost, including attorney's fees. Customer agree that Adams County, Illinois is the proper venue to litigate any collections proceedings under this contract, and Customer hereby agrees to submit to the jurisdiction of the Court of competent jurisdiction of Adams County, Illinois for such purposes.

IN WITNESS WHEREOF, This contract is executed in duplicate on the date shown above


 Fireworks Authority, Inc.


 Customer/Buyer Signature

BILL NO. 26-009

ORDINANCE NO. 5026

FIRST READING 06.16.2026

SECOND READING 07.07.2026

AN ORDINANCE REVISING CHAPTER 16 - MISCELLANEOUS PROVISIONS AND OFFENSES, ARTICLE IV. - OFFENSES AGAINST PUBLIC MORALS, DIVISION 2. - SALE, POSSESSION OR CONSUMPTION OF ILLEGAL SUBSTANCES, BY REVOKING EXISTING SEC 16-138 AND ENACTING A NEW SEC 16-138, DEFINITIONS

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

Section 1. WHEREAS, the Definitions under Sec 16-138 of Chapter 16 - Miscellaneous Provisions and Offenses, Article IV. - Offenses Against Public Morals, Division 2. - Sale, Possession or Consumption of Illegal Substances has not been amended or reviewed since 2011.

AND WHEREAS, further the Council has concerns regarding new mind-altering substances which fall under the definition of mind-altering substance, but which are not specifically mentioned in the definitions;

AND WHEREAS, since the enactment of that ordinance the voters of Missouri have enacted a constitutional change which has allowed consumption of marijuana, and while the definition of mind altering substance could be construed to cover marijuana, and it is therefore necessary to amend the definitions to specifically exempt marijuana from this ordinance.

NOW THEREFORE, the City Council hereby revises Chapter 16 – Miscellaneous Provisions and Offenses, Article IV. - Offenses Against Public Morals, Division 2. - Sale, Possession or Consumption of Illegal Substances, by revoking Chapter 16-138 and enacting a new Section 16-138:

Section 2 That Section Sec. 16-138 is revoked and a new section Sec. 16-138 is created as follows:

Sec. 16-138. - Definitions.

Mind-altering substances means any substance whether described as tobacco, herbs, incense, spice, salts, bath salts, Kratom, 7-OH or any other description or blend thereof, regardless of whether the substance is marketed for the purpose of being smoked or for human consumption, which if smoked burned, inhaled or taken orally causes intoxication,

euphoria, or any other mind-altering effect. For purposes of this division, "mind-altering substances" shall not include medication for which the possessing party holds a valid prescription, marijuana, or beer, wine, or intoxicating liquor as defined in chapter 3 of this Code.

Person means an individual, corporation, partnership, wholesaler, retailer or any licensed or unlicensed business.

(Ord. No. 4568, § 1, 4-5-2011)

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

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

Approved on this 7th day of July, 2026.

Adopted on this 7th day of July, 2026.

Darrell McCoy, Mayor

Attest:

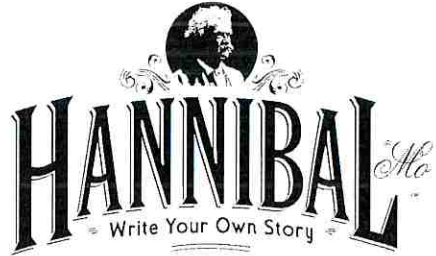
Melissa Cogdal, City Clerk

Andrew Dorian
City Manager
City of Hannibal
320 Broadway
Hannibal, MO 63401

Ph: 573-221-0154

Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



TO: City Clerk, City Council and Mayor

FROM: Andrew Dorian

DATE: 6/9/2026

RE: 2924 Kenwood Lot Purchase

The City recently went out for bid for the sale of 2924 Kenwood which is a City owned empty lot. We had one bidder with the high bid of \$1,000 submitted by Janette Crane.

The City recommends the sale of this lot to Janette Crane.

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

COVENANTS AND RESTRICTIONS

1. The property shall be kept maintained in accordance with the requirements of applicable laws and ordinances. The property shall be kept mowed at a minimum to the standards established by ordinance. Any structures on the home shall be maintained in such a manner as to comply with all applicable ordinances, and under no circumstances shall they be allowed to reach the status of a common law public nuisance or a nuisance in violation of Hannibal City Ordinances.

2. The property shall be utilized on in accordance with the laws of the State of Missouri and the zoning ordinances of the City of Hannibal. No unlawful uses shall be allowed.

