

City of Hannibal

OFFICIAL COUNCIL AGENDA

**Tuesday, March 18, 2025
Council Chambers
7:00 p.m.**

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

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

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

The instructions to watch the meetings online follow:

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

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

Regularly Scheduled Council Meeting – March 4, 2025

Closed Session Minutes – November 5, 2024

Closed Session Minutes – November 19, 2024

Closed Session Minutes – February 6, 2025

Closed Session Minutes – February 18, 2025

APPROVAL OF PAYROLL AND CLAIMS

First Half – March 2025

PUBLIC COMMENTS
5 Minutes/ Sign Up Required

KATY WELCH – JAVA JIVE 25TH ANNIVERSARY
Re: Coffee with the Community – Road Closures
Saturday, April 26, 2025 – 7 a.m. - 12 p.m.

BARRY LOUDERMAN –MAYOR
Re: Approval of Re-Appointment

Hannibal Housing Authority

Chad Collier – re-appointment for a term to expire April 2028

Hannibal Municipal Assistance Corporation

Michael Holliday – re-appointment for a term to expire June 2027

MELISSA COGDAL –CITY CLERK
Re: MIRMA Annual Loss Prevention Evaluation Results

LISA PECK –CITY MANAGER
Re: Approval of Appointment

Planning and Zoning Commission

Hunter Haynes – appointment for a term to expire June 2027

JACOB NACKE – CHIEF OF POLICE
Re: 3- Year Service Agreement – Microsoft \$17,792.85
(Resolution No. 2540-25 to follow, for approval)

JESSICA ROSENKRANZ – FISCAL MANAGEMENT ASSISTANT
Re: Bid Limits

MIKE MCHARGUE – BUILDING INSPECTOR

Re: Request to Set Public Hearing

(Tuesday, April 1, 2025, 6:45 p.m.)

MARIA KUHN – EXECUTIVE DIRECTOR HREDC

Re: Brownfield Site Inventory

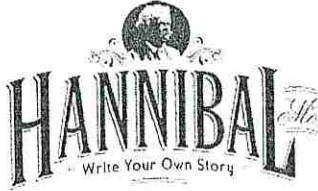
RESOLUTION NO. 2540-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
\$53,378.55 CONTRACT BETWEEN THE CITY OF HANNIBAL AND
SHI INC. FOR A THREE - YEAR SERVICE CONTRACT FOR
MICROSOFT SERVICES.**

CLOSED SESSION

In Accordance with RSMo 610.021 (3) & (13)

ADJOURNMENT



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

SPECIAL EVENT APPLICATION

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

Deadline for Submission: Wednesday, Prior to Council Meeting

Today's Date: 3/6/25 Date you wish to be placed on Agenda: 3/19/25

Your Organization: Java Jive Special Event: Java Jive's 25th Anniversary
"Coffee with the Community"

Date(s) of Event: Saturday, April 26th Requested Times (from-to): 7am - 12pm

Description of Activity: "Coffee with the Community" will be an event held in conjunction with Java Jive's Anniversary Event. We are renting tables to line down the center of our block of Main Street for a huge coffee gathering. Free brewed coffee 7am-9am

Primary Contact Person(s): Katy Welch Cell Phone: 573-719-0252

Work Phone: 573-221-1017 E-mail: javajivehannibal@gmail.com

Assistance Needed (location, etc.): We will need 4 Road Blockades & sand bags. 2 Barricades at Center & Main & 2 at Bird & Main. We also need 4 Red Sandwich Signs at the end of each side of the block that say No Parking after 12am Saturday - Placed on Friday 4/25

DEPARTMENTAL COMMENTS (office Use)

Police: Some safety risk with tables set up in the roadway & only light barricades due to inattentive motorist or vehicle based attacks. Heavier barriers or vehicles placed in conjunction with the light barricades would improve safety. No reason not to proceed as long as aware of potential dangers. HPD will patrol as manpower allows. Dept. Cost: 0
 -Lieutenant Wilt

