

CITY OF HANNIBAL
ADMINISTRATIVE HEARING

Tuesday, April 15, 2025
6:30 p.m.
Council Chambers

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*

CALL TO ORDER

ADMINISTRATIVE HEARING
Section 4-106 Dangerous Dog.

ADJOURNMENT

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday, April 15, 2025
Council Chambers
7:00 p.m.**

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ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

**APPROVAL OF PAYROLL AND CLAIMS
First Half – April 2025**

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

**MICHAEL GAINES – HANNIBAL ARTS COUNCIL
Re: 49th Annual Hannibal Folklife Festival
Road Closure, Use of City Owned Property, and Sale of Alcohol
October 18 & 19, 2025 (Street Closures Friday, October 17 at 5:00 p.m.)**

BARRY LOUDERMAN –MAYOR
Re: Oath of Office – Hannibal Police Department- Cameron Hampton

Re: Recommendation of Appointments

Mark Twain Home Board
Steve Viorel – appointment for a term to expire November 2032

Dr. David Jackson – appointment for a term to expire November 2032

Sherri Steinmann – appointment for a term to expire November 2032

ANDY DORIAN – INTERIM CITY MANAGER
Re: Approval of Appointment

Parks and Recreation Board
Chris Harsell – appointment for a term to expire July 2027

MELISSA COGDAL – CITY CLERK
Re: 2ND Ward Special Runoff Election
(Bill No. 25-047 to follow, for emergency reading)

Re: Avenu Enterprise Solutions LLC User Agreement
(Resolution No. 2546-25 to follow, for approval)

Re: Avenu Enterprise Solutions LLC Sales Order Agreement
(Resolution No. 2545-25 to follow, for approval)

Re: Civic Plus 1-Year Service Contract
(Resolution No. 2547-25 to follow, for approval)

JACOB NACKE – CHIEF OF POLICE
Re: Purchase Approval – 33 Ballistic Vest Outer Carriers
Leon Uniform Company - \$7,537.86

Re: 5-Year Service Agreement – Missouri Network Alliance -\$525.00 Monthly
(Resolution No. 2548-25 to follow for approval)

TRISHA O'CHELTREE – TOURISM DIRECTOR
Re: Marketing Match Grant Agreement/Application \$120,000.00
(Resolution No. 2543-25 to follow, for approval)

MATTHEW MUNZLINGER – DIRECTOR of OPERATIONS
Re: North Street Storm Sewer Phase I – Change Order Agreement

Re: Utility Easement, Right of Way Agreement Approval
(Resolution No. 2544-25 to follow, for approval)

BILL NO. 25-046

**AN ORDINANCE ACCEPTING THE DEDICATION OF A PRIVATE
ALLEY RUNNING PARALLEL TO EIGHTH STREET AND
PERPENDICULAR TO LYON STREET TO PUBLIC USE**

Second & Final Reading

BILL NO. 25-047

**AN ORDINANCE OF THE CITY OF HANNIBAL PROVIDING FOR
A SPECIAL RUN-OFF MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, APRIL 22, 2025, FOR THE PURPOSE OF ELECTING
SECOND WARD COUNCIL MEMBER**

Emergency Reading

RESOLUTION NO. 2543-25

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE THE MISSOURI DIVISION OF
TOURISM MATCHING MARKETING GRANT APPLICATION AND
ANY SUBSEQUENT ACCEPTANCE DOCUMENTS, IN THE
AMOUNT UP TO \$120,000.00**

RESOLUTION NO. 2544-25

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING
THE MAYOR TO EXECUTE AN EASEMENT WITH THE
PROPERTY OWNERS OF 116 NORTH STREET.**

RESOLUTION NO. 2545-25

**A RESOLUTION AUTHORIZING A SALES ORDER
AGREEMENT FOR SUPPORT SERVICES BETWEEN THE
CITY OF HANNIBAL AND AVENU ENTERPRISE
SOLUTIONS, LLC., A DIVISION OF AVENU, IN THE
AMOUNT OF \$8,000.00 FOR THE SERVICE OF DATA
EXTRACTING TO CASELLE.**

RESOLUTION NO. 2546-25

A RESOLUTION AUTHORIZING A ONE YEAR AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES BETWEEN THE CITY OF HANNIBAL AND AVENU ENTERPRISE SOLUTIONS, LLC., A DIVISION OF AVENU, IN THE AMOUNT OF \$31,723.68 FOR THE FISCAL YEAR 2026.

RESOLUTION NO. 2547-25

A RESOLUTION AUTHORIZING A ONE YEAR CONTRACT AGREEMENT FOR SUPPORT SERVICES BETWEEN THE CITY OF HANNIBAL AND CIVIC PLUS, IN THE AMOUNT OF \$7,547.40 FOR THE SERVICE OF SOCIAL MEDIA ARCHIVING SERVICES.

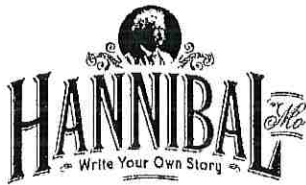
RESOLUTION NO. 2548-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND MISSOURI NETWORK ALLIANCE FOR A FIVE-YEAR SERVICE CONTRACT FOR FIBER AND INTERNET SERVICES.

CLOSED SESSION

In Accordance with RSMo 610.021 (2) & (12)

ADJOURNMENT



Return to:
Office of the City Clerk
320 Broadway Hannibal, MO 63401
Ph. (573) 221-0111
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: March 13, 2025 Date you wish to be placed on Agenda: April 15, 2025

Your Organization: Hannibal Arts Council Special Event: Hannibal Folklife Festival

Date(s) of Event: October 18-19, 2025 Requested Times (from-to): _____

Description of Activity: 49th Annual festival in downtown Hannibal to include arts + crafts vendors, food vendors, entertainment and sale of alcohol by Hannibal Arts Council.

Primary Contact Person(s): Michael Gaines Cell Phone: (573) 795-2247

Work Phone: (573) 221-6545 E-mail: michaelg@hannibalarts.com

Assistance Needed (location, etc.): Street closures, use of city owned property, including parking lots, sale of alcohol on city owned property. Street closures to begin on Friday, October 17th at 5pm for setup.

DEPARTMENTAL COMMENTS (office Use)

Police: Hard barriers to prevent vehicle attacks would be good to consider for Dept. Cost: 0

large scale events such as these. No other concerns from a police perspective. -Lieutenant Wilt

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

-Chief Neisen

BPW: _____ Dept. Cost: 0

Building Inspector: No Comment **Dept. Cost:** 0
-B.I. Office

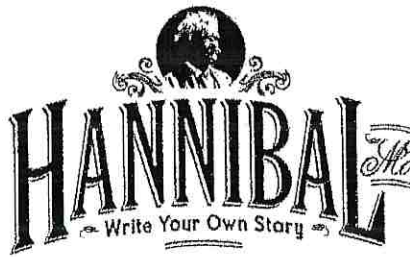
Parks: Parks has no objections. **Dept. Cost:** 0
-A. Dorian

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

Tourism: No concerns. Just a note that there is a riverboat scheduled on the **Dept. Cost:** 0
17th from 8a-3p, but it shouldn't interfere with set up. -T. O'Cheltree

Administration: No issues, we will just need a certificate of insurance on file **Dept. Cost:** 0
prior to the event. -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

Executive Director

Title

3/13/25

Date

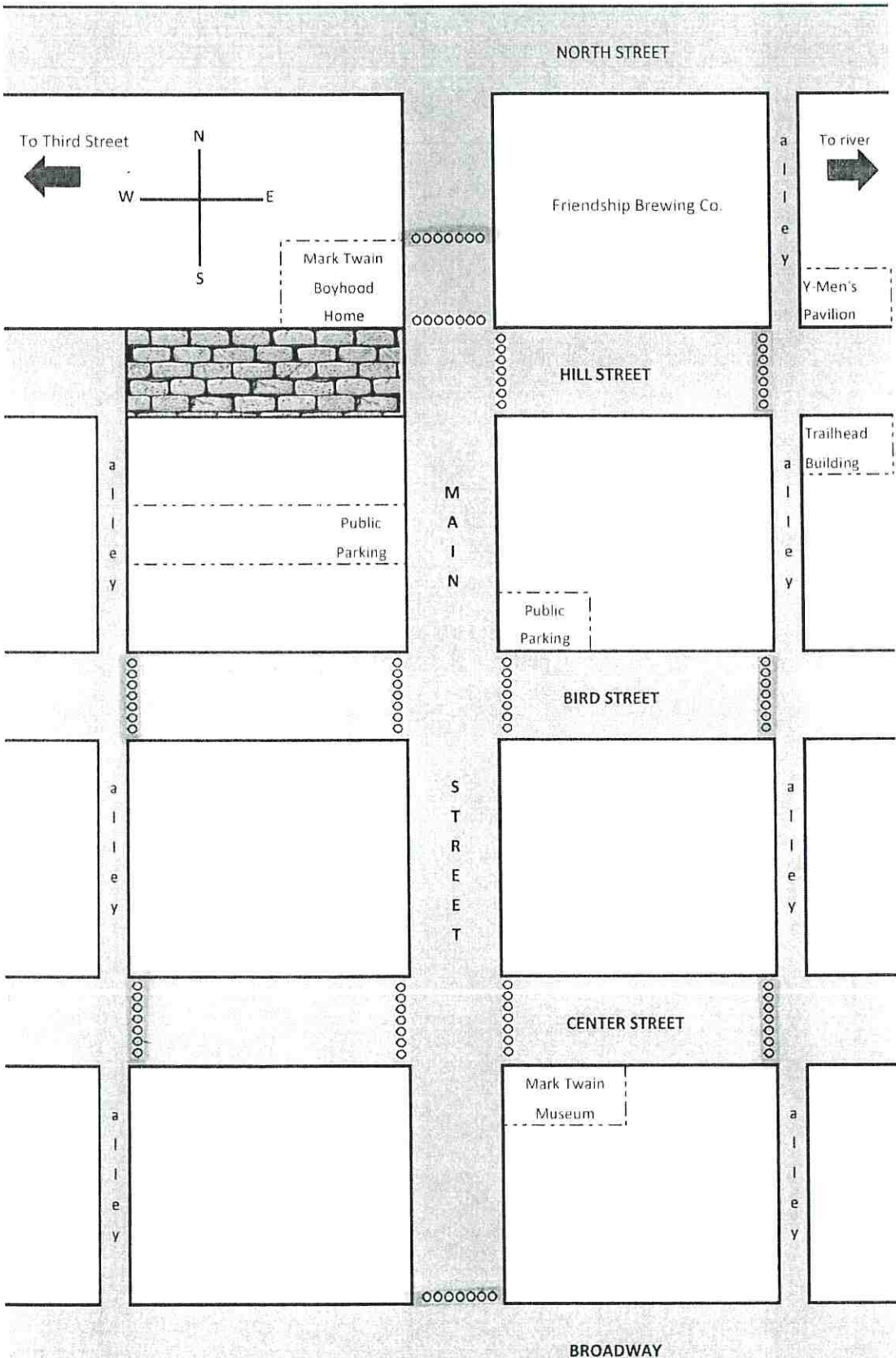
This checklist is for your planning & to help us better understand the needs for your event. Please check all activities that apply.