RESOLUTION NO. 2617-26

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR
TO EXECUTE A SPECIAL WARRANTY DEED TO JANETTE CRANE FOR
THE SALE OF CITY OWNED PROPERTY LOCATED AT 2924 KENWOOD IN
THE AMOUNT OF \$1,000.**

WHEREAS, the City of Hannibal is the owner of a vacant lot at 2924 Kenwood,
and

WHEREAS, Janette Crane submitted the high bid of \$1,000 to purchase this
property, and

WHEREAS, a list of covenants and restrictions will be placed on this property,
and

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

SECTION ONE: That the Mayor is hereby authorized to execute a contract on behalf of
the City of Hannibal for the sale of a vacant lot at 2924 Kenwood in the amount of
\$1,000 to Janette Crane.

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

ADOPTED THIS 16th DAY OF JUNE, 2026.

APPROVED THIS 16th DAY OF JUNE, 2026.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

BID PROPOSAL

2924 Kenwood Bid

Proposal of \$ 1,000.00 (hereinafter referred to as "Bidder"),

1. Minimum Bid for the project is \$600. The City will reject any and all bids submitted under \$600.
2. The City is selling the property "As Is".
3. Sealed Bids will be submitted in a sealed envelope labeled "2924 Kenwood" to the City Clerks Office by Thursday, June 4th at 1PM at which time they will be publicly opened and read aloud.
4. Interested buyers cannot purchase a City Property if they have received a property maintenance code violation in the last year.
5. Interested buyers cannot purchase a City Property if they own a property that is currently on the Building Commission list.
6. Interested buyers cannot purchase a City Property if they have a City lien against a current or former property.

TOTAL BID OFFER 2924 Kenwood
\$ <u>1,000.00</u>

Total in Words

One thousand dollars and 00/100

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

Janette A. Crane
Contact Name

2922 Kenwood Ave. Hannibal mo 63401
Address City State Zip

N/A
Telephone

N/A
Fax Number

(573) 822-4689
Cell Number (If Applicable)

N/A
website address

Janettecrane77777@gmail.com
email address

Signature of Authorized Official

May 13, 2026
Date Signed

Print or Type Name and Title

MEMORANDUM

To: Mayor and Members of the City Council

From: Andy Dorian, City Manager

Date: 6/11/2026

Subject: Recommendation to Approve Grant Agreement with the U.S. Army Corps of Engineers

Background

The City of Hannibal has been presented with a grant agreement from the U.S. Army Corps of Engineers (USACE), Rock Island District, for design and construction assistance related to Phase III of the City's stormwater collection system replacement project along Mark Twain Avenue, identified as the *Hannibal Storm Sewer Development Project*.

This agreement is authorized under Section 8353 of the Water Resources Development Act of 2022, which provides federal support for environmental infrastructure projects in Northern Missouri.

Key Terms of the Agreement

- **Total Project Cost (Estimated):** \$5,333,000
- **Federal Share:** Up to 90% of eligible project costs (due to economically disadvantaged community designation)
- **Maximum Federal Funding:** \$4,800,000
- **Local Share Responsibility:** Approximately 10% of eligible costs, plus any costs exceeding the federal funding cap

The City will serve as the **Non-Federal Sponsor** and is responsible for:

- Project design and construction
- Securing permits and maintaining compliance with federal regulations
- Providing long-term operation and maintenance at no cost to the federal government
- Covering any costs beyond the federal funding limit

The USACE will:

- Provide reimbursement for eligible costs (up to 90%)
- Conduct environmental compliance and inspections

RESOLUTION NO. 2618-26

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE U.S. ARMY CORPS OF ENGINEERS FOR THE HANNIBAL STORM SEWER DEVELOPMENT PROJECT

WHEREAS, the City of Hannibal has been presented with a grant agreement from the U.S. Army Corps of Engineers, Rock Island District, for design and construction assistance related to Phase III of the City's stormwater collection system replacement project along Mark Twain Avenue, identified as the *Hannibal Storm Sewer Development Project*; and

WHEREAS, the agreement is authorized under Section 8353 of the Water Resources Development Act of 2022, which provides federal support for environmental infrastructure projects in Northern Missouri; and

WHEREAS, the estimated total project cost is \$5,333,000, with the federal share being up to ninety percent of eligible project costs, not to exceed \$4,800,000; and

WHEREAS, the City's local share responsibility is approximately ten percent of eligible project costs, together with any costs exceeding the federal funding limit; and

WHEREAS, under the terms of the agreement, the City will serve as the Non-Federal Sponsor and will be responsible for project design and construction, securing permits, complying with applicable federal requirements, providing long-term operation and maintenance at no cost to the federal government, and covering any costs beyond the federal funding limit; and

WHEREAS, the City and the Board of Public Works recommend approval of the agreement and authorization for the Mayor to execute the grant agreement and any additional corresponding documents with the U.S. Army Corps of Engineers.