Fire: No issue with the event. Please leave access for emergency vehicles. Dept. Cost: 0
 -Chief Neisen

BPW: The HBPW has no issues. Dept. Cost: 0
 -D. Gordon

Building Inspector: No Concerns. **Dept. Cost:** 0

-Building Inspector's Office

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

-A. Dorian

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

-A. Dorian

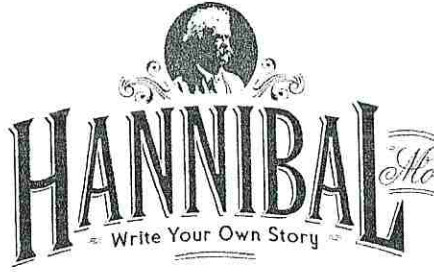
Tourism: No Concerns. **Dept. Cost:** 0

-T. O'Cheltree

Administration: The Clerk's Office will just need a certificate of insurance before the event. **Dept. Cost:** 0

-Clerk's Office

STAFF RECOMMENDS:



Hold Harmless and Insurance Requirements

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

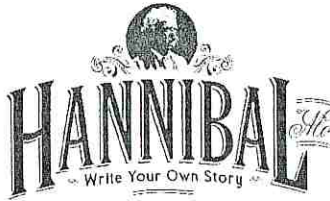

By _____

Owner, JavaTine

Title

3/16/25

Date



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name Java Jive's 25th Anniversary Date of Event Sat. April 26, 2025
Location/Address/Facility Name 200 Block of North Main St.
& Java Jive - 211 N. Main St.
Expected Number of Attendees: 200-250