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

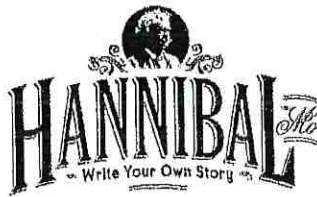
All special events; etc. must contact the Hannibal Fire Department for appropriate permits

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

HISTORIC DISTRICT - REQUESTED STREET CLOSURES



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



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name Hannibal Folklife Festival Date of Event October 18-19, 2025
Location/Address/Facility Name Main Street North of Broadway
Historical Downtown Hannibal
Expected Number of Attendees: 20,000 +

II. PURPOSE

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

III. ASSUMPTIONS

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

IV. BASIC PLAN

A. EAP Event Representative

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

Primary Contact: Michael Gaines

Cell Phone: (573) 795-2247

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 Marty Miller (573) 221-5510

3. Will on-site security be provided?

☒ Yes ☐ No

If yes, contact name and phone Extra Duty Officers - HPD - (573) 221-0987
10/18 10pm - ext 302
6am 10/19

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? Limited food with cookers/open fryers

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

Saturdays 10pm-6am Sundays

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: Michael Gaines

Cell Phone: (573) 795-2247

Secondary Contact: Beth Hinton

Cell Phone: (573) 795-2552

Dial 911 in case of emergency



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

April 8, 2025

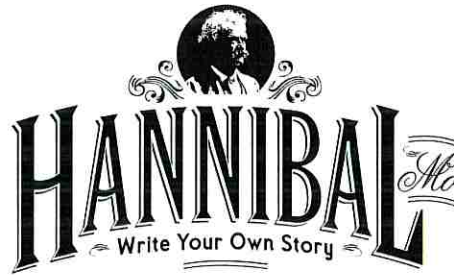
To Whom It May Concern:

Please place the swearing in of Officer Cameron Hampton on the agenda for April 15th.

Respectfully,

Jacob Nacke
Chief of Police

Office of the Mayor



Barry Louderman

Please place the following nominations to the Mark Twain Home Board on the April 15, 2025 Council agenda. Terms are 7 years and expire in November. Meets on an as needed basis at the Mark Twain Home.

Steve Viorel for a term to expire 11/2032

Dr. David Jackson for a term to expire 11/2032

Sherri Steinmann for a term to expire 11/2032

MEMORANDUM

**TO: MAYOR LOUDERMAN
CITY COUNCIL MEMBERS**

**FROM: MELISSA COGDAL
CITY CLERK**

DATE: APRIL 9, 2025

SUBJECT: 2ND WARD RUNOFF SPECIAL ELECTION

In accordance with the provisions of Section 17.08 Charter of the City of Hannibal, a Special runoff election may be held for the purpose of electing a 2nd Ward Representative for a 3-year term to expire April 2028.

On Tuesday, April 8, 2025, a Municipal election was held in the City of Hannibal for the 2nd Ward Council Member for a term to expire April 2028. Current Council Member Michael Dobson did not seek re-election. Three candidates seeking a seat received 363 votes. Tammy Riley received 147 votes, Earl T Hughes III received 52 votes, and April Azotea received 164 votes. In accordance with the City Charter Section 17.08 of the City Charter directs

In any municipal election where there are several candidates for the same elective office and no candidate receives a majority of the total votes cast, the two (2) candidates receiving the most votes shall be opposing candidates for such office in a runoff election to be held as hereinafter provided.

With no candidate receiving a majority of the vote the City Clerk has declared a Special Runoff election will be held Tuesday, April 22, 2025. In accordance with Section 17.09 of the City Charter

In all cases where a run-off election is required, the same shall be held on the second Tuesday next following such election. The run-off election shall be conducted in like manner as provided in a general election.

The Special Runoff Election will be conducted by the County Clerk and voting held at the Wards perspective polling locations.

Staff are asking for the Councils consideration of Bill No. 25-047 for a emergency reading to hold a Special Runoff Election on Tuesday, April 22, 2025, for the purpose of electing a 2nd Ward Council Member for a term to expire April 2028.

EMERGENCY READING 04.15.2025

AN ORDINANCE OF THE CITY OF HANNIBAL PROVIDING FOR A SPECIAL RUN-OFF MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 22, 2025, FOR THE PURPOSE OF ELECTING SECOND WARD COUNCIL MEMBER

WHEREAS, in accordance with the provisions of the Home Rule Charter of the City of Hannibal, there may be held a Special Run-Off Municipal Election, and;

WHEREAS, no candidate received a majority in the election for 2nd Ward Council Member.

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

SECTION ONE: That the Run-Off Municipal Election for 2nd Ward Council Member shall be held on Tuesday, the 22nd day of April, 2025. Said election shall be held at such places in each Ward and Precinct as the Election Authority may direct and as contained in the Election Notice made a part of this ordinance.

The City Clerk shall cause to be given five (5) days notice of said Election by publication in the newspaper doing the official printing of the City of Hannibal, said notice to be signed by the Mayor and attested by the City Clerk, said notice to be printed in substantively the following form, to-wit:

***NOTICE OF SPECIAL RUN-OFF MUNICIPAL ELECTION
CITY OF HANNIBAL
MISSOURI***

Notice is hereby given that there will be a Municipal Election to be held in the City of Hannibal, Missouri on:

Tuesday, the 22nd day of April 2025

Council Member, Second Ward – three (3) year term to expire, April 2028

[] Tammy Riley

[] April Azotea

Barry Louderman, Mayor

Given under my hand the official seal of the City of Hannibal, Missouri, this 15th day of April 2025

ATTEST:

Melissa Cogdal - City Clerk

SECTION TWO: JUDGES. The election shall be conducted by several judges appointed to serve at the election.

SECTION THREE: POLLING PLACES. The said polling places shall be open on the day of the General Election at the hour of six o'clock a.m. and shall remain open until the hour of seven o'clock p.m. on said date. That said General Election shall be held and conducted and the results thereof shall be certified, canvassed and declared in all respects in conformity with the Constitution and laws of the State of Missouri governing elections in the City of Hannibal and in accordance with the Home Rule Charter of the City of Hannibal.

SECTION FOUR: The County Clerk is hereby authorized and directed to furnish the judges and clerks of said General Election with all poll books, tally sheets, ballots, ballot boxes and other supplies necessary for the conduct of said General Election.

SECTION FIVE: That the City Clerk shall be, and is, hereby directed to transmit a certified copy of this ordinance to the Election Authority and that said Election Authority are hereby requested to make such action as may be required of them by law in the premises.

SECTION SIX: That this ordinance shall be in full force and effect from and after its adoption as an emergency measure.

Adopted this 15th day of April 2025.

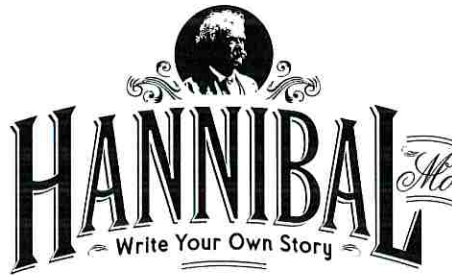
Approved this 15th day of April 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

Office of the City



Melissa Cogdal

MEMORANDUM

TO: MAYOR LOUDERMAN AND CITY COUNCIL MEMBERS
FROM: CITY CLERK, MELISSA COGDAL
DATE: APRIL 15, 2025
SUBJECT: AVENU ENTERPRISE SOLUTIONS, LLC USER AGREEMENT

For your consideration is Resolution No. 2546-25 that will request the Mayor sign and execute a one-year agreement for application hosting and technology support services between the City of Hannibal and Avenu Enterprise Solutions, LLC.

The City of Hannibal is currently under contract with Caselle for the new support software. The new support software is tentatively set to go live July 2025. While the new software is uploaded and during the conversion the city will need to have access to the current system and archived information. We anticipate this being the final agreement with Avenu.

The Clerks office request approval for the Mayor to sign and execute an agreement with Avenu Enterprise Solutions, LLC in the amount of \$31,723.68 effective July 1, 2025 until June 30, 2026.

Should you have questions please contact me directly.

Your support in this process is greatly appreciated.

City of Hannibal 320 Broadway, Hannibal, MO 63401
Ph: (573) 221.0111 Fax: (573) 221.8191
Mcogdal@hannibal-mo.gov
www.hannibal-mo.gov



Amendment No. 4
to
Agreement for Application Hosting and
Technology Support Services
Between
Avenu Enterprise Solutions, LLC and City of Hannibal, Missouri

This Fourth Amendment ("Amendment No. 4") is entered into as of July 1, 2025 (the "Amendment Effective Date"), by and between **Avenu Enterprise Solutions, LLC**, located at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 ("Avenu"), and the **City of Hannibal**, located at 320 Broadway, Hannibal, MO 63401 ("Customer"). Avenu and Customer may be referred to individually as a "Party" and collectively as the "Parties". Unless explicitly defined otherwise in this Amendment, all capitalized terms shall have the meanings set forth in the Agreement.

RECITALS

WHEREAS, the Parties executed the Agreement for Application Hosting and Technology Support Services, effective July 1, 2016 (the "Agreement"); and

WHEREAS, the current Term of the Agreement expires on June 30, 2025; and

WHEREAS, the Parties desire to extend the Term for an additional one (1) year period, from July 1, 2025 through June 30, 2026; and

WHEREAS, the Parties desire to amend Exhibit B (Applicable Charges) to include the fees for the extended Term.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree to amend the Agreement as follows:

1. The Term of the Agreement is hereby extended through June 30, 2026 and **Section 2.0 (Term)** is deleted in its entirety and replaced with the following:

The Term of this Agreement (the "Term") will be from July 1, 2016 through June 30, 2026, unless earlier terminated or renewed in accordance with the provisions of this Agreement.