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

SECTION 1. Approval of Agreement.

The City Council hereby approves the grant agreement with the U.S. Army Corps of Engineers, Rock Island District, for the Hannibal Storm Sewer Development Project, Phase III.

SECTION 2. Authorization to Execute Documents.

The Mayor is hereby authorized to execute the grant agreement and any and all additional documents necessary or appropriate to carry out the intent of this Resolution, including documents related to reimbursement, and project administration.

SECTION 3. Effective Date.

This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED THIS 16th DAY OF JUNE, 2026.

APPROVED THIS 16th DAY OF JUNE, 2026.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF HANNIBAL, MISSOURI
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
**NORTHERN MISSOURI ENVIRONMENTAL INFRASTRUCTURE
HANNIBAL, MISSOURI STORM SEWER DEVELOPMENT PROJECT**

THIS AGREEMENT is entered into this ____ day of _____, 2026, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for **Rock Island District** (hereinafter the "District Commander") and the **City of Hannibal, Missouri** (hereinafter the "Non-Federal Sponsor"), represented by its **Mayor**.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design and construction assistance for publicly owned, non-Federal water-related environmental infrastructure and resource protection and development projects in Northern Missouri, including projects for wastewater treatment and related facilities, water supply and related facilities, and surface water resource protection and development pursuant to Section 8353 of the Water Resources Development Act of 2022, Public Law 117-263, as amended (hereinafter "Section 8353");

WHEREAS, Section 8353(d)(3) provides that the Federal share of project costs under each agreement entered into under Section 8353 shall be 75 percent, which may be in the form of reimbursements;

WHEREAS, notwithstanding Section 8353(d)(3)(A), in accordance with Section 160 of WRDA 2020 (33 U.S.C. 2201 note), the Project benefits an economically disadvantaged community as defined by the Assistant Secretary of the Army (Civil Works), and as such, Section 8353(d)(3)(E) specifies the Federal share shall be 90 percent of the project costs;

WHEREAS, as of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is \$4,800,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" refers to the portion of Phase III of the City of Hannibal's stormwater collection system replacement project, as generally described in the Northern Missouri Environmental Infrastructure Letter Report, Hannibal, Missouri Storm Sewer Development dated May 2025, and approved by the Division Commander for the Mississippi Valley Division on June 2, 2025.

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "project costs" means all costs incurred by the Government and the Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes the Government's costs for conducting environmental compliance activities, providing management oversight and technical assistance, as needed, preparing monthly financial reports, reviewing design work, appraisals, and invoices provided by the Non-Federal Sponsor, conducting periodic inspections during construction, and any other costs incurred by the Government pursuant to the provisions of this Agreement; the Non-Federal Sponsor's eligible costs for engineering, design, construction, and supervision and administration; the Non-Federal Sponsor's eligible costs for providing real property interests and relocations, and performing permit work; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; audits; betterments; or the Non-Federal Sponsor's cost to negotiate this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "betterment" means a difference in the design or construction of an element of the Project that results from applying standards that the Government

determines exceed those that the Government would otherwise apply to design or construction of that element.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. As of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is limited to \$4,800,000. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this amount.

B. The Non-Federal Sponsor shall design and construct the Project in accordance with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto and the following:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of the Project. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D.

2. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all design work, including relevant plans and specifications, and related contract solicitations, prior to the Non-Federal Sponsor's issuance of such solicitations. In addition, until the Government has provided written confirmation that environmental compliance has been completed, the Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the Project or commence construction of the Project using its own forces.

3. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, operation and maintenance of the Project and for ensuring compliance with all requirements of such permits and licenses.

4. The Non-Federal Sponsor shall establish and maintain such legal and institutional structures as necessary to ensure the effective long-term operation of the Project at no cost to the Government.

5. Upon completion of design, the Non-Federal Sponsor shall furnish the Government with copies of the completed design.

6. The Non-Federal Sponsor shall operate and maintain the Project at no cost to the Government. The Non-Federal Sponsor shall furnish the Government with a copy of the as-built drawings for the completed work.