II. PURPOSE

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

III. ASSUMPTIONS

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

IV. BASIC PLAN

A. EAP Event Representative

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

Primary Contact: Katy Welch

Cell Phone: 573-719-0252

B. Emergency Notification

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

2. Will on-sight EMS be provided?

Yes No

If yes, contact name and phone _____

3. Will on-site security be provided?

Yes No

If yes, contact name and phone _____

C. Severe Weather

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

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

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

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

D. Fire

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

Yes No

If yes, what has been identified? _____

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

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

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

E. Medical Emergencies

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

F. Law Enforcement

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

G. Emergency Vehicle Access

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

V. CONTACT INFORMATION

Primary Contact: Katy Welch

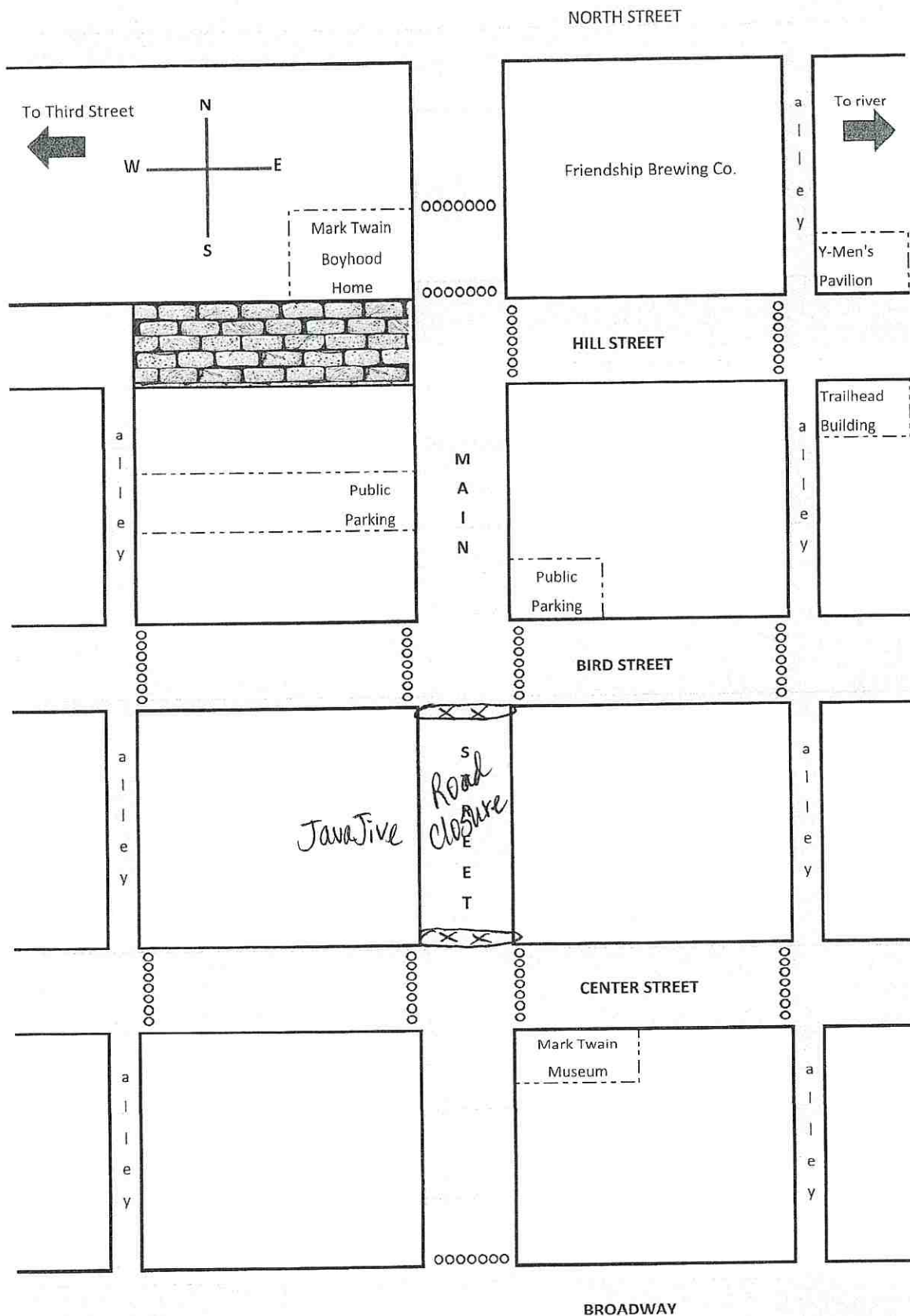
Cell Phone: 573-719-0252

Secondary Contact: Casey Welch

Cell Phone: 573-231-6889

Dial 911 in case of emergency

HISTORIC DISTRICT - REQUESTED STREET CLOSURES



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

MEMORANDUM

**TO: MAYOR LOUDERMAN
CITY COUNCIL MEMBERS**

**FROM: MELISSA COGDAL
CITY CLERK**

DATE: MARCH 14, 2025

SUBJECT: MIRMA ANNUAL LOSS PREVENTION EVALUATION RESULTS

Annually, MIRMA, the City's self-insured property/casualty, liability, and workman's compensation carrier conducts a comprehensive risk management safety evaluation and audit of the City. Aside from enhancing overall employee safety, higher evaluation scores do impact the amount the City is assessed in annual premiums.

Our 2024 evaluation was conducted January 10, 2025. I am pleased to report this year that the City scored 100%, achieving 1,250 points out of a possible 1,250. This is quite an accomplishment for a City of our size.

As the City's official executive safety officer and MIRMA representative, I would like to personally thank the employees, members of the executive safety committee, department safety representatives, and particularly Britta Dooley, safety coordinator, for their compilation and follow-up on all required documentation. Collaboratively, these individuals contributed to the outcome, achieving this score and are instrumental in the City's risk management and safety efforts by evaluating, adopting, and implementing necessary safety monitoring, improvements, and practices.

I have attached a copy of the evaluation rating form that describes the areas audited and each score received.