2. **Exhibit B (Applicable Charges), Section 1.0 (Base Monthly Fee)**, is amended to include fees for the extended Term as follows:

Customer shall pay Avenu the Monthly Fee outlined in the Payment Schedule below for the period from July 1, 2025 through June 30, 2026. Services will be invoiced in advance for the following monthly cycle, and payments are due on a net 30-day basis.

Payment Schedule

	<i>Monthly Fee</i>	<i># of Months</i>	<i>Annual Total</i>
<i>July 1, 2025 – June 30, 2026</i>	<i>\$2,643.64</i>	<i>12</i>	<i>\$31,723.68</i>



3. Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and Customer have executed this Amendment No. 4 as of the Amendment Effective Date set forth above.

City of Hannibal, Missouri

By: _____

Name: _____

Title: _____

Date: _____

Avenu Enterprise Solutions, LLC

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2546-25

**A RESOLUTION AUTHORIZING A ONE YEAR AGREEMENT FOR
APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES
BETWEEN THE CITY OF HANNIBAL AND AVENU ENTERPRISE
SOLUTIONS, LLC., A DIVISION OF AVENU, IN THE AMOUNT OF
\$31,723.68 FOR THE FISCAL YEAR 2026.**

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

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

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

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

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

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

Adopted this 15th day of April 2025.

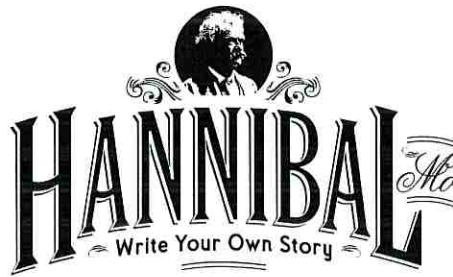
Approved this 15th day of April 2025.

ATTEST:

Barry Louderman, Mayor

Melissa Cogdal, City Clerk

Office of the City



Melissa Cogdal

MEMORANDUM

TO: MAYOR LOUDERMAN AND CITY COUNCIL MEMBERS
FROM: CITY CLERK, MELISSA COGDAL
DATE: APRIL 15, 2025
**SUBJECT: AVENU ENTERPRISE SOLUTIONS, LLC USER AGREEMENT
(DATA EXTRACTION)**

For your consideration is Resolution No. 2545-25 that will request the Mayor sign and execute a sales order agreement for data extraction to Caselle the City's new support software between the City of Hannibal and Avenu Enterprise Solutions, LLC.

The City of Hannibal is currently under contract with Caselle for the new support software. The new support software will require our current operating software to upload all the City of Hannibal's data including financial, payroll, business license, and supporting information.

The Clerks office request approval for the Mayor to sign and execute an sales order agreement with Avenu Enterprise Solutions, LLC in the amount of \$8,000.00 for contracted extraction with any additional extract request costing \$1,500.00 each.

Should you have questions please contact me directly.

Your support in this process is greatly appreciated.

City of Hannibal 320 Broadway, Hannibal, MO 63401

Ph: (573) 221.0111 Fax: (573) 221.8191

Mcogdal@hannibal-mo.gov

www.hannibal-mo.gov



Avenu Enterprise Solutions, LLC.

CUSTOMER NO	DATE 3/27/2025	Platform Finance & Tax / New Vision	Cost center (Sales support)
-------------	-------------------	--	-----------------------------

Please use **new** customer number from the customer list.

B City of Hannibal	S Same
I	H
L Eric Graham	I
L	P
320 Broadway	
T	T
O Hannibal, MO 63401	O

E-mail address: egraham@hannibal-mo.gov

CUSTOMER CONTACT: Eric Graham PHONE: 573-221-0987 P.O. NO.:

SALES REP: Kimberly Taylor REP'S NO.: 225-328-1774

TERM START DATE 3/26/2025 END DATE 6/25/2026

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
FT000276	New Vision - Data Extract - GFS Initial Pull - Date TBD	1	2,500.00	\$ 2,500.00
FT000276	New Vision - Data Extract - GFS Pull 2 - Date TBD	1	750.00	\$ 750.00
FT000276	New Vision - Data Extract - GFS Pull 3 - Date TBD	1	750.00	\$ 750.00
FT000276	New Vision - Data Extract - Payroll Initial Pull - Date TBD	1	2,500.00	\$ 2,500.00
FT000276	New Vision - Data Extract - Payroll Pull 2 - Date TBD	1	750.00	\$ 750.00
FT000276	New Vision - Data Extract - Payroll Pull 3 - Date TBD	1	750.00	\$ 750.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
8840104	Freight - At Cost As Needed			\$ -

SPECIAL INSTRUCTIONS SUBTOTAL \$ 8,000.00

Additional extract requests will be \$1,500 each.

This Sales Order Agreement ("Sales Order") is issued pursuant to the Agreement for Application Hosting and Technology Support Services (the "Agreement") between Avenu Enterprise Solutions, LLC ("Avenu") and City of Hannibal ("Customer"), effective July 1, 2016 through June 30, 2025, and is also subject to and conditioned upon the execution of an amendment extending the term of the Agreement for one (1) year through June 30, 2026. The terms and conditions of the Agreement are hereby incorporated by reference. Unless expressly modified by this Sales Order, the terms and conditions of the Agreement remain unchanged and in full force and effect.

TAX %
i.e. .08 or .0725

SALES TAX

CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize Avenu to proceed on this matter as set forth herein.

CUSTOMER SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

FREIGHT
F.O.B.

AVENU SIGNATURE: _____ DATE: _____ TOTAL \$ 8,000.00

Terms and Conditions:

Payment Terms: Customer agrees to remit payment to Avenu within 30 days from issuance of invoice.

Limited Warranty: Hardware and Commercial Software Warranties: If third-party hardware and/or commercial software is furnished under this Agreement, then Avenu shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. Avenu shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Rights to Third Party Software: Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requested Avenu to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes Avenu to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

Limitation of Liability: IN NO EVENT SHALL AVENU BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TEN PERCENT (10%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL AVENU BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST AVENU ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL AVENU BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

Ownership of Data: Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to Avenu, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

Risk of Loss & Title: Avenu shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

Returns: Customer may return hardware and commercial software products purchased from Avenu within 15 days from the date products were delivered to the Customer's site.

Termination for Breach: If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within twenty (20) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this agreement for breach. Termination by Avenu shall be effective upon written notice to Customer. Customer agrees to discontinue use of all Avenu-owned materials no later than the effective date of termination and return such Avenu-owned materials to Avenu within thirty (30) calendar days after termination. If Avenu materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within twenty (20) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Customer may terminate this agreement for breach.

Entire Agreement: The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides Avenu with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

Stop Work: Avenu is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will Avenu be required to perform services or provide deliverables in the absence of available funding.

RESOLUTION NO. 2545-25

**A RESOLUTION AUTHORIZING A SALES ORDER AGREEMENT FOR
SUPPORT SERVICES BETWEEN THE CITY OF HANNIBAL AND AVENU
ENTERPRISE SOLUTIONS, LLC., A DIVISION OF AVENU, IN THE
AMOUNT OF \$8,000.00 FOR THE SERVICE OF DATA EXTRACTING TO
CASELLE.**

WHEREAS, the City of Hannibal has the need to extract data from Avenu Enterprises to Caselle technology hosting and support services relating to its business operations and,

WHEREAS, the City's current vendor, AVENU Enterprise Solutions, LLC., a division of AVENU charges additional fees to its customers for data extraction of financial modules including Governmental Finance; Payroll; and Business Licenses, and

WHEREAS it is in the City's best interest to enter a sales order agreement with Avenu Enterprises to extract all City of Hannibal data to Caselle for the future operation software implementation,

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

SECTION ONE: The Mayor is hereby authorized to execute on behalf of the City the sales order agreement for data extraction for its hosting and technology support services as attached hereto as Exhibit A and incorporated herein by this reference with AVENU Enterprise Solutions, LLC, a division of AVENU.

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

Adopted this 15th day of April 2025.

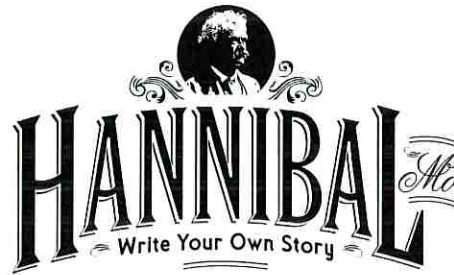
Approved this 15th day of April 2025.

ATTEST:

Barry Louderman, Mayor

Melissa Cogdal, City Clerk

Office of the City



Melissa Cogdal

MEMORANDUM

TO: MAYOR LOUDERMAN AND CITY COUNCIL MEMBERS
FROM: CITY CLERK, MELISSA COGDAL
DATE: APRIL 15, 2025
SUBJECT: CIVIC PLUS CONTRACT AGREEMENT

For your consideration is Resolution No. 2547-25 that will request the Mayor sign and execute a one-year contract agreement for social media archiving services with Civic Plus.

The City of Hannibal is required to achieve all social media content for Missouri Sunshine Law purposes. This contract covers social media archiving for Hannibal City Hall, Hannibal Police Department, Hannibal Fire Department, Hannibal Tourism, and Hannibal Board of Public Works. Social media Archiving previously was provided to the City by SHI, by switching to Civic Plus the City was able to save \$1,090.18 yearly.

The Clerks office request approval for the Mayor to sign and execute an one-year contract agreement with Civic Plus in the amount of \$7,547.40 effective March 1, 2025 until March 1, 2026, to be renewed on 3/30 of each calendar year.

Should you have questions please contact me directly.

Your support in this process is greatly appreciated.

City of Hannibal 320 Broadway, Hannibal, MO 63401

Ph: (573) 221.0111 Fax: (573) 221.8191

Mcogdal@hannibal-mo.gov

www.hannibal-mo.gov

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-96581-1

3/27/2025 3:49 PM

5/26/2025

Client:

City of Hannibal, MO

Bill To:

HANNIBAL CITY, MISSOURI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Brown		maggie.brown@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial - Standard	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots

Total Investment - Initial Term	USD 7,547.40
Annual Recurring Services (Subject to Uplift)	USD 7,547.40

Initial Term	3/30/2025 - 3/29/2026, Renewal Term 3/30 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

RESOLUTION NO. 2547-25

**A RESOLUTION AUTHORIZING A ONE YEAR CONTRACT AGREEMENT
FOR SUPPORT SERVICES BETWEEN THE CITY OF HANNIBAL AND
CIVIC PLUS, IN THE AMOUNT OF \$7,547.40 FOR THE SERVICE OF
SOCIAL MEDIA ARCHIVING SERVICES.**

WHEREAS, the City of Hannibal has the responsibility to archive all social media content for Missouri Sunshine law requirements, and

WHEREAS, the City's vendor is Civic Plus., who supplies the required service for City Hall, Hannibal Fire Department, Hannibal Police Department, Hannibal Tourism Division, and Hannibal Board of Public Works, and

WHEREAS it is in the City's best interest to enter into a contract agreement with Civic Plus to archive all the City of Hannibal and its departments social media content in a one-year contract agreement,

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

SECTION ONE: The Mayor is hereby authorized to execute on behalf of the City the contract agreement for social media archiving services as attached hereto as Exhibit A and incorporated herein by this reference with Civic Plus.