7. No more frequently than every 30 calendar days, the Non-Federal Sponsor shall provide the Government an invoice with the documentation required by Article V for the Government to determine whether costs incurred by the Non-Federal Sponsor are eligible for inclusion in project costs. Following completion of the Project, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection of the Project. No later than 60 calendar days after the Government conducts the final inspection, the Non-Federal Sponsor shall provide its final invoice, unless an extension is requested by the Non-Federal Sponsor in writing and approved by the Government.

C. Using information developed and provided by the Non-Federal Sponsor, the Government shall ensure environmental compliance activities necessary to achieve compliance with all applicable environmental laws and regulations for design and construction of the Project are completed prior to initiation of construction. The Government will notify the Non-Federal Sponsor in writing when such compliance has been completed.

D. The Government may perform periodic inspections to verify the progress of construction and that work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis during design and construction of the Project. Further, the Government shall perform a final inspection to verify satisfactory completion of the Project.

E. Subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall be responsible for 90 percent of project costs, with reimbursement for costs incurred by the Non-Federal Sponsor determined in accordance with this paragraph. The Government shall review each invoice provided by the Non-Federal Sponsor and, based on the procedures, requirements, and conditions provided in Article V, shall determine the costs, or portion thereof, that are eligible for inclusion in project costs. To the maximum extent practicable, within 30 calendar days of receipt of each invoice, the Government, subject to the availability of Federal funds, shall reimburse the Non-Federal Sponsor for 90 percent of the Non-Federal Sponsor's eligible costs included in each invoice, less 10 percent of the costs incurred by the Government during that same invoice period. The Government shall provide a written explanation to the Non-Federal Sponsor for costs it determines are not eligible for inclusion in project costs.

F. The Government shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended (54 U.S.C. 300101-307108), prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including the identification and treatment of historic properties as those properties are defined in the NHPA and the

mitigation of adverse effects other than data recovery, as the Government determines necessary and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of such costs, shall be included in project costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the funds are not expressly prohibited from such use and the Federal agency providing the funds verifies in writing that the funds are otherwise eligible to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefore.

H. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan, including appropriate engineering plans and specifications.

I. If the Non-Federal Sponsor elects to include betterments in the design or construction of the Project, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without reimbursement by the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government and the Non-Federal Sponsor shall jointly determine the real property interests required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps as appropriate, of such real property interests. Prior to the Non-Federal Sponsor initiating acquisition of such real property interests or initiating construction on real property interests it already owns or controls, the Non-Federal Sponsor, in accordance with Article IV.A., shall investigate to verify that HTRW does not exist in, on, or under the real property interests required for the construction, operation, and maintenance of the Project. Subject to the requirements in Article IV.B., the Non-

Federal Sponsor shall acquire such real property interests and notify the Government in writing when such interests have been acquired. The Non-Federal Sponsor shall ensure all such real property interests required for the Project are retained in public ownership.

B. The Government and the Non-Federal Sponsor shall jointly determine the relocations required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps and plans and specifications, as appropriate, for such relocations. Upon written confirmation by the Government, the Non-Federal Sponsor shall perform or ensure performance of such relocations and notify the Government in writing when such relocations have been accomplished.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) displaced persons will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, the Non-Federal Sponsor shall provide written notice to the Government within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the

Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered in, on, or under real property interests the Non-Federal Sponsor owns or controls or after acquisition of the real property interests, no further Project activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including reimbursements pursuant to Article II.E.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE V - DETERMINATION OF ELIGIBLE NON-FEDERAL SPONSOR COSTS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in project costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in project costs the value of required real property interests acquired from private owners after the effective date of this Agreement except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for inclusion in project costs. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional

Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor concludes the acquisition of the interest. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for valuation purposes.

(3) The Government shall include in the project costs the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for valuation purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value

of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. The Government may approve exceeding the \$15,000 threshold, up to an amount of \$35,000, if the Non-Federal Sponsor offers the owner the option of having the Non-Federal Sponsor appraise the real property interest.

(2) if the Non-Federal Sponsor determines that the acquisition is uncomplicated, has a low fair market value, and the Non-Federal Sponsor offers the owner the option to have the property appraised, the Non-Federal Sponsor may request in writing approval to use a waiver valuation for properties with estimated values of more than \$35,000 and up to \$50,000. If use of a waiver valuation is approved by the Government, the Non-Federal Sponsor shall provide a report measuring the cost and time benefits, condemnation rate, settlement rate, and other relevant metrics to document the administrative savings, accuracy, and efficacy of the use of the waiver valuation.

d. Incidental Costs. The Government shall include in project costs eligible incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs after the effective date of this Agreement in acquiring required real property interests from private owners. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Except for permit work pursuant to Article V.A.4., any publicly owned real property interests required for the Project will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in project costs eligible costs of required relocations performed by the Non-Federal Sponsor after the effective date of this Agreement.

a. For a relocation other than a highway, eligible costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, eligible costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Missouri would apply

under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. Design and Construction Work. The Government shall include in project costs eligible costs of the design and construction work performed by the Non-Federal Sponsor after the effective date of this Agreement.

a. The Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the amount of eligible costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in project costs: interest charges, or any adjustment to reflect changes in price levels after completion of the design or construction work; costs that exceed the Government's estimate of the cost for such design and construction work; design or construction work obtained at no cost to the Non-Federal Sponsor; or any construction work initiated prior to completion of environmental compliance.

4. Permit Work. The Government shall include in project costs eligible costs of permit work performed by the Non-Federal Sponsor after the effective date of this Agreement. Eligible costs shall be equivalent to the direct costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in obtaining all permits and licenses necessary for design and construction of the Project, including the permits necessary for construction, operation, and maintenance of the Project on publicly owned or controlled real property interests. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees involved in obtaining such permits. Failure to comply with these permits and licenses may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for design and construction of the Project in project costs.

5. Compliance with Federal Labor Laws. In undertaking construction and relocations, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). The Non-Federal Sponsor's failure to comply with these laws may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of the Project in project costs.

6. Compliance with Build America Buy America Act. In undertaking construction and relocations, the Non-Federal Sponsor shall comply with the Build America Buy America Act (Division G, Title IX of Public Law 117-58). The Non-Federal Sponsor's failure to comply may result in the Government denying, in whole or in part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of the Project in project costs.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and permit work that exceed 10 percent of project costs, and any such excess amount cannot be applied towards the non-Federal cost share for another project; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

ARTICLE VI - ACCOUNTING

A. As of the effective date of this Agreement, project costs are projected to be **\$5,333,000**, with the amount of Federal funds available for such work limited to **\$4,800,000**. Costs incurred by the Government are projected to be **\$175,000**. Costs incurred by the Non-Federal Sponsor are projected to be **\$5,158,000**, which includes eligible design and construction work after the effective date of this Agreement projected to be **\$5,158,000**, eligible real property interests projected to be **\$0.00 (Zero)**, eligible relocations projected to be **\$0.00 (Zero)**, and eligible permit work projected to be **\$0.00 (Zero)**. Reimbursements pursuant to Article II.E. for eligible costs incurred by the Non-Federal Sponsor are projected to be **\$4,625,000**. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly financial reports setting forth the estimated project costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government to date; costs incurred by the Non-Federal Sponsor to date; the total amount of reimbursements made to the Non-Federal Sponsor to date; and the balance of the Federal funds available for the Project.

C. After the Non-Federal Sponsor has provided its final invoice to the Government, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. As a part of the final accounting, the Government will determine the total reimbursable amount by taking 90 percent of eligible costs incurred by the Non-Federal Sponsor, less 10 percent of the costs incurred by the Government for the Project. Should the final accounting determine that funds in excess of the total reimbursable amount have been reimbursed to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such

excess reimbursement by delivering a check payable to "FAO, USAED, Rock Island (B5)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the reimbursements provided to the Non-Federal Sponsor are less than the total reimbursable amount, then subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall reimburse the Non-Federal Sponsor for the amount equal to such difference.

ARTICLE VII - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate this Agreement. If the Government determines that the Federal funds available for the Project will be exhausted prior to completion of the Project, the Government shall notify the Non-Federal Sponsor and the Non-Federal Sponsor may continue with design and construction of the Project, at no cost to the Government, and with no further participation in the Project by the Government.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from any and all damages arising from design, construction, or operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal

Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in project costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

**Mayor
City of Hannibal, Missouri
320 Broadway
Hannibal, MO 63401**

If to the Government:

**District Commander
U.S. Army Corps of Engineers, Rock Island District
PO Box 2004
Rock Island, IL 61204-2004**

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF HANNIBAL, MISSOURI

BY: _____
AARON M. WILLIAMS
Colonel, U.S. Army
District Commander

BY: _____
DARRELL MCCOY
Mayor
City of Hannibal, Missouri

DATE: _____

DATE: _____

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL-, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