MIRMA LOSS CONTROL PROGRAM EVALUATION RATING FORM

MEMBER City of Hannibal
 OFFICIAL REPRESENTATIVE Melissa Cogdal
 TITLE City Clerk
 SAFETY COORDINATOR Britta Dooley

		VALUE	RATING
I.	Management Direction	<u>270</u>	<u>270</u>
II.	Safety Committee Development	<u>70</u>	<u>70</u>
III.	Fleet Safety	<u>30</u>	<u>30</u>
IV.	Liability Control		
	A. GENERAL	<u>110</u>	<u>110</u>
	B. SELF-INSPECTION PROGRAM	<u>60</u>	<u>60</u>
	C. PARKS DEPARTMENT	<u>50</u>	<u>50</u>
	D. POLICE DEPARTMENT	<u>270</u>	<u>270</u>
	E. ELECTRIC DEPARTMENT	<u>0</u>	<u>0</u>
	F. WASTE WATER DEPARTMENT	<u>0</u>	<u>0</u>
V.	National Standards Compliance	<u>80</u>	<u>80</u>
VI.	Human Resources	<u>100</u>	<u>100</u>
VII.	Training	<u>140</u>	<u>140</u>
VIII.	Recommendation Compliance	<u>70</u>	<u>70</u>
	Final Rating	<u><u>1250</u></u>	<u><u>1250</u></u>

Adjustment for a serious injury without an enforced policy 10%

Percentage Score

100%

History of Past Evaluations
Year Score

Score - Credit to assessment
 90% or greater

1. 2022	<u>100%</u>
2. 2023	<u>100%</u>
3. 2023	<u>96%</u>
4. 2024	<u>98%</u>

Score - Debit to assessment
 70-79% 10% of annual assessment
 60-69% 20% of annual assessment
 < 60% 30% of annual assessment

Date: January 10, 2025

Auditor: Jeff Arp



Hannibal Police Department

Jacob Nacke, Chief of Police

777 Broadway, P O Box 793
Hannibal, MO 63401

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

March 12, 2025

Dear Mayor Louderman and Council Members,

Due to the ever changing structure of software and a move to subscription based services we need to transition to Microsoft 365. The move from our exchange account to a Microsoft 365 account will add some features such as Microsoft Teams, which will facilitate communication and data sharing. This will facilitate future growth and support with city IT integration. We were currently paying approximately \$9,000 per year for the exchange account, while the 365 account license will cost \$17,792.85 a year.

I am requesting the council authorize the mayor to sign a three-year service agreement with Microsoft at a fixed price of \$17,792.85 per year.

Thank You,

A handwritten signature in black ink, appearing to read "Jacob Nacke", is written over the typed name and title.

Jacob Nacke
Chief of Police



Pricing Proposal
 Quotation #: 25803991
 Reference #: NNEA
 Created On: 2/4/2025
 Valid Until: 2/28/2025

MO-City of Hannibal

Microsoft Inside Account Manager

Eric Graham

3 Industrial Loop
 PO Box 1589
 Hannibal, MO 63401
 United States
 Phone:
 Fax:
 Email: egraham@hannibalpd.com

Vivien Cruz

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-868-5926
 Fax:
 Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Defender O365 P1 GCC Sub Per User Microsoft - Part#: 3GU-00001 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/1/2025 – 2/28/2026 Note: 12 months, Year 1 of 3 Commitment	75	\$18.36	\$1,377.00
2 O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/1/2025 – 2/28/2026 Note: 12 months, Year 1 of 3 Commitment	15	\$103.43	\$1,551.45
3 O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/1/2025 – 2/28/2026 Note: 12 months, Year 1 of 3 Commitment	60	\$247.74	\$14,864.40
		Total	\$17,792.85

Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Program Signature Form

MBA/MBSA number

Agreement number

7084786

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Sub250 Form	W29
Product Selection Form	2980685.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Hannibal
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date <small>(date Microsoft Affiliate countersigns)</small>
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	90496692	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>			

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- Enrolled Affiliate only
 Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Hannibal

Contact name: First* Eric **Middle** **Last*** Graham

Contact email address* egraham@hannibalpd.com

Street address* 3 Industrial Loop

City* Hannibal

State* MO

Postal code* 63401-6049 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* (573) 221-8050