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

Adopted this 15th day of April 2025.

Approved this 15th day of April 2025.

ATTEST:

Barry Louderman, Mayor

Melissa Cogdal, City Clerk



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

April 9, 2025

To: Mayor, City Manager, and Council Members

Subject: Point Blank Guardian Vest Carriers

The current police uniform has been worn by our patrol officers since 2006. Since that time, we have changed some of the components to these uniforms, however the technology, styles, and features have evolved. As such we have been working on a plan to transition to a new uniform which utilizes some new features and advancements. A major component of the new uniform is the transition to an outer vest carrier which allows for pouches and equipment to be mounted on the vest, as opposed to the duty belt. The vest carriers work in a way to distribute weight across the officer's body, allowing it to be moved from the waist only.

I am asking for approval to purchase the following items:

33 Point Blank Guardian ballistic vest outer carriers for \$7,537.86 from Leon's Uniform in St. Louis Missouri. Leon Uniform currently has the state contract for Point Blank products (contract #CC241020007). I request approval for the purchase of these items.

The funds to purchase these vest carriers will come from the uniform line item in our current budget.

Respectfully,

A handwritten signature in black ink, appearing to be "J. Nacke".

Jacob Nacke
Chief of Police

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



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

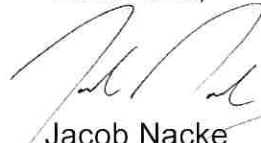
April 10, 2025,

Dear Mayor Louderman and Council Members,

Our service agreement with Missouri Network Alliance (DBA Bluebird Fiber) is expiring. Bluebird has announced service rate increases, however we are able to renew our contract at the same price by signing a new five year agreement. We utilize Bluebird for internet services, as well as a direct fiber connection to NECOMM, our dispatch provider. Bluebird is a commercial grade provider of internet, and fiber optic connectivity.

I am requesting the council authorize the mayor to sign a five-year service agreement with Missouri Network Alliance (dba Bluebird Fiber) at a fixed price of \$525 per month for a term of sixty months.

Thank You,



Jacob Nacke
Chief of Police



SERVICE ORDER

Customer Information	Bluebird Information
Customer: Hannibal Police Department	Missouri Network Alliance, LLC dba Bluebird Fiber ("Bluebird")
Order Contact: Jacob Nacke	Account Contact: Matt Graser
Email: jnacke@hannibalpd.com	Email: matt.graser@bluebirdnetwork.com
Address: 777 Broadway Hannibal, MO 63401	Address: 9201 Ward Parkway, Suite 300 Kansas City, MO 64114
State or Fed Tax ID: 436001552	Order ID: 202504-21805

Order Type: Renewal

Initial Service Term: 60 months

Service & Pricing Schedule				
Services		Quantity	MRC	NRC
Service Type: DIA Product: 30 Mbps with /30 Static IP Circuit ID: STTK-DIA-18176-01-HNBB	Location A: Bluebird POP Location Z: 777 Broadway Hannibal, MO 63401	1	\$330.00	\$0.00
Service Type: EPL Product: 10 Mbps Circuit ID: HNBB-EPL-18176-01-HNBB	Location A: 3246 US Hwy 61 Hannibal, MO 63401 Location Z: 777 Broadway Hannibal, MO 63401	1	\$195.00	\$0.00
Total:			\$525.00	\$0.00

SCOPE AND SPECIAL CONDITIONS: Bluebird will provide to Customer the services ("Services") described above in accordance with this Service Order and the Terms and Conditions.

DEMARCATIION POINTS: Unless otherwise described above, the point of demarcation at each service location shall be the existing point of demarcation on the premises. In the event Customer requires a point of demarcation extension, additional costs may apply. Customer acknowledges and agrees that the Services provided to Customer in this Service Order will not be accessible to Customer other than at the Demarcation Points. Customer shall be responsible for all cross connects.

SERVICE TERM & BILLING COMMENCEMENT: The term of Services shall commence upon the final signature hereto and continue for the term delineated above ("Initial Service Term"). Thereafter, this Service Order shall automatically renew for successive one (1) year periods (each such period, an "Additional Service Term" and, together with the Initial Service Term, the "Service Term") unless terminated by either party upon thirty (30) days' written notice to the other party prior to the end of the Initial Service Term or Additional Service Term, as applicable.

TERMS AND CONDITIONS: This Service Order is governed by the terms and conditions attached hereto as Exhibit A ("Terms and Conditions"). By signing below, Customer acknowledges that it has reviewed and agrees to the Terms and Conditions. Terms used in this Service Order but not otherwise defined shall have the same meanings ascribed to them in the Terms and Conditions. All Services are non-protected unless specifically described as protected in this Service Order. Bluebird reserves the right to fulfill any obligations under this Service Order through one or more of its subsidiaries or affiliates.

Customer	Missouri Network Alliance, LLC
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

STANDARD SERVICES TERMS AND CONDITIONS

These Standard Services Terms & Conditions ("Agreement") govern certain telecommunications services ("Services") provided by Missouri Network Alliance, LLC dba Bluebird Fiber, its subsidiaries, and certain affiliates ("Bluebird") to a customer purchasing Services as set forth on a service order ("Customer"). Bluebird and Customer may each be referred to as a "Party" and together as the "Parties."