DARRELL MCCOY
Mayor
City of Hannibal, Missouri

DATE: _____

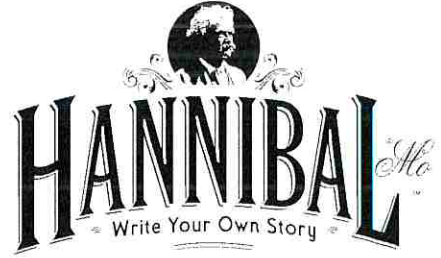
CERTIFICATE OF AUTHORITY

I, James Lemon, do hereby certify that I am the principal legal officer for the City of Hannibal, that the City of Hannibal is a legally constituted public body with full authority and legal capability to perform the terms of the Project Partnership Agreement between the Department of the Army and the City of Hannibal in connection with the Northern Missouri Environmental Infrastructure Hannibal, Missouri Storm Sewer Development Project (Section 8353) and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Project Partnership Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Project Partnership Agreement on behalf of the City of Hannibal acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20____.

JAMES LEMON
CITY ATTORNEY

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



TO: City Clerk, City Council, and Mayor

FROM: Andrew Dorian

DATE: 6/11/2026

RE: Police Chief Appointment

City Council,

I am pleased to inform you that the interview committee comprised of the Mayor, Councilmen Fleetwood, Councilmen Munger, City Clerk Melissa Cogdal and myself have successfully completed the interview and evaluation process for the position of Hannibal Police Chief. This process included a thorough review of qualified candidates, interviews, and careful consideration of each candidate's experience, leadership ability, and vision for the department.

Following this process, I am formally recommending Lt. **Alex Grote** for appointment as the next Chief of Police for the City of Hannibal.

Mr. Grote demonstrated strong leadership qualities, a clear commitment to public safety, and a forward-looking approach to policing that aligns with the City's priorities. His professional background, experience in law enforcement, and demonstrated ability to engage with the community make him well-suited to lead the Hannibal Police Department.

I appreciate the Council's support and engagement throughout this process and look forward to your consideration of this important appointment.

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

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

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

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

(1) Salaries for Officers of the City

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

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

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

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

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

Building Inspector	\$ 70,040.00
Assistant Building Inspector	\$ 49,440.00
Asst. Director of Central Services- Parks	\$ 72,100.00
Street Superintendent	\$ 82,400.00
Parks & Rec Director of Recreation	\$ 60,770.00
Parks & Rec Marketing Coordinator	\$ 57,454.70
Parks & Rec Recreation Supervisor	\$ 49,040.50
DPW Street Superintendent	\$ 76,284.07
Court Administrator	\$ 48,410.00
Deputy City Clerk	\$ 54,120.46
Information Sys. Admin/Emergency Management Dir.	\$ 77,250.00
Information Sys. Administrator	\$ 73,984.43
Police Captain	\$ 88,214.00

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

Fire Department Office Manager	\$ 43,527.21
Executive Office Secretary	\$ 44,415.43
ARP Office Manager	\$ 46,677.48
DPW Management Assistant	\$ 49,440.00
Fiscal Management Assistant	\$ 55,950.98
DPW Street Foreman	\$ 61,686.78
DPW Street Mechanic	\$ 56,023.14
DPW Lead Construction Worker	\$ 57,448.30
DPW Lead Construction Worker	\$ 51,814.09
DPW Lead Maintenance Worker	\$ 50,678.08
DPW Construction Worker I (2)	\$ 47,689.00
DPW Construction Worker I	\$ 45,873.07
DPW Maintenance Worker II	\$ 53,096.42
DPW Maintenance Worker I	\$ 42,890.64
DPW Maintenance Worker II (2)	\$ 40,506.37
DPW Maintenance Worker Part-Time	\$ 29.31 /hr
Parks Foreman	\$ 63,324.40
Parks Lead Maintenance Worker	\$ 51,708.06
Parks Maintenance Worker	\$ 60,255.00
Parks Maintenance Worker	\$ 49,370.32
Parks Maintenance Worker	\$ 45,873.07
Parks Construction Worker	\$ 47,689.82
Parks Building Supervisor	\$ 32,136.00
HCVB Marketing and Sales Manager	\$ 49,440.00
MRO Tech Part-Time	\$ 18.22/hr
HCVB Office Manager Part- Time	\$ 15.71/hr
HCVB Visitor Center Associates Part-Time (5)	\$ 15.45/hr
Court Clerk	\$ 41,200.00
Police Office Assistant II (2)	\$ 40,230.02
Police Office Assistant I	\$ 35,725.18
Police Office Assistant I	\$ 34,322.58
Police Office Assistant Part- Time	\$ 16.50/hr
Police Custodian Part- Time	\$ 16.50/hr
Community Service Officer	\$ 53,039.03
Community Service Officer	\$ 41,019.15

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

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

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

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

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

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

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

MEMORANDUM

To: Hannibal City Council

From: Andy Dorian, City Manager

Date: 6/12/2026

Subject: Modification to Police Department Salary Schedule – Collective Bargaining Agreement

Following ongoing discussions between the City of Hannibal and the Fraternal Order of Police (FOP) Lodge 20, both parties have reached a mutual agreement to modify the current salary schedule contained within the Collective Bargaining Agreement.

The proposed modification includes the following changes:

- **Addition of a Captain position** within the Police Department organizational structure and corresponding salary schedule; and
- **Removal of the Lieutenant with Degree position** from the existing salary schedule.

These changes are intended to better align the department's command structure with current operational needs and to provide a more effective organizational framework moving forward.

Upon approval, the revised salary schedule will be incorporated into the Collective Bargaining Agreement accordingly.

RESOLUTION NO. 2620-26

**A RESOLUTION APPROVING MODIFICATIONS TO THE POLICE
DEPARTMENT SALARY SCHEDULE WITHIN THE COLLECTIVE
BARGAINING AGREEMENT**

WHEREAS, the City of Hannibal and the Fraternal Order of Police (FOP) Lodge 20 have engaged in discussions regarding updates to the Police Department salary schedule; and

WHEREAS, both parties have reached a mutual agreement to modify the current salary schedule as set forth in the Collective Bargaining Agreement; and

WHEREAS, the proposed modifications include the addition of a Captain position within the Police Department organizational structure and salary schedule; and

WHEREAS, the proposed modifications further include the removal of the Lieutenant with Degree position from the existing salary schedule; and

WHEREAS, these changes are intended to better align the department's command structure with operational needs and provide a more effective organizational framework; and

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

Section 1. Approval of Modifications

The City Council hereby approves the modification to the Police Department salary schedule as agreed upon between the City of Hannibal and the Fraternal Order of Police Lodge 20.

Section 2. Addition of Position

The salary schedule shall be amended to include the position of **Captain** within the Police Department.

Section 3. Removal of Position

The position of **Lieutenant with Degree** shall be removed from the Police Department salary schedule.

Section 4. Incorporation into Agreement

The approved modifications shall be incorporated into the Collective Bargaining Agreement between the City of Hannibal and the Fraternal Order of Police Lodge 20.

Section 5. Effective Date

This Resolution shall take effect and be in full force from and after its passage and approval.

ADOPTED THIS 16th DAY OF JUNE, 2026.

APPROVED THIS 16th DAY OF JUNE, 2026.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk

LICENSED OFFICER PAYCHART 2025-2026
Captain Draft 10% (Chief Remains 16%)

	OFFICER	CORPORAL	SERGEANT	LIEUTENANT	CAPTAIN	CHIEF	Last intro 50,880
STEP 1	51,898						
STEP 2	52,417						
STEP 3	52,941	58,235					3% raise- chart adjustment 2%
STEP 4	53,470	58,817	64,699				
STEP 5	54,005	59,405	65,346	71,880	79,069		
STEP 6	54,545	59,999	65,999	72,599	79,859	92,637	
STEP 7	55,090	60,599	66,659	73,325	80,658	93,563	
STEP 8	55,641	61,205	67,326	74,059	81,464	94,499	
STEP 9	56,198	61,817	67,999	74,799	82,279	95,444	
STEP 10	56,760	62,436	68,679	75,547	83,102	96,398	
STEP 11	57,327	63,060	69,366	76,303	83,933	97,362	
STEP 12	57,901	63,691	70,060	77,066	84,772	98,336	
STEP 13	58,480	64,327	70,760	77,836	85,620	99,319	
STEP 14	59,064	64,971	71,468	78,615	86,476	100,312	
STEP 15	59,655	65,620	72,182	79,401	87,341	101,315	
STEP 16	60,252	66,277	72,904	80,195	88,214	102,329	
STEP 17	60,854	66,939	73,633	80,997	89,096	103,352	
STEP 18	61,463	67,609	74,370	81,807	89,987	104,385	
STEP 19	62,077	68,285	75,113	82,625	90,887	105,429	
STEP 20	62,698	68,968	75,865	83,451	91,796	106,483	
STEP 21	63,325	69,657	76,623	84,285	92,714	107,548	
STEP 22	63,958	70,354	77,389	85,128	93,641	108,624	
STEP 23	64,598	71,058	78,163	85,980	94,578	109,710	
STEP 24	65,244	71,768	78,945	86,839	95,523	110,807	
STEP 25	65,896	72,486	79,734	87,708	96,479	111,915	
STEP 26	66,555	73,211	80,532	88,585	97,443	113,034	
STEP 27	67,221	73,943	81,337	89,471	98,418	114,165	
STEP 28	67,893	74,682	82,150	90,365	99,402	115,306	
STEP 29	68,572	75,429	82,972	91,269	100,396	116,459	
STEP 30	69,258	76,183	83,802	92,182	101,400	117,624	

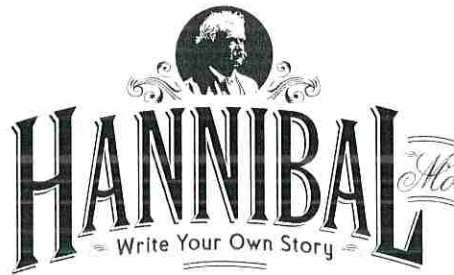
Demotion: Employees demoted shall retain their current step when reduced in rank.

Longevity increases: Employees will advance one step at the beginning of each fiscal year. Employees that begin their career on Step 1 will advance one step on their anniversary date; thereafter, they will advance one step at the beginning of each fiscal year.

Out of Rank Pay: Employees assigned the responsibilities of a higher ranking position will be granted "out of rank" pay during a prolonged period. "Prolonged" is defined as a period of more than 40 continuous hours.

Pay Plan Amendments: The pay plan shall be adjusted in accordance with pay increases approved by City Council minus the longevity increase.

Promotional Increase: Employees promoted shall retain their current step when advanced to their new rank on the pay plan chart.



MEMORANDUM

TO: Mayor and Members of the City Council
FROM: Eric Graham, IT Systems Administrator
DATE:
SUBJECT: City of Hannibal Cybersecurity Insurance Agreement

The Information Technology Department is asking for the Council's approval to have the Mayor sign the application for Cybersecurity Insurance through MIRMA. This agreement would give us the following coverage at no additional cost to what we are currently paying MIRMA.

First Party Coverages

Breach Event Costs \$1,250,000
BrandGuard \$1,250,000
System Failure \$1,250,000
Cyber Extortion \$1,250,000
Cyber Crime \$250,000
Reward Expenses \$25,000
Court Attendance Costs \$25,000

Third Party Liability Coverages

Multimedia Liability \$1,250,000
Security & Privacy Liability \$1,250,000
Privacy Regulatory Defense & Penalties \$1,250,000
PCI DSS Liability \$1,250,000

In the past the City had Utilized Barker Philips Jackson Insurance for our cybersecurity insurance. The cost of renewal this year would be \$29,320. After review of the plans from BPJ and MIRMA the coverages are very comparable, the MIRMA coverages includes online cybersecurity and phishing training for all city employees at not extra charge, and there is no increase in costs to the City. The MIRMA coverage also includes monthly vulnerability scanning and access to a risk management website that is also at no extra cost.

RESOLUTION NO. 2619-26

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE APPLICATION
AND ANY NECESSARY DOCUMENTS BETWEEN THE CITY OF HANNIBAL
AND MIRMA FOR CYBERSECURITY INSURANCE COVERAGE.**

WHEREAS, the City of Hannibal has identified the need to switch cybersecurity insurance provider to MIRMA;

WHEREAS, MIRMA will provided adequate cybersecurity insurance coverage that will include cybersecurity training for users and monthly vulnerability scanning;

WHEREAS, the coverage and additional offerings would not increase the City's payments to MIRMA;

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

SECTION ONE: That the Mayor is hereby authorized to execute the attached application and subsequence contract for 12-months of cybersecurity insurance coverage.

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

ADOPTED THIS 16th DAY OF JUNE, 2026.

APPROVED THIS 16th DAY OF JUNE, 2026.

Darrell McCoy, Mayor

ATTEST:

Melissa Cogdal, City Clerk