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Eric Middle Last* Graham
Contact email address* egraham@hannibalpd.com
Street address* 3 Industrial Loop
City* Hannibal
State* MO
Postal code* 63401-6049 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (573) 221-8050

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Eric Middle Last* Graham
Contact email address* egraham@hannibalpd.com
Phone* (573) 221-8050

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Scott Doherty
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Scott Doherty

Printed name* Scott Doherty

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise

Sub 250 Program Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. ***On the first page of the Enrollment, the following is added after the second paragraph:***

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. ***Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:***

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. ***Software Assurance renewal.***

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
--	--------------------------

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
<>	<>	<>

Electronically Submitted

Proposal ID

2980685.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	75	75	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	15
O365 G3 GCC	60

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	60	75	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

RESOLUTION NO. 2540-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A \$53,378.55 CONTRACT BETWEEN THE CITY OF HANNIBAL AND SHI INC. FOR A THREE - YEAR SERVICE CONTRACT FOR MICROSOFT SERVICES.

WHEREAS, the Hannibal Police Department has a need to increase their software licenses for Microsoft products to include Office 365, and

WHEREAS, SHI INC. an authorized Microsoft dealer provided a three-year contract set at \$17,792.85 per year, and

WHEREAS, The service agreement with SHI for the Microsoft products for a term of three years.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL MISSOURI

SECTION ONE: That the Mayor is hereby authorized to execute the attached contract between SHI (Microsoft) and the City of Hannibal for the amount of \$56,378.55 for Microsoft software services.

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

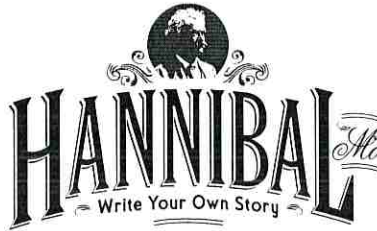
ADOPTED THIS 18th DAY OF MARCH 2025.

APPROVED THIS 18th DAY OF MARCH 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Jessica Rosenkranz (Fiscal Management Assistant)

Date: March 10, 2025

Subject: Bid Limits

This memo is in reference to the bid limit increases pursuant to Section 9.13 (b) of the Charter of the City of Hannibal, which states that the Council of the City of Hannibal shall amend the bid limits annually.

In past practice the Council has used the "National All Urban Consumers – (base 1984)" Table of the Bureau of Labor Statistics' Consumer Price Index (CPI). Utilizing the December-to-December comparison, the index increased 3% from December 2023 to December 2024.

No purchase shall be made without first advertising for sealed bids shall be amended as follows:

- "(1) For purchases of personal property at or above \$6,082.00 (up from \$5,905.00).*
- (2) For purchases for repairs on buildings and light equipment at or above \$16,353.00 (up from \$15,877.00).*
- (3) For purchases for repairs on heavy equipment or for construction of infrastructural facilities at or above \$35,937.00 (up from \$34,890.00).*
- (4) For purchases of service contracts at or above \$7,417.00 (up from \$7,201.00)."*

All purchases made under bid limits shall be substantiated by two (2) or more quotes from reliable firms or individuals. The policy set forth under the guidelines of the City Manager states that all purchases shall be competitively shopped. Procurement under the bid limit but above \$1,000.00 requires proof of the competitive process (documents of telephone quotes obtained, who called, date called amount quoted. Under \$1,000.00, though competitively obtained, does not require documented proof.

The council shall have the right to waive the bidding requirements in the event of a state of emergency directly affecting the City of Hannibal and as so declared by council action.



CITY OF HANNIBAL DEPARTMENT OF PUBLIC WORKS

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: RHONDA STEVENSON, DPW MANAGEMENT ASSISTANT
SUBJECT: HABITAT FOR HUMANITY REZONE REQUEST
DATE: MARCH 14, 2025

An application has been received from Mark Twain Area Habitat for Humanity to rezone the property at the Northeast corner of 8th and Lyon Street from E-Commercial to B-Multiple Family.