1. Services. Bluebird shall provide Services to Customer as set forth on a service order issued by Bluebird and signed by both Parties ("Service Order"). Each Service Order must identify, at minimum, the Service type, monthly recurring charges ("MRC"), non-recurring charges ("NRC"), bandwidth (if applicable), and necessary contact information.
2. Term. This Agreement is effective upon the last signature on an applicable Service Order ("Effective Date") and will remain in full force and effect for as long as any Service Order governed by it remains in effect ("Agreement Term"). Each Service Order shall have its own term, which shall commence on the date on which Bluebird issues an Activation Notice ("Service Commencement Date") and continue in effect for the period set forth on the Service Order ("Initial Service Term"). Unless otherwise stated on the Service Order, at the conclusion of the Initial Service Term, the Service Order will automatically renew for consecutive one (1) year periods (each such period, an "Additional Service Term" and together with the Initial Service Term, the "Service Term") unless terminated by either Party upon thirty (30) days' written notice prior to the end of the Initial Service Term or Additional Service Term, as applicable. For clarity, the Service Term of a Service Order containing multiple Services shall commence upon the Service Commencement Date of the final Service installed.
3. Installation, Acceptance, and Customer Delay. By executing a Service Order, unless otherwise described therein, Customer authorizes Bluebird to immediately commence work related to the Services and to deliver, install, and activate the Services. Bluebird will issue a Service Activation Notice ("Activation Notice") when a Service is installed and ready for Customer's use. If Customer believes a Service has not been installed in accordance with the Service Order, Customer must provide a written rejection reasonably detailing the failure within three (3) days of the Service Activation Notice. Bluebird will investigate and, if needed, retest and/or reactivate the Service(s). Failure to properly reject a Service in accordance with this Section 3 shall constitute Customer's acceptance. Notwithstanding anything to the contrary, in the event Bluebird is unable to complete installation and/or activation of a Service due to Customer's failure to complete any applicable tasks necessary to allow Bluebird to complete Service activation, Bluebird may provide notice to Customer that it is unable to proceed due to Customer's delay and Customer shall have thirty (30) days to complete all necessary actions and obligations to allow for Service activation. In the event Bluebird remains unable to complete Service activation after the thirty (30) day period, Bluebird may elect to cancel the affected Service Order and Customer shall be responsible for an immediately payable fee equal to Bluebird's costs incurred in performance under the Service Order, including internal and any third-party costs, plus twenty percent (20%) ("Early Cancellation Liability"). Bluebird shall not be liable to Customer for any credits, penalties, or other obligations related to a Service to the extent caused by a Customer delay or non-readiness to receive Services.
4. Demarcation Points and Right of Entry. Customer is responsible for procuring and providing to Bluebird all necessary rights of entry, including building access rights and private easements, between the public right-of-way and the Demarcation Point in order for Bluebird to install, maintain, and repair Services at each location described on a Service Order ("Access Rights"). "Demarcation Point" means the physical point where Bluebird's obligation to provide a Service ends. Unless otherwise specified on the applicable Service Order, the Demarcation Point shall be the minimum point of entry ("MPOE"). The MPOE is the point at which Bluebird's cable enters the building or a Bluebird-designated handhole or manhole in the public right-of-way. If Customer requests an extension of the Demarcation Point beyond the MPOE, such extension must be memorialized within the Service Order or similar document agreed upon by Bluebird and Customer and additional charges may apply. Customer is responsible for all cross connects. Customer is responsible for providing to Bluebird sufficient and adequate space and environment ("Space") and power ("Power") on the premises to support the Services at no cost to Bluebird. Customer understands and acknowledges that any delay in Bluebird's receipt of Access Rights, Space, or Power may cause a delay in Service activation. Customer shall be responsible for all costs incurred by Bluebird related to Access Rights, Space, and Power, including any charges imposed upon Bluebird by the property owner, landlord, or designee. In the event Customer elects not to pay for charges related to Access Rights, Space, or Power, Bluebird may cancel the affected Service(s) and Customer shall be responsible for Early Cancellation Liability.
5. Payment Terms. Customer agrees to pay all undisputed charges set forth on the Service Order, including any applicable regulatory charges, surcharges, taxes, or third-party provider fees, by ACH or wire transfer within thirty (30) days of a Bluebird invoice. Any undisputed portion of an invoice not paid by the applicable due date shall be overdue and Customer shall incur a fee of 1.5% per month, or the maximum amount permitted by law, until the undisputed portions of the invoice are paid in full. If Customer disputes any amounts on an invoice, Customer must pay all undisputed amounts and provide written notice to Bluebird reasonably detailing the dispute within thirty (30) days of the date of Bluebird's invoice and failure to do so shall result in a waiver of all dispute rights related to that invoice except as otherwise required under applicable law. Any disputed amounts determined to be payable to Bluebird shall be due within ten (10) days of the dispute resolution. Bluebird reserves the right to suspend Services due to any non-payment until all overdue payments are made in full. MRC will be invoiced in advance on or around the first day of each month and the first invoice shall include the pro-rated amount of the prior month's MRC. MRC for Services provided for an Initial Service Term longer than sixty (60) months will be subject to an annual increase equal to four percent (4%). Unless otherwise noted on the applicable Service Order, NRC may be invoiced any time after the full execution of the Service Order.
6. Taxes and Fees. All charges set forth in a Service Order are exclusive of, and Customer shall be responsible for and agrees to pay, all applicable international, federal, state, and local use, excise, sales, value added, consumption, gross receipts, utility, access, franchise, and other taxes, fees, assessments, tariffs, duties, regulatory fees, and surcharges, including any state, local, or federal universal service fund fees, levied or imposed upon Bluebird or Customer in connection with the provision or use of the Services (collectively, "Taxes"). Taxes do not include taxes on Bluebird's net income. Bluebird shall not collect from Customer any Taxes with respect to which Customer has provided Bluebird with a valid exemption certificate prior to the imposition of such Taxes on Bluebird.
7. Site Condition Changes; Hazards. If there is a change to or unforeseeable condition at a location where Customer has requested Services that results in an increased cost to Bluebird, Bluebird may pass through such costs to Customer as an additional NRC, or as otherwise agreed to by the Parties. Such change may include discovery of a toxic or otherwise unsafe environment or determination that a particular location or Space will not suitably sustain Bluebird's facilities and/or equipment. Bluebird may suspend performance of any construction, installation, or onsite maintenance of any Service if Bluebird reasonably believes or finds evidence of any potentially harmful or hazardous material or condition until such time the potentially harmful circumstances have been sufficiently remediated. Bluebird shall not be liable for delays resulting from site condition changes or hazards.
8. Maintenance, Relocations, and Equipment Protection.
 - (a) Maintenance. Bluebird will perform all maintenance related to the Services. Bluebird will use commercially reasonable efforts to (a) provide Customer with at least three (3) days' notice prior to performing any routine, scheduled maintenance that Bluebird believes may affect Services, and (b) perform scheduled and non-emergency maintenance between the hours of 12:00 a.m. and 6:00 a.m., local time. Bluebird may perform emergency maintenance as needed and will coordinate with the Customer as practical under the circumstances to minimize any disruptive impact. In no event shall interruption for scheduled or emergency maintenance constitute a failure of performance by Bluebird.
 - (b) Relocations. If Bluebird determines or is required by a third party with authority to relocate all or any portion of the facilities, materials, or equipment used to provide Services to Customer, Bluebird shall provide Customer notice of any such relocation, if possible. Bluebird shall employ commercially reasonable efforts to accomplish the relocation in coordination with Customer to the extent practical. If the relocation is necessitated solely by Bluebird, Bluebird shall be responsible for the cost of such relocation. If the relocation is necessitated by Customer, Customer shall be responsible for the cost of such relocation. If the relocation is necessitated by a third party, Customer shall pay its Proportionate Share of the costs. "Proportionate Share" means a fair and reasonable amount based on the total number of customers Bluebird serves using the relocated facilities as determined by Bluebird in good faith.
 - (c) Equipment. Customer shall not and shall not allow any facility, equipment, software, hardware, system, or material that is owned, leased, or otherwise operated or maintained by Bluebird ("Bluebird Equipment") to be rearranged, moved, removed, disconnected, altered, interfered with, or repaired without Bluebird's prior written consent. Nothing in this Agreement or a Service Order shall be construed as a transfer of ownership or similar rights from Bluebird to Customer. Customer is responsible for providing and maintaining at no charge to Bluebird an appropriate operating environment consistent with generally accepted industry standards on any premises where Bluebird Equipment is being used to provide Services to Customer. Customer shall promptly notify Bluebird of any matters relating to damage or impending damage to Bluebird Equipment or Service loss of use. Upon termination or expiration of a Service Term, Bluebird shall be given ample time to retrieve its equipment from any service location. Customer shall reimburse Bluebird for the replacement value of any Bluebird Equipment when (i) Customer does not allow Bluebird access to retrieve Bluebird Equipment, or (ii) Bluebird Equipment is damaged, lost, or stolen prior to Bluebird's retrieval or during return by Customer due to Customer's negligence or misconduct. Customer agrees that any terrestrial Bluebird equipment, including conduit, fiber optic cable, optronics, wires, handholes, or manholes, may, at Bluebird's discretion, remain intact and in place as constructed by Bluebird and shall remain the property of Bluebird at all times for Bluebird's sole access and use unless otherwise agreed to by the Parties in writing. This provision shall survive the termination of this Agreement.

9. **Upgrades, Additions, and Portability.** This Agreement contemplates the possibility of Customer adding to or upgrading Services provided to it by Bluebird. Any changes to Services may involve changes to MRC and NRC. Changes must be requested in writing and shall be memorialized on a Service Order or similar documentation signed by both Parties. Subject to fiber availability and Bluebird's discretion, Customer has the option to port a Service to a new location and Bluebird may waive applicable early cancellation or early termination charges so long as: (a) the new service location is "On-Net," meaning Bluebird will incur no construction or other implementation costs to provide Services to the new location; (b) the Parties enter into a new Service Order for a term equal to or greater than the Service Term being replaced; (c) the new Service Order contains the same or greater MRC as the Service Order being replaced; and (d) Customer pays an NRC for any construction, splicing, and other costs associated with the new Service Order, if applicable.
10. **Service Level Objectives.**
- (a) **Availability.** Bluebird maintains a goal of 99.99% availability on Services provided over Bluebird's network and strives to repair all service-impacting conditions within four (4) hours of discovery. All Services are non-protected unless described specifically on the Service Order as protected.
 - (b) **Outage Credits.** Customer may be eligible for a credit based on Service downtime (each event, an "Outage"). The credit amount is calculated by determining the percentage of time that a Service experiences an Outage, calculated as minutes within a calendar month, in relation to the total calendar monthly minutes of the Service ("Outage Minutes Calculation"). The amount of the credit is determined by multiplying the Outage Minutes Calculation by the applicable MRC for the applicable Service ("Outage Credit"). To receive an Outage Credit, Customer must (i) open a trouble ticket with Bluebird's NOC when the Outage begins, and (ii) request the Outage Credit in writing within sixty (60) days of the conclusion of the Outage by submitting a request to disputeresolution@bluebirdfiber.com. In no event shall credits be provided to Customer in an amount that exceeds the MRC for the affected Service. Except as otherwise described in this Section 10, Outage Credits shall be the sole and exclusive remedy of the Customer in the event of any disruption of Service and under no circumstances shall downtime be deemed an event of default.
 - (c) **Third-Party Provider Credit.** Notwithstanding anything to the contrary, in the event a Service is being provided by Bluebird through any third-party fiber or equipment, Customer shall not be entitled to any amounts in excess of what is provided to Bluebird by the applicable third-party. In that event, Customer shall receive a credit equal to the lesser of (i) an Outage Credit as described in Section 10(b), or (ii) a pass-through of applicable credits provided to Bluebird by the third-party.
 - (d) **Outage Exclusions.** An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to or under any of the following circumstances: (i) Bluebird has not issued a Service Activation Notice for the Service; (ii) the negligence, error, or omission of Customer or others authorized by Customer to access, use, or modify the Service, or equipment used by Customer; (iii) power failure at the service location or the failure or poor performance of Customer-provided equipment; (iv) Bluebird is not afforded access to the premises and/or its facilities and such access is reasonably necessary to prevent a degradation or to restore Service; (v) Bluebird has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to Bluebird for installation; (vi) Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis; (vii) a Force Majeure Event; (viii) Customer's use of any Service in an unauthorized or unlawful manner; (ix) damage to fiber or facilities caused by a third-party; (x) disconnect or suspension for cause; or (xi) incorrect, incomplete, or inaccurate documentation or direction from Customer.
11. **Default.**
- (a) **Customer Default.** Customer shall be in default under this Agreement in the event of any of the following: (i) Customer fails to make a payment of any undisputed amount and such failure continues for more than five (5) days after Customer receives written notice of such failure from Bluebird; (ii) Customer fails to comply with any material obligation, agreement, term, or provision of this Agreement or a Service Order not contemplated under subsection (i) above and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Bluebird; (iii) Customer's use of a Service violates any law or causes Bluebird to violate any law; (iv) Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition; (v) Customer's use of the Services causes any adverse impact on Bluebird's rights to occupy the property where Services or other Bluebird property is located; (vi) Customer's or its end-user's equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Bluebird's fiber, equipment, or network. In the event of such interference, Bluebird reserves the right to immediately take any steps to remedy the interference, including suspension of Services.
 - (b) **Bluebird Default.** Bluebird shall be in default in the event it fails to comply with any material obligation under this Agreement and such failure continues for more than thirty (30) days after receipt of written notice reasonably detailing such failure from Customer; provided however, that if such default cannot reasonably be cured within thirty (30) days and if Bluebird is proceeding promptly and with due diligence in curing the default, the cure period shall be automatically extended as may be necessary.
12. **Early Termination.** In the event that Bluebird terminates a Service Order for Customer Default or Customer cancels or terminates any Service or Service Order for any reason other than Bluebird Default, (a) Bluebird may immediately stop work and/or cease providing Services, (b) Customer shall not be entitled to a refund of any prior consideration paid; and (c) Customer shall pay an early termination fee to Bluebird which shall be equal to (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid NRC or special construction charges, plus (iii) any fees payable to third parties and attributable to the terminated services, if any, to the extent such fees are not captured by the amounts in subsection (i) and (ii) of this section (together, "Early Termination Liability"). Early Termination Liability shall be due and payable in accordance with Section 5. The Parties agree that Early Termination Liability is a reasonable estimate of liquidated damages and not a penalty.
13. **Condemnation, Eminent Domain, Lack of Rights.** In the event that any portion of the assets utilized to provide a Service becomes the subject of a proceeding by any governmental agency or other party having the power of eminent domain for public purpose or use, Bluebird and Customer shall be entitled, to the extent permitted by law, to participate in such condemnation or eminent domain proceeding for compensation by either joint or separate awards for the economic value of their respective interests in the Services that are subject to the condemnation or eminent domain proceeding. Bluebird may terminate any affected Service without liability to Customer if: (a) Bluebird's applicable franchise authority is cancelled or terminated; (b) Bluebird is prohibited from furnishing the Services by regulation, statute, court order, or ruling by any other federal, state or local governmental authority; or (c) Bluebird's pole attachment, conduit use, or other necessary rights are terminated or become subject to such restrictions or conditions that continuation of the applicable Service is impracticable, unreasonable, or prohibited.
14. **Representations and Warranties.** Customer represents and warrants that (a) it has full right and authority to enter into this Agreement and Service Orders governed by it; (b) the Customer name listed in any Service Order is a legally valid and existing business in the state in which Services are provided; and (c) neither Customer nor its end-users will use the Services in any manner in violation of any applicable laws, regulations, or Bluebird's Acceptable Use Policy, available at bluebirdfiber.com/regulatory/. In the event Bluebird reasonably believes that a violation of any warranty has or will occur, Bluebird may take any action that it deems appropriate and reasonable under the circumstances to protect its systems, facilities, customers, and/or third parties.
15. **Indemnification.** Customer agrees to defend, indemnify, and hold Bluebird and its affiliates, directors, officers, members, employees, and agents harmless from any and all liabilities, costs and expenses, including but not limited to, reasonable attorneys' fees ("Claims"), related to or arising from (a) any breach of this Agreement by Customer or its end-users; (b) the use of Services or the Internet or the placement of any message, information, software, or other materials on the Internet by Customer or its customers; (c) acts or omissions of Customer or its customers in connection with the construction, installation, maintenance, presence, use, or removal of systems, channels, equipment, or software not provided by Bluebird; (d) damage to any real or personal property, or personal injury (including death), caused by the negligence, act, or omission of Customer or Customer's end-user of the Services; (e) claims for infringement of any intellectual property right arising from the use of Services, equipment, software, apparatus, and systems not provided by Bluebird; and (f) any violation of Bluebird's Acceptable Use Policy.
16. **Insurance.** In the event Services are provided at a location owned, leased, or controlled (including possession as a tenant) by Customer, then throughout Service Term, each Party shall maintain and, upon written request, shall provide proof of adequate commercial general liability insurance covering all equipment, operations, and work related to the Services and applicable Bluebird Equipment and facilities. Such insurance shall be written on an occurrence coverage basis and shall provide coverage equivalent to or greater than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage liability including coverage extension for blanket contractual liability or personal injury liability. Customer shall be responsible for ensuring that its insurer is not permitted to subrogate with respect to insurance carried by Bluebird.
17. **Limitation of Liability.** EXCEPT FOR CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF REVENUE, PROFITS, CUSTOMERS, CLIENTS, OR GOODWILL, WHETHER IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND THE DAMAGES WERE FORESEEABLE. In no event shall Bluebird's cumulative liability for claims related to this Agreement exceed the total amount paid by Customer to Bluebird within the one (1) month prior. Except as otherwise explicitly set forth in this Agreement, a Service Order, or service level agreement between the Parties, Bluebird shall not be liable for any failure or interruption in Services. Customer acknowledges and agrees that Bluebird has based its pricing on and entered into each Service Order in reliance upon the limitations of liability and disclaimers of warranties and damages in this Agreement and that such terms form an essential basis of the bargain.

18. Disclaimer. BLUEBIRD MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY SERVICES PROVIDED TO CUSTOMER. BLUEBIRD SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE BE LOST OR DAMAGED, AND PERFORMANCE OR INTEROPERABILITY OF THE SERVICES WITH ANY CUSTOMER EQUIPMENT OR SERVICES. BLUEBIRD MAKES NO WARRANTY REGARDING NETWORK SECURITY, ENCRYPTION, DATA INTEGRITY, OR DATA SECURITY. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED BUT FOR THE WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO REMEDY IMPAIRMENT. Customer acknowledges and agrees that because the flow of data to or from and through the Internet is dependent upon the performance of services provided or controlled by third parties, Bluebird cannot guarantee uninterrupted internet access and use. Bluebird will use commercially reasonable efforts to remedy impairment or disruption of Customer's access to the internet through Bluebird's Equipment.
19. Force Majeure. Bluebird shall not be liable with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by acts of nature, God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, damage to fiber or facilities caused by a third party, delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items, or any other circumstances beyond the reasonable control and not involving any fault or negligence of Bluebird (each, a "Force Majeure Event"). If a Force Majeure Event occurs, Bluebird shall be excused from performance under the applicable Service Order on a day-to-day basis during the continuance of such Force Majeure Event.
20. Confidential Information. The Parties agree not to disclose to a third party any Confidential Information furnished to it in connection with this Agreement. "Confidential Information" includes any information Bluebird regards as confidential or proprietary, including (a) all technical information and data, (b) product data and specifications, software, source codes, and other software information, processes, inventions, research projects, derivative works, and product development; (c) all business information, including accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, equipment designs, clients, personnel, know-how, data and material used or licensed by Bluebird, including computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (d) Bluebird employee or customer information; (e) Bluebird's confidential information disclosed to Customer by third parties; (f) rates, terms, or other information relating to Services, and (g) any information which a reasonable person would deem to be confidential. Use of Confidential Information shall be limited to purposes of fulfilling a Party's obligations hereunder. Customer will not use Bluebird's name or the name of any Bluebird product or service publicly without Bluebird's prior written consent. Bluebird's Confidential Information shall remain its property and shall be either returned to Bluebird or destroyed promptly upon the termination of a Service or at Bluebird's request.
21. Assignment. Customer may not assign or otherwise transfer its rights or obligations under this Service Order without the prior written consent of Bluebird. Any attempted assignment in contravention of this provision shall be null and void. Bluebird may at any time, without consent but on written notice, assign its rights and obligations to (i) any Affiliate (as "Affiliate" is hereinafter defined), or (ii) a person, firm, corporation, partnership, association, trust or other entity which purchases all or substantially all of its assets whether via merger, sale, stock purchase, or other similar equity arrangement. This Service Order shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
22. Notice. All notices and communications concerning or relating to Services shall be in writing and addressed to the other party using the information listed below. If Customer's notice address information is not listed below, the notice address shall be any address associated with Customer as listed in a Service Order. Any notice or communication required or permitted to be given hereunder shall be in writing and may be delivered by hand, deposited with a nationally recognized overnight courier, sent by confirmed electronic mail, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party or to such other address as either Party may notify the other in writing from time to time. Such notice will be deemed to have been given as of the date given by hand or electronic confirmation, the day after deposit with a nationally recognized overnight courier, or five (5) days after it was mailed.

If to Bluebird Fiber:	If to Customer:
9201 Ward Parkway, Suite 300 Kansas City, MO 64114 Attn: Legal contract.management@bluebirdfiber.com	

23. Miscellaneous.
- (a) Authorizations. Without the other Party's prior written consent, neither Party shall refer to itself as an authorized representative of the other, use the other Party's logos, trademarks, service marks, carrier identification codes, or any variations thereof, or engage in any activity using or displaying the other Party's name or the Services, without the prior written consent of the other Party.
- (b) Data Centers. To the extent Services involve a Bluebird data center, Bluebird's Data Center Customer Guidelines and other terms and conditions, located at bluebirdfiber.com/agreements-and-guidelines/, are incorporated herein and made a part of this Agreement by reference.
- (c) Customer Terms. Any terms and conditions provided to Bluebird by Customer shall have no binding effect unless memorialized in a document signed by authorized representatives of both Parties.
- (d) Data Transmission. Because Bluebird acts only as a conduit for transmission of data, Bluebird explicitly disclaims any obligations related to Protected Health Information and the Health Insurance Portability and Accountability Act of 1996. Customer shall have responsibility and liability for all content Customer or any end-user transmits over Bluebird's network or while using the Services, and Customer agrees to indemnify and hold Bluebird and Bluebird's third-party providers harmless with respect to any claims therefrom.
- (e) Ownership and Encumbrances. Customer acknowledges that it has no title to any fiber, facilities, equipment, or materials provided by Bluebird and shall not in any way encumber the Services, cable, or any property that is the subject of or related to a Service Order.
- (f) Governing Law and Exclusive Jurisdiction. All terms shall be construed in accordance with the laws of the state of Missouri, without reference to its conflict of law provision. The obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws. Any suit, action, or proceeding seeking to enforce any provision or based on any matter arising out of or in connection with this Agreement, must be brought in the appropriate courts in Jackson County, Missouri.
- (g) Negotiated Agreement. This Agreement and any related Service Orders have been fully negotiated and jointly drafted.
- (h) Limited Effect of Waiver. Any waiver or failure to enforce a provision of this Agreement or any Service Order shall not be construed as a general waiver of the provision.
- (i) Document Precedence. In the event of a conflict between this Agreement and an applicable Service Order, the provisions of the applicable Service Order shall prevail.
- (j) Severability. If any term or provision is determined to be invalid or unenforceable by a court or body of competent jurisdiction, both Parties shall be relieved of all obligations arising under such provision and the applicable term or provision shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent.
- (k) Integration. This document constitutes the entire and final agreement and understanding between Bluebird and Customer with respect to the subject matter hereof and may be supplemented with additional provisions as listed or described within a Service Order.
- (l) Amendment. This Agreement and any Service Order may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of each Party.

RESOLUTION NO. 2548-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND MISSOURI NETWORK ALLIANCE FOR A FIVE-YEAR SERVICE CONTRACT FOR FIBER AND INTERNET SERVICES.

WHEREAS, the Hannibal Police Department needs a reliable internet connection as well as a direct fiber connection to NECOMM, and

WHEREAS, Missouri Network Alliance (DBA Bluebird Fiber) provided a five-year contract set at \$525 per month, and

WHEREAS, The service agreement with Missouri Network Alliance for a term of five 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 Missouri Network Alliance (DBA Bluebird Fiber) and the City of Hannibal in the amount of \$525 per month for fiber and internet services.

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

Adopted this 15th day of April 2025.

Approved this 15th day of April 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk



Grant/Sponsorship E-Verify Affidavit – Missouri Division of Tourism

I certify the following:

1. I am at least 18 years old.
2. I have authority to make the representations in this statement on behalf of the organization named below ("Organization").
3. Organization understands that the receipt of funds from the State is covered by § 285.530 of the Revised Statutes of Missouri ("RSMo"), which requires, as a condition for the award of any grant or sponsorship in excess of \$5,000 by DED to a business organization (as defined in § 285.525(1) RSMo), that the organization provide a sworn affidavit regarding employment of unauthorized aliens (§ 285.525(10) RSMo) and participation in a federal work authorization program (§ 285.525(6) RSMo), which currently is the E-Verify program.
4. Organization does not and will not knowingly employ an unauthorized alien in connection with the grant or sponsorship, and activities conducted under it, for the duration of the grant or sponsorship.
5. Organization hereby affirms (check the applicable box):

☐ Organization is enrolled in, and will continue to participate in, the E-Verify federal work authorization program with respect to employees hired after enrollment who are proposed to work in connection with activities to be conducted under the project for which the grant or sponsorship was made, for the duration of the project. Organization is providing a copy of its E-Verify Memorandum of Understanding with the U.S. Department of Homeland Security as an attachment to this Affidavit.