The Planning and Zoning will hold their public hearing on March 20, 2025 and is requesting that City Council hold their public hearing Tuesday, April 1, 2025 at 6:45p.m.

Marion Ralls Regional Port Authority

MEMORANDUM

To: Melissa Cogdal, City Clerk

From: Maria Kuhns, Executive Director

Re: Brownfield Site Inventory

Date: 3/11/2025

Cc: Barry Louderman, Mayor; Lisa Peck, City Manager

The Marion-Ralls Regional Port Authority (MRRPA) was awarded a \$700,000 grant from the Environmental Protection Agency (EPA) in 2023 to assess and plan for the redevelopment of blighted properties in the region. This initiative, known as the Brownfield Coalition Program, is a collaboration between Marion and Ralls counties and the communities of Hannibal, Palmyra, and New London.

A brownfield is a property where redevelopment may be complicated by the presence or potential presence of hazardous substances, pollutants, or contaminants. Many brownfields are also considered blighted properties, meaning they are in poor condition and may negatively impact the community due to structural safety issues, neglected appearance, or unpaid taxes.

Under this grant, property owners—both public and private—can receive Phase I and Phase II Environmental Site Assessments that identify potential contaminants like asbestos and lead-based paint at no cost.

To ensure the most effective use of grant funds, we are conducting a brownfield site inventory within Hannibal. This will involve a community-wide window survey and a detailed pedestrian survey of the downtown area (see attached map).

I am requesting to be added to the open session portion of the City Council Meeting agenda on Tuesday, March 18th, to brief the Council on the Brownfield Site Inventory Survey and gather feedback on the pedestrian survey footprint.

I have also included a letter from Eocene Environmental Group, who we have chosen as our Qualified Environmental Professionals for the grant work, explaining the process in more detail.

Please let me know if you have any questions. I can be reached at 573-221-1033 or director@hredc.com.

Best,
Maria Kuhns



MEMORANDUM

Lisa Peck, City Manager
City of Hannibal
320 Broadway
Hannibal, M 63401

January 10, 2025

Dear Ms. Peck,

Eocene Environmental Group (Eocene) recommends completing an inventory of brownfields properties within Hannibal as part of the Marion-Ralls County Regional Port Authority (MRRPA) EPA Brownfields Assessment Grant project. This action would include conducting a window survey of the entire community and a more-detailed, pedestrian survey of downtown (see attached map). Obtaining a detailed inventory of brownfields properties will allow MRRPA to better prioritize its limited redevelopment grant funds.

The inventorying process involves visually inspecting each property within the targeted area for characteristics consistent with brownfields sites (e.g. vacant, underutilized, displaying signs of disorder such as graffiti or broken windows, and the presence of hazardous substances and/or petroleum products in bulk). All observations will be made from adjoining public right-of-way.

Although the exact timeframe for completion has yet to be determined, we expect the inventorying process will take approximately 1-2 days to finish. Our team will reach back out to you once a schedule has been established. Please contact me at bcurtis@eocene.com or 515.650.7045 with any questions or concerns.

Kind regards,

A handwritten signature in black ink, appearing to read "Ben Curtis".

Ben Curtis
Senior Project Manager
Eocene Environmental Group

FIGURE 1

Recommended Site Inventory Areas

Hannibal, Missouri



DESCRIPTION

MRRPA Brownfields
Assessment Grant

Hannibal, MO
39.699168°-91.393898°

Map Creator: BCurtis

Source: Esri Imagery
Coordinate System: WGS 1984 Web Mercator
Auxiliary Sphere
Date Exported: 1/10/2025
File Path: Z:\Shared\Projects\Open
Projects\20450184 Marion-Ralls US EPA
Brownfield Assessment Coalition Grant\GIS\Site
Inventory Location Maps\

LEGEND

-  Recommended Windshield Survey Area
-  Recommended Pedestrian Survey Area