OR

☐ Organization has no employees.

Signature of Authorized Representative of
Organization

Type or Legibly Print Name of Authorized
Representative of Organization

Type or Legibly Print Title of Authorized
Representative of Organization

Type or Legibly Print Organization's Name

State of _____)
County (or City) of _____) ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally
appeared _____ [name of organization's authorized representative],
_____ [authorized representative's title or office] of

_____ [name of organization], proved to me through identification documents or
personally known to me to be the person who signed this document in my presence, and acknowledged
to me that such person signed it voluntarily for its stated purpose on behalf of the organization.

[Affix Notary Seal]

Notary Public



VisitMo.com

Marketing Matching Grant Application Authorization

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

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

Print Name of Project Director

Print Name of President/CEO

Signature of Project Director

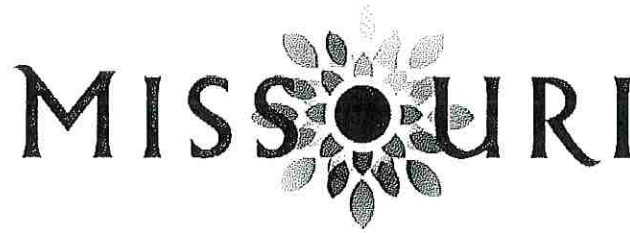
Signature of President/CEO

Date

Date

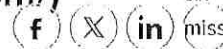
← Back (<https://missouritourism.submittable.com/submit>)

Trisha O'Cheltree (https://www.submittable.com/help/submitter?orgId=18272)



VisitMo.com

(<https://industry.visitmo.com/>)



Following

Marketing Matching Grant - FY26

Ends on Wed, Apr 30, 2025 11:59 PM

Here you will find information you'll need to successfully complete and submit required documentation for MMG FY2025. Once this application has expired, you can find this information on our Industry Portal under the [Programs](https://industry.visitmo.com/programs/2019-program-info) (<https://industry.visitmo.com/programs/2019-program-info>) section.

- **FY26 Marketing Matching Grant Guidelines** (<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2025/03/FY26-MMG-Guidelines.pdf>)
- **FY26 Social Guide** (<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2025/03/Social-Guide.pdf>)
- **Program Calendar** (<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2025/03/Co-op-Calendar.pdf>)

Organization Name: (required)

Hannibal Convention & Visitors Bureau

DMO Number (required)

091 - City of Hannibal CVB

City of Hannibal CVB

FEIN: 43-6001552 06

MO Charter Number: Not Required

CTL: 4

[Manage Collaborators](#)

step

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bmi

ssio

n) 37 / 300 characters

Physical Address: (required)

Country (required)

United States



Address (required)

925 Grand Ave.

Address Line 2 (optional)

City (required)

Hannibal

State, Province, or Region (required)

MO

Zip or Postal Code (required)

63401

County(s): (required)

Marion & Ralls

Phone Number: (required)



1 (636) 734-1938

Website: (required)

visithannibal.com

Type of Organization: (required)

- ☐ Chamber of Commerce
- ☐ City Department
- ☐ County Department
- ☒ Convention & Visitors Bureau
- ☐ Other

BUSINESS E-VERIFY DOCUMENTATION AND AFFIDAVIT OF WORK AUTHORIZATION:

The organization will need to supply a notarized affidavit dated for 2024. The organization will also need to upload their E-Verify Employment Eligibility Verification page or Memorandum Of Understanding (MOU).

E-Verify Documentation

The organization must be enrolled in E-Verify and provide a copy of its signed Memorandum of Understanding with the U.S. Department of Homeland Security, as required by § 285.530 RSMo3 (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>).

The E-Verify Program is currently the only federal work authorization program as described in § 285.530 RSMo. If applicant is not already enrolled in E-Verify, go to <https://e-verify.uscis.gov/enroll/> (<https://idp.uscis.gov/enroll/everify>) to enroll in the program.

E-Verify Upload: (required)

Everify.pdf

No more files may be attached here.

Acceptable file types: .doc, .docx, .pdf

Affidavit of Work Authorization:

This hyperlinked Affidavit of Work Authorization needs to be signed, notarized and uploaded below. It must be dated for 2024.

<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/09/DED-Tourism-Grant-Sponsorship-E-Verify-Affadavit-2024.pdf> (<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2024/09/DED-Tourism-Grant-Sponsorship-E-Verify-Affadavit-2024.pdf>)

Notarized Affidavit Upload: (required)

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .doc, .docx, .pdf

PROJECT INFORMATION:

Project Name: (required)

Hannibal CVB Advertising MMG FY26

This is the name that will appear on the MMG contract.

Briefly describe the area marketed and the applicant DMO's marketing arrangements throughout the county(s) that make this project a "countywide marketing initiative:" (required)

Our DMO markets attractions to Marion and Ralls counties. Our largest attraction center around the man the put the Hannibal area on the map-Mark Twain. We also are working hard to promote Molly Brown's home. It was recently moved from its original site to preserve the home. Her home now sits adjacent to Mark Twain's boyhood home at 400 N. Main. Major attractions continue to be the Mark Twain Boyhood Home and Museum, Mark Twain Cave, Mark Twain Riverboat, Mark Twain Live stage performances and Jim's Journey. We also highlight our historic downtown for its locally owned unique shops and restaurants, our wonderful parks, outdoor murals, our riverfront, festivals, the Veteran's memorial, lighthouse, Tom & Huck statue, Lover's Leap and Sawyer's Creek set to open this summer. We also have Mark Twain Lake area full of boating, camping, hiking and outdoor activities. Major annual festivals continue to grow. This year marks 70 years of National Tom Sawyer Days, we have the biggest Steampunk festival in the U.S., Twain on Main, Folklife festival, Great Girlfriend Getaway, Chocolate Extravaganza, Big River Comic Convention, Music Under the Stars, Victorian Festival of Christmas and a few concerts in the summer that bring national recording artists bringing a ton of people to town.

List regions, cities and towns as well as attractions and activities in the area that would be of interest to a tourist. Include major attractions, fairs & festivals, events, etc.

Indicate the specific total funds (\$) requested from the Division of Tourism with this application: (required)

\$ USD

Complete Project Budget Grid:

The MMG Itemized Budget Grid is used for MMG applications and any requests for modification. If a line items needs to be changed, a new MMG Itemized Budget Grid should be emailed to a Co-Op staff member for approval.

The budget grid can be downloaded here:

- **BUDGET GRID** (<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2025/03/FY26-MMG-Budget-Grid.xlsx>)

Upload Budget Grid: (required)

Choose File

Upload a file. No files have been attached yet.


Acceptable file types: .xls, .xlsx

Please check one of the following, if part of the media will be placed independently (by the DMO) and part will be placed by another agency/3rd party vendor, indicate the percentage for each: (required)

- ☒ Ads will be placed through MDT's agency of record (OBP)
- ☐ Ads will be placed by another agency or 3rd party vendor
- ☐ Ads will be placed independently (DMO)


A 3rd party vendor is any vendor placing media on a platform they do not own.

What media types will be placed through MDT's agency? (required)

 Print

☐ Out of Home

 TV

 Radio

 Digital

☐ SEM

MEDIA ACTIVITIES

What was the total DMO budget (\$) for travel and tourism in FY25? (required)

\$ USD

This should include all marketing costs and administration costs.

For a CVB, this would be the total budget.

For a city or county, this would be only the budget allocated to tourism.

What was the total DMO budget (\$) for travel and tourism MARKETING in FY25? (required)

\$ USD

This should include ONLY marketing costs and NO administration costs.

Both costs that will be matched through MMG and costs that will be outside of the grant.

AUTHORIZING AGENTS

Complete the contact information for 1) the applicant who is designed to serve as primary contact with MDT (known as the Project Director), and 2) the DMO President/CEO, who is authorized to enter into this marketing contract with the State of Missouri.

Project Director Name: (required)

Project Director Title: (required)

Director, Hannibal CVB

Project Director E-Mail Address: (required)

trishaochellree@gmail.com

Project Director Phone Number: (required)



(573) 221-2477

DMO President/CEO Name: (required)

Barry Louderman

DMO President/CEO Title: (required)

Mayor

DMO President/CEO E-Mail Address: (required)

BLouderman@hannibal-mo.gov

DMO President/CEO Phone Number: (required)



(573) 221-0111

MMG Application Authorization Form:

The Project Director and President/CEO must sign the hyperlinked form and upload it below:

<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2023/03/MMG-Application-Auth-Form.pdf> (<https://mdt-visitmo-cdn.s3.us-east-2.amazonaws.com/wp-content/uploads/sites/2/2023/03/MMG-Application-Auth-Form.pdf>)

Authorization Form Upload: (required)

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .doc, .docx, .pdf

For Informational Purposes:

If you or someone you know served in the U.S. Armed Forces, we encourage you to visit <http://veteranbenefits.mo.gov> (<http://veteranbenefits.mo.gov>) or call (573) 751-3779 to learn about available resources.

Are you having difficulty submitting?

If you click submit and nothing happens, double check that you have answered all required questions. If you still receive an error, email a Co-Op staff member. If you believe it is a technical issue, please email support@submittable.com (<mailto:support@submittable.com>).

Save Draft

Submit

🕒 Last Saved 5 days ago

Drafts may be visible to the administrators of this program.

🔗 Technical Help (<https://www.submittable.com/help/submitter?orgId=18272>) | Privacy Policy (<http://www.submittable.com/privacy>)

🔗 Powered by Submittable (<https://www.submittable.com/what-is-submittable/?ref=poweredby>) © 2025

RESOLUTION NO. 2543-25

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO
EXECUTE THE MISSOURI DIVISION OF TOURISM MATCHING MARKETING
GRANT APPLICATION AND ANY SUBSEQUENT ACCEPTANCE DOCUMENTS, IN
THE AMOUNT UP TO \$120,000.00**

WHEREAS, The Hannibal Convention & Visitors Bureau participates in the Missouri Division of Tourism's Promote Missouri Fund program, and

WHEREAS, The Hannibal Convention & Visitors Bureau is requesting approval for submission of a matching marketing grant application and subsequent acceptance of the grant in the amount of \$120,000.00 if awarded, and

WHEREAS, the purpose of the grant is to provide additional funding for digital advertising opportunities in the promotion of the Hannibal community, and

WHEREAS, the Mayor's signature is needed to submit this grant application and subsequent acceptance documents.

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

SECTION ONE: The Mayor is hereby authorized to execute the Missouri Division of Tourism's Matching Marketing Grant Program application and any subsequent acceptance documents in the amount up to \$120,000.00

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

ADOPTED THIS 15th DAY OF APRIL 2025.

APPROVED THIS 15th DAY OF APRIL 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk



ELECTRIC WATER SEWER STORMWATER
3 Industrial Loop Drive | PO Box 1589 | Hannibal, MO 63401 | (573)-221-8050
www.HANNIBALBPW.org



MEMO

To: Hannibal City Council
From: Matt Munzlinger
Date: April 8, 2025
Re: North Street Storm Sewer Phase I – Change Order Update

Background: As previously reported at the March 4, 2024 City Council Meeting, it was found during the installation of the new storm sewer box culvert along North Street that the sanitary sewer service for 116 North Street was installed in the top of the old storm sewer. The elevation of the sewer service is too low to gravity flow to the sanitary sewer main located on the south side of North Street and on the south side of the new storm sewer. Once this was discovered, a temporary solution was implemented to allow the installation of the new storm sewer to continue as planned.

The temporary solution was the installation of a 1,000-gallon septic tank acting as a storage tank for the sanitary sewage generated at the address. Three times a week the HBPW sewer crew vacuums out the tank. This typically occurs Monday morning, sometime Wednesday, and Friday afternoon.

Until it was determined that the sanitary sewer service laterals from the lots further west on North Street were able to gravity flow over the storm sewer, a permanent solution could not be designed.

Information Provided: A permanent solution has been designed, and the property owner has agreed to the solution. Counsel has drafted the necessary easement to complete the construction of the sanitary sewer service to 116 North Street. A price of \$ 24,762.52 has been provided by the contractor for the installation of both the temporary and permanent solutions.

Action Requested: In the interest of keeping the project progressing forward, the Council indicated that they were in favor of approving the change order and easement. I am requesting approval of the resolution allowing the Mayor to sign the easement.

CHANGE ORDER

No. 2PROJECT: **City of Hannibal, North Street Storm Sewer Upgrades.**

DATE OF ISSUANCE ...02/27/2025..... EFFECTIVE DATE.....

OWNER ...City of Hannibal, Missouri

OWNER's Contract No.

PSBA Project No. C-20-113

CONTRACTOR S&A Equipment and Builders, Inc.

ENGINEER: Poepping, Stone, Bach & Assoc, Inc.

You are directed make the following changes in the Contract documents.

Description: A new sanitary service line, pump tank, pumps, controls, electrical service and force main shall be installed for 116 W North Street in Hannibal MO. This shall include all necessary connections to existing sewer, backfill, and cleanup necessary to install this complete sanitary sewer service.

Reason for Change Order: To provide sanitary service to 116 W North Street and route the sewer under the new concrete box culvert.

THE FOLLOWING PAY ITEMS AND QUANTITIES AND AGREET UNIT PRICES SHALL BE ADDED TO THE CONTRACT:

Item	Quantity	Unit Price	Extended Price
Provide, install and relocate 1000 Gallon concrete pump tank	1 Each	4780.40	4780.40
6" PVC Sanitary Service	65 LF	52.30	3,399.50
Install 2 new risers with Neenah R-1916 Lid	2 Each	2878.06	5765.12
Install Meyers 1hp 230 V Grinder			
Pump simplex demand control panel	1 Each	3589.31	3589.31
1.5" Force Main connected to	32 Foot	58.10	1859.20
Install electrical panel and service to pump	1 Each	5377.99	5377.99
Subtotal			24762.52

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 1,563,228.70

Contract Price prior to this Change Order

\$ 1,677,388.20**CHANGE IN CONTRACT TIMES:**

Original Contract Times

Substantial Completion: Dec 31, 2024Ready for final payment: Mar 15, 2025

Contract Times prior to this Change Order

Substantial Completion: Dec 31, 2024Ready for final payment: Mar 15, 2025

days or dates

Net Increase (decrease) of this Change Order

Net Increase (decrease) of this Change Order

\$ +24,762.52(At unit Prices)

Contract Price with all approved Change Orders

\$ 1,702,150.72

N/A

Days

Contract Times with all approved Change Orders

Substantial Completion: Dec 31, 2024Ready for final payment: Mar 15, 2025

days or dates

RECOMMENDED:

APPROVED:

BY:



Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

Date:

Date:

APPROVED

ACCEPTED:

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Date:

Date:

Page 1 of 4
**UTILITY EASEMENT, RIGHT OF WAY
AND AGREEMENT REGARDING LIFT STATION**

RICHARD J. Y. HA and JEONG JAE HA, HUSBAND AND WIFE, GRANTOR,
hereinafter also referred to as First Party,
and

**The City of Hannibal, Missouri, a Missouri municipal corporation, acting by and through
it's Board of Public Works,** hereinafter referred to as the City, GRANTEE .

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, said First Parties do hereby grant unto the City, its successors and assigns, a temporary easement for purposes of installing and maintaining a sanitary sewer lift station and repairs and paving to an existing parking area, as well as a permanent right of way and easement for the purpose of constructing, utilizing and maintaining utility easements serving same over and across the following described property:

**The South 20 feet of the parts of Lot Eight (8) in Block Thirty-three (33) dimensionally
deeded at 65.5' by 113' in the original town of Hannibal, more commonly known as 116-120
North Street in the town (now City) of Hannibal**

(Legal Description provided to preparer)

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Grantors grant to the City a temporary right of way and easement for installation of a lift station, as well as a sewer line for the passage and transmission of sewer and for the establishment, construction, and use of such required structures as are necessary to accomplish such purpose. Such easement shall be in full force and effect until Grantee is no longer responsible for maintaining the lift station and sewer line pursuant to the terms of this agreement.
2. While this easement is active, the City shall have the right to maintain said right of way in such manner as they deem appropriate and necessary, and to install and/or repair such structures as they deem necessary. Grantors herein grant to City such rights of access as the City may deem necessary to access the easement for purposes of construction and maintenance.

3. Grantors agree that the structures allowed to be constructed shall include a lift station and sanitary sewer line which shall connect to the City of Hannibal sanitary sewer system sewer main. After installation, Grantees shall continue to be responsible for the lift station and shall be responsible for all repairs to the lift station solely while the property is owned by Grantor. Immediately upon transfer of the property by Grantor, then Grantors successor or assigns shall be responsible for the lift station and line to the City of Hannibal sanitary sewer system main, and further shall be responsible for all repairs to the lift station and sewer line to the main at no cost to Grantees, including complete replacement.

4. To the extent that any portion of the sewer main is contained by Grantor's property, then Grantors further grant a permanent easement and right of way to Grantee for installation of sewer mains, as well as for the passage and transmission of sewer and for the establishment, construction, and use of such required structures as are necessary to accomplish such purpose.

5. Grantors agree that they shall not place any new structure, sign or any other new improvement, permanent or temporary within the confines of any of the right of way area conveyed without first obtaining the prior written consent of the Grantee.

6. In the event that this section 5 should be violated, the Grantees shall be entitled to remove such improvement, with costs to Grantor, their successors or assigns. In the event that any such improvements should be damaged during the removal, Grantors shall bear the cost of such damage and indemnify and hold the City harmless from any claims arising from such damage.

7. Grantors agree that neither they nor their heirs or successors of the Grantors nor any other person for or in the name of the Grantors shall or will attempt to deny said right of access unless abandoned by Grantee or their heirs or successors.

8. Grantors further grant to the City a temporary right of way and easement for installation of a parking surface, and for the establishment, construction, and use of such required structures as are necessary to accomplish such purpose. The parties agree that this temporary easement shall terminate upon completion of the installation. The parties further agree that upon completion of the parking area, that Grantees shall have no further responsibility for maintenance or repairs, and any such further repairs shall be the sole obligation of Grantors, their successors and assigns.

9. These easements, rights of way and covenants herein stated shall run with the land to the maximum extent possible shall such easement or right of way shall not be considered abandoned unless formally abandoned by the City in the manner provided under Missouri Law or as otherwise provided in this agreement.

IN WITNESS WHEREOF, the parties have set their hands as of the date first above written.

GRANTORS:

Richard J. Y. Ha
RICHARD J. Y. HA

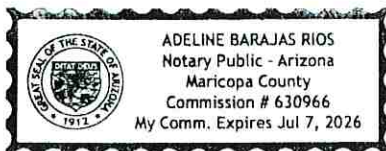
Jeong Jae Ha
JEONG JAE HA

Arizona
STATE OF ~~MISSOURI~~)
Maricopa) SS.
COUNTY OF ~~MARION~~)
Maricopa

One this 24th day of March, 2025, before me, a Notary Public, personally appeared **RICHARD J. Y. HA and JEONG JAE HA, HUSBAND AND WIFE**, to me known to be the same person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Scottsdale, Az the day and year last above written.

-SEAL-



Adeline Barajas Rios
Notary Public
My commission expires: Jul 7, 2026

By the signature hereto of the Mayor, acknowledged by the City Clerk, this agreement is hereby approved by the City of Hannibal

Barry Louderman, Mayor

(Seal)

Attest: _____
City Clerk

STATE OF MISSOURI)
)ss.
COUNTY OF MARION)

On this _____ day of _____, 2025, before me personally appeared Barry Louderman, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Mayor of the Municipal Corporation of the State of Missouri, and that the said instrument was signed on behalf of said corporation by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

Notary Public

My term expires the _____ day of _____, 20_____.

RESOLUTION NO. 2544-25

**A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR
TO EXECUTE AN EASEMENT WITH THE PROPERTY OWNERS OF 116
NORTH STREET.**

WHEREAS, the City of Hannibal has a contractor onsite completing the replacement of the North Street Storm Sewer, and

WHEREAS, an easement is needed for the relocation of the sanitary sewer service from 116 North Street to allow for the completion of the project, and

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

SECTION ONE: That the Mayor is hereby authorized to execute an easement with the property owners of 116 North Street.

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

ADOPTED THIS 15th DAY OF APRIL 2025.

APPROVED THIS 15th DAY OF APRIL 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk