

City of Hannibal
OFFICIAL COUNCIL AGENDA

**Tuesday October 4, 2022
Council Chambers
7:00 p.m.**

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

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

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

The instructions to watch the meetings online follow:

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

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

Regularly Scheduled Meeting – September 6, 2022

**APPROVAL PAYROLL AND ACCOUNTS PAYABLE
Second Half –September 2022**

JOSEPH BOGUE – HISTORIC HANNIBAL MARKETING COUNCIL

Re: Request, Street Closures – *Trick or Treat on Main*
(Monday, October 31, 2022 – 2:00 p.m. – 8:00 p.m.)

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ANNA LEMON & SETH WADE– CHILD ADVOCACY CENTER

Re: Request, Use of City Owned Property and Sale of Alcohol on City Owned Property – *Strings to Mend*
(Saturday, November 5, 2022 – 12:00 p.m. – 5:00 p.m.)

COREY MEHAFFY – HANNIBAL REGIONAL ECONOMIC DEVELOPMENT COUNCIL

Re: Amended and Restated, Project Stay Redevelopment Project
(Bill No. 22-027, to follow)

Re: Revised Boundaries & Program Update – Downtown Community Improvement District

MCKENZIE DISSELHORST, EXECUTIVE DIRECTOR – HANNIBAL AREA CHAMBER OF COMMERCE

Re: Support, Downtown Community Improvement District

KATY AYERS, PRESIDENT – HISTORIC HANNIBAL MARKETING COUNCIL

Re: Support, Downtown Community Improvement District

JAMES R. HARK - MAYOR

Re: Recommendation of Reappointments
HANNIBAL CONVENTION & VISITORS BUREAU

- *Beth Knight – reappointment for a term to expire September 2027*
- *Gayle Viorel – reappointment for a term to expire September 2027*

STEPHAN FRANKE – COUNCIL MEMBER, 3rd WARD

Re: Installing/Maintaining Cameras – City Hall

JAMES LEMON – CITY ATTORNEY

Re: 501-507 North Third Street (former HCVB) – Right of First Refusal

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ANGELICA ZERBONIA – CITY CLERK

Re: April 2023 Municipal Election

- Council Member 5th Ward
 - Council Member 6th Ward
 - Proposition "R"
- (Bill No. 22- 026, to follow)*

MIKE MURPHY – BUILDING INSPECTOR

Re: Request, Set Public Hearings

- **Rezoning - Southwest Intersection, Stardust Drive and Munger Lane – B-Multiple Family to E-Commercial – Tuesday, November 1, 2022 – 6:30 p.m.**
- **Code Amendment, Chapter 29, Article II – Plat Approval Procedures, Section 29-56, Content, Subsection 9 - Tuesday, November 1, 2022 – 6:45 p.m.**

ANDY DORIAN, DIRECTOR – CENTRAL SERVICES

Re: Acceptance of Donated Property – Settlement Agreement & Release and General Warranty Deed – 310 South 8th Street

*Nicholas Leland Ryan & Jamie Ryan
(Resolution No. 2431-22, to follow)*

RESOLUTION NO. 2431-22

A RESOLUTION OF THE CITY OF HANNIBAL AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE AND GENERAL WARRANTY DEED FOR THE ACCEPTANCE OF DONATED PROPERTY KNOWN AS 310 SOUTH 8TH STREET FROM NICHOLAS LELAND RYAN AND JAMIE RYAN TO THE CITY OF HANNIBAL

BILL NO. 22-026

AN ORDINANCE OF THE CITY OF HANNIBAL PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD TUESDAY, APRIL 4, 2023, FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS OF THE FIFTH (5TH) AND SIXTH (6TH) WARDS AND TO ALLOW HANNIBAL VOTERS TO DETERMINE THE CONTINUATION OF FUNDING THE CITY'S RECYCLING PROGRAM

First Reading

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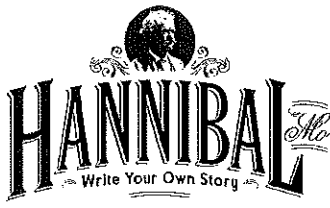
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BILL NO. 22-027

AN ORDINANCE OF THE CITY OF HANNIBAL ACCEPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION; FINDING THAT A CERTAIN BLIGHTED AREA AS DEFINED IN CHAPTER 353 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED, THE URBAN REDEVELOPMENT CORPORATIONS LAW, EXISTS IN THE CITY OF HANNIBAL AND THAT THE REDEVELOPMENT OF SUCH AREA IS NECESSARY AND IN THE PUBLIC INTEREST; APPROVING A DEVELOPMENT PLAN FOR SUCH AREA; APPROVING A GRANT OF LIMITED REAL PROPERTY TAX ABATEMENT; APPROVING A DEVELOPMENT AGREEMENT; AND PROVIDING FURTHER AUTHORITY

First Reading

ADJOURNMENT



Return to:
Office of the City Clerk
320 Broadway
Hannibal, MO 63401
Ph. (573) 221-0111
Fax (573) 221-8191

SPECIAL EVENT APPLICATION

(Council Meetings are the 1st & 3rd Tuesdays of each month)
Deadline for Submission: Wednesday, Prior to Council Meeting

Today's Date: 09/22/2022 Date you wish to be placed on Agenda: 10/4/2022

Your Organization: Historic Hannibal Marketing Council Special Event: Trick or Treat on Main Street

Date(s) of Event: 10/31/2022 Requested Times (from-to): 2pm-8pm

Description of Activity: Closure of the street to hold an all inclusive, halloween trunk or treat. There
will be businesses providing candy and treats and trucks and vehicles lining
the streets.

Primary Contact Person(s): Joseph Bogue Home Phone: 314-718-4718

Work Phone: Same Cell Phone: Same E-mail: jodybogue@gmail.com

Assistance Needed (location, etc.): Street Closure on North Main from Broadway to North St., and to the
alleys east and west of Main St on Center St., Bird St., and to the alley
east of Main on Hill St.

DEPARTMENTAL COMMENTS

Police: "I don't believe this will need anything from us." Dept. Cost: Ø
- Lieutenant Grote

Fire: "No issue with this event." Dept. Cost: Ø
- Ryan Neisen

Public Works: N/A Dept. Cost: Ø
N/A

Building Inspector: "I have no comment." Dept. Cost: Ø
- Mike Murphy

Parks: "Parks has no objections."

Dept. Cost: \emptyset

-Andy Dorian

Street: "Streets has no objections."

Dept. Cost: \emptyset

-Andy Dorian

Tourism: "We always look forward to this fun community event."

Dept. Cost: \emptyset

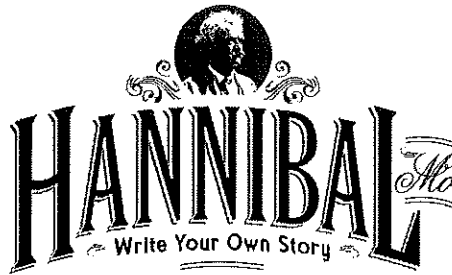
-Megan Rapp

Administration:

Dept. Cost: \emptyset

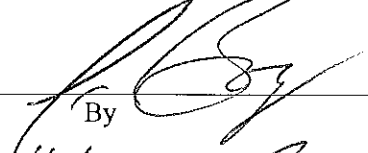
STAFF RECOMMENDS: Approval upon receipt of insurance

OK'd by City Clerk



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 
H.H. Mc Board Member

Title

9/20/2022

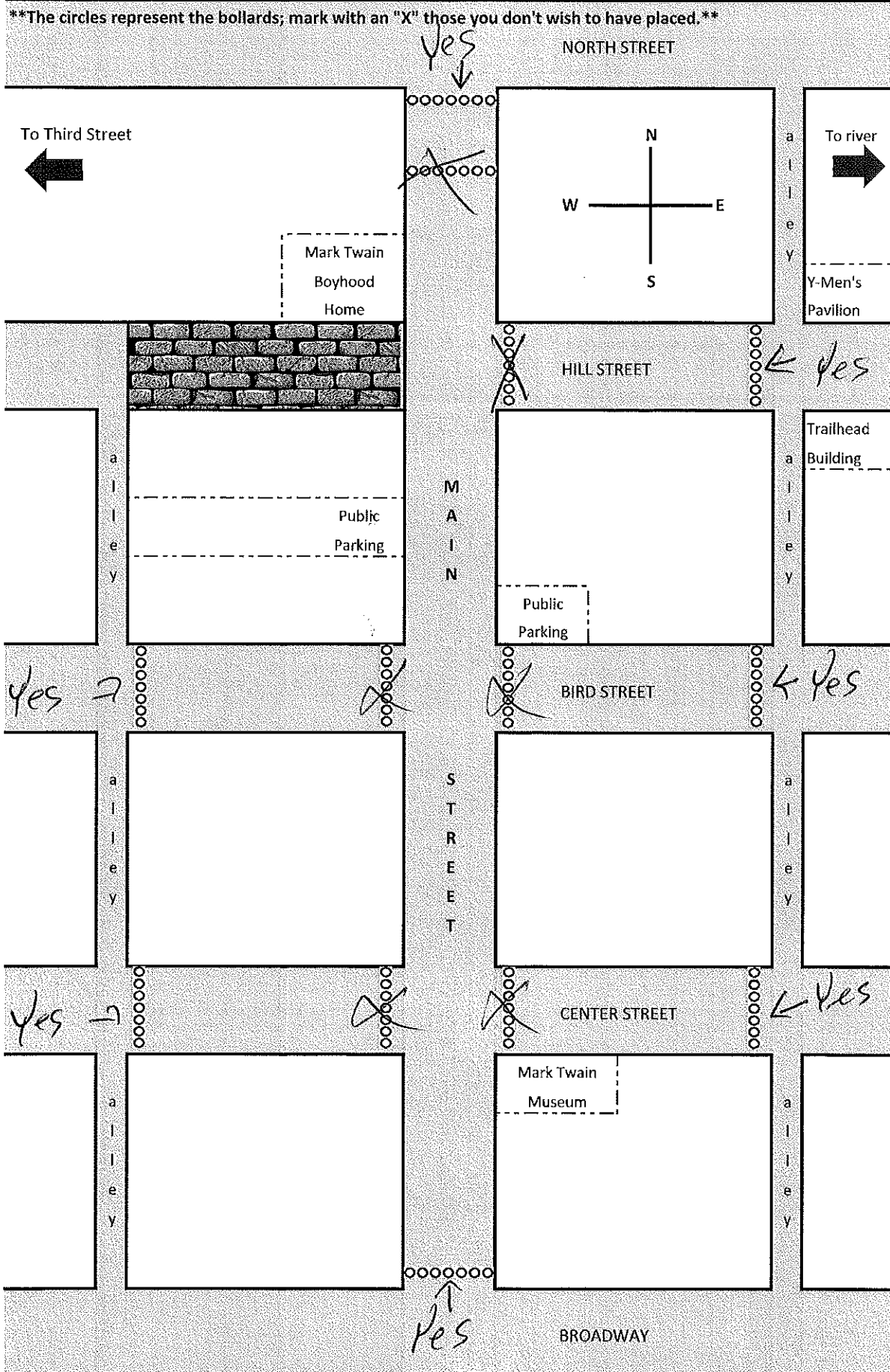
Date

ACTIVITY		PROCESS
<input type="checkbox"/>	Business License	The business / group promoting and organizing the event for profit must obtain a City of Hannibal Business License. Contact City Hall at 573-221-0111 for more information.
<input 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 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 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 type="checkbox"/>	Security	(Must Provide Own) Method of Security
<input type="checkbox"/>	Waste Removal / Recycling	Responsibility of Event Holder
<input type="checkbox"/>	Port-A-Potties	Not supplied by City
<input checked="" type="checkbox"/>	Barricades	Available through Street Department 573-221-0134

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

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

HISTORIC DISTRICT - PROPOSED STREET CLOSURES (Bollard Placement)



For assistance in determining the bollard placement/openings, contact Mike McHargue, Street Supervisor at (573) 822-6950



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name Trick or Treat on Main Street Date of Event 10/31/2022
Location/Address/Facility Name North Main St.

Expected Number of Attendees: 3000

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: Joseph Bogue

Cell Phone: 314-718-4718

B. Emergency Notification

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

2. Will on-sight EMS be provided?

☒ Yes ☐ No

If yes, contact name and phone Marion County EMS

3. Will on-site security be provided?

☐ Yes ☒ No

If yes, contact name and phone _____

C. Severe Weather

1. Weather forecasts and current conditions will be monitored throughout the entirety of the event.
2. Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.
3. During the event – If severe weather occurs during the event, the EAP event representative or his/her designee will make the notification to those attending the event that a hazardous weather condition exists and direct them to shelter.
4. There are limited provisions for sheltering participants in the event of severe weather.

D. Fire

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

☐ Yes ☒ No

If yes, what has been identified? _____

2. Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.
3. Any food vendors will be inspected when appropriate by the fire code and must meet permitting requirements.
4. Should an incident occur that requires the Fire Department, **CALL 911**. The caller should have the following information available to give the 911 dispatcher: Nature of the emergency, location, and contact person with a callback number.

E. Medical Emergencies

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

F. Law Enforcement

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

G. Emergency Vehicle Access

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

V. CONTACT INFORMATION

Primary Contact: Joseph Bogue Cell Phone: 314-718-4718
Secondary Contact: Kim Bogue Cell Phone: 636-614-8649

Dial 911 in case of emergency

VI. EVENT AREA MAP (attach next page)



Return to:
Office of the City Clerk
320 Broadway
Hannibal, MO 63401
Ph. (573) 221-0111
Fax (573) 221-8191

SPECIAL EVENT APPLICATION

(Council Meetings are the 1st & 3rd Tuesdays of each month)
Deadline for Submission: Wednesday, Prior to Council Meeting

Today's Date: 9-27-2022 Date you wish to be placed on Agenda: 10-4-2022

Your Organization: Child Advocacy Center Special Event: Strings to Mend

Date(s) of Event: 11-5-2022 Requested Times (from-to): 12-5 pm

Description of Activity: See Attached Fundraiser - for Child Advocacy Center
Music, Food vendors, alcohol sales

Primary Contact Person(s): Seth Wade + Anna Lemon Home Phone: _____

Seth Work Phone: 822-5115 Anna Cell Phone: 406-7650 E-mail: _____

Assistance Needed (location, etc.): use of electricity + use of city owned
property, Sale of alcohol on city owned property - Hill Street

DEPARTMENTAL COMMENTS

Police: "It doesn't look like it needs anything from us." Dept. Cost: Ø
-Lieutenant Grote

Fire: "No issue with this event." Dept. Cost: Ø
-Ryan Neisen

Public Works: N/A Dept. Cost: Ø
N/A

Building Inspector: "I have no comment." Dept. Cost: Ø
-Mike Murphy

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

- Andy Dorian

Street: "Streets has no objections." Dept. Cost: 0

- Andy Dorian

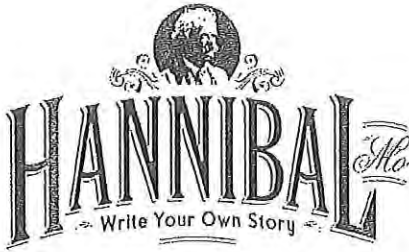
Tourism: "No comment from tourism." Dept. Cost: 0

- Megan Rapp

Administration: "Approval upon certificate of insurance." Dept. Cost: 0

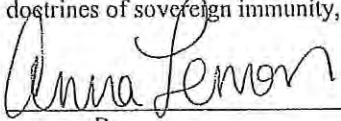
- City Clerk, Angel Zerbonia

STAFF RECOMMENDS: Approval - Pending Certificate of Insurance
Angel Zerbonia - URCA CMO
City Clerk



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

CAC Advisory Board Member

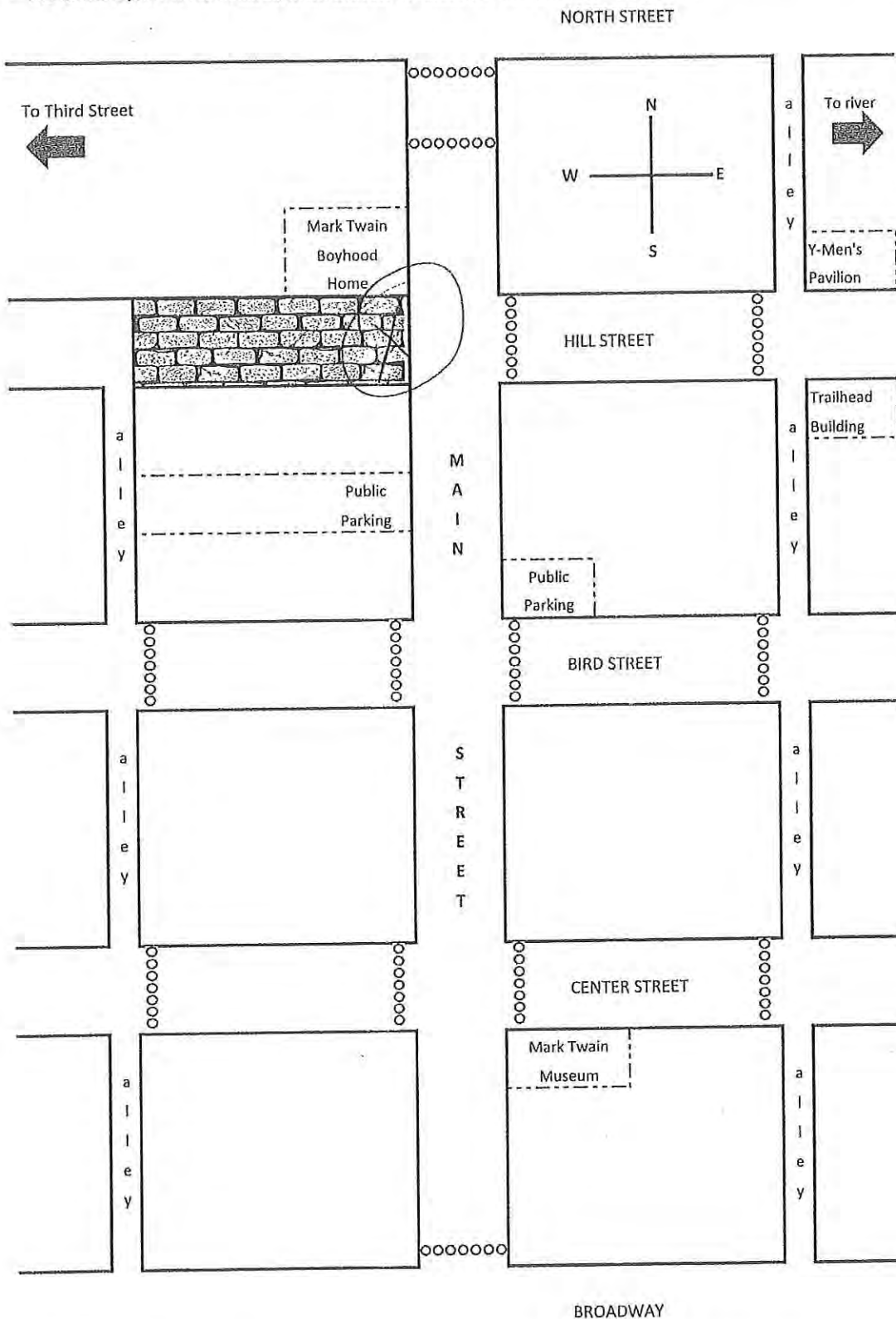
Title

9.27.2022

Date

HISTORIC DISTRICT - PROPOSED STREET CLOSURES (Bollard Placement)

The circles represent the bollards; mark with an "X" those you don't wish to have placed.



For assistance in determining the bollard placement/openings, contact Mike McHargue, Street Supervisor at (573) 822-6950



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name Strings to Mend Date of Event 11-5-2022
Location/Address/Facility Name Hill Street (cobblestone)
Expected Number of Attendees: 200+

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: Seth Wade + Anna Lemon
Cell Phone: 822-5115 ← 406-7650 ←

B. Emergency Notification

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

2. Will on-sight EMS be provided?

☐ Yes ☒ No

If yes, contact name and phone _____

3. Will on-site security be provided?

☐ Yes ☒ No

If yes, contact name and phone _____

C. Severe Weather

1. Weather forecasts and current conditions will be monitored throughout the entirety of the event.
2. Before the event – If severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.
3. During the event – If severe weather occurs during the event, the EAP event representative or his/her designee will make the notification to those attending the event that a hazardous weather condition exists and direct them to shelter.
4. There are limited provisions for sheltering participants in the event of severe weather.

D. Fire

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

☐ Yes ☒ No

If yes, what has been identified? _____

2. Selected event staff will be instructed on the safe use of Portable Fire Extinguishers.
3. Any food vendors will be inspected when appropriate by the fire code and must meet permitting requirements.
4. Should an incident occur that requires the Fire Department, **CALL 911**. The caller should have the following information available to give the 911 dispatcher: Nature of the emergency, location, and contact person with a callback number.

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2. Are there limited provisions for on-site Emergency Medical Services at this event?
☐ Yes ☒ No
3. Should an incident occur that requires Emergency Medical Services, contact as indicated to this this resource. The caller will have the following information ready: Nature of emergency, precise location and contact person with callback number
☐ On-site EMS officer or ☒ 911 Dispatch

F. Law Enforcement

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

G. Emergency Vehicle Access

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

V. CONTACT INFORMATION

Primary Contact: Seth Wade Cell Phone: 822-5115
Secondary Contact: Anna Leman Cell Phone: 406-76570

Dial 911 in case of emergency

VI. EVENT AREA MAP (attach next page)

Office of City Clerk

Angelica N. Zerbonia



City Council Request to Speak

First and Third Tuesday of each Month

Deadline is 4:00 p.m. Thursday prior to City Council Meeting

Today's Date: 9.27.2022

Date you wish to be placed on Agenda: 10.4.2022

Name: Seth Wade + Anna Lemon

Address: 119 S. 10th Hannibal MO 63401

Phone Number: 406-7650 (Anna) 822-5115 (Seth)

Subject Matter: Permission for Strings to Mend event to be held on Hill Street (cobblestone music under the stars location)

A fundraiser for the Child Advocacy Center

9.27.2022

Date

Anna Lemon
Speaker's Signature

**Speakers shall be allowed up to a maximum of a (5) minute presentation.
Speakers shall adhere to the above stated subject matter.**

**"Deadlines subject to change based on holiday schedule, etc", contact the
Clerk's office for official deadline relating the specific meeting.
(573)221.0111, ext. 209**

Seth Wade and the Child Advocacy Center present:

STRINGS TO MEND

Date: Saturday, November 5th

Time: 12:00 pm – 4:00 pm

Location: Hill Street meets Main Street in Hannibal, MO
(near Music Under the Stars venue)

All proceeds will benefit the Child Advocacy Center of
Northeast Missouri

OUR VISION

The Child Centers' vision is a community without child abuse.

EDUCATE THE COMMUNITY
EMPOWER VICTIMS
END CHILD ABUSE



The CAC serves child survivors of sexual abuse, physical abuse, and children who witness violence. Since opening its doors in 2000, its staff and community partners have been the front-line responders to reports of child abuse. They work to protect children, heal families and prevent abuse. Their primary goal is to ensure that children disclosing abuse are not further victimized by the intervention systems designed to protect them. Services offered include forensic interviews, children and family advocacy, mental health therapy, and school and community-based prevention education programs.

Aside from raising funding for this organization we want to encourage survivors of abuse and violence to feel able to come to the child center and receive the help they need. We also want to make our community more aware that this organization exists and what they do to reduce abuse in the area. We want to mend those strings between our community and this organization.

OUR GOAL

Our goal is to gain a commitment from several area businesses to support our event through the donation of a menu item.

The event will cost attendees \$10/ticket and they will get to sample the menu items being donated. Each vendor will receive one or two tables and will preferably provide a representative from their business to serve the food. If a representative is not available, we can provide some volunteers to assist.

- Online ticket sales will begin on October 1st (beginning cap of 200 tickets will be sold, subject to change)
- Our team will provide an update on ticket sales to each vendor on October 15th and October 30th to allow for proper planning.
- Vendors can also provide alcohol at their discretion, but a liquor license will be needed that day.

Can we count on your support?

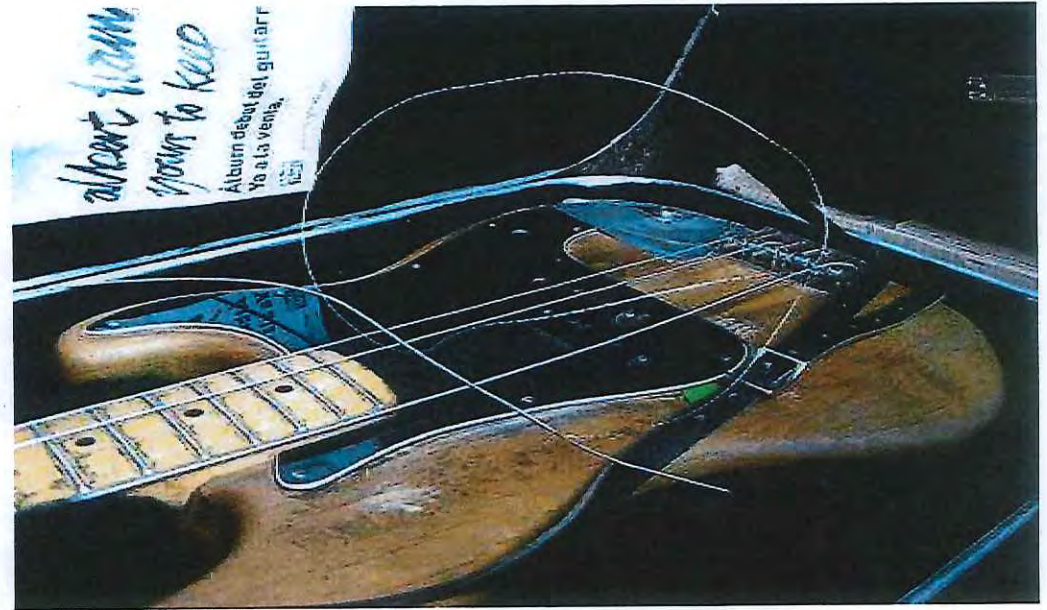
Please reach out to the following volunteers if you have questions or are ready to make your commitment to this event.

Seth Wade (573) 822-5115

Anna Lemon (573) 406-7650

Jenny Brokes (573) 248-4260

Learn more about this cause at
www.cacnemo.org



THE CHILD
ADVOCACY
CENTER
OF NORTHEAST MISSOURI



To: City Council
From: Planning & Zoning Commission
Re: Development Plan
Date: September 16, 2022

Planning and Zoning Commission held their meeting on Thursday, September 15, 2022 to discuss the Development Plan Project Stay Redevelopment Area which is defined in Chapter 353 of the revised statutes of Missouri, as amended, the Urban Redevelopment Corporations Law. This involves the property located at 612 Mark Twain Ave in downtown Hannibal.

After discussion, a vote was taken, and it was unanimously agreed upon to recommend the approval of this plan by all P&Z Commissioners. They are requesting City Council approval.



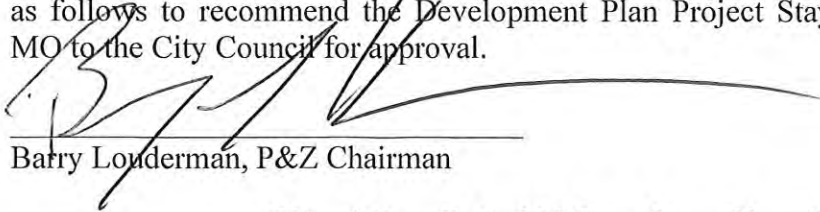
**Planning & Zoning
Commission**



Planning and Zoning Commission makes the following recommendations to the City Council regarding 612 Mark Twain Avenue, Hannibal, MO:

- (i) that a declaration of blight with respect to the Redevelopment Area is necessary and advisable to effectuate the public purposes set forth in section 22-58 of the City Code;
- (ii) that the Development Plan complies with the City comprehensive development plan;
- (iii) that no exercise of the power of eminent is necessary to effectuate the Redevelopment Project;
- (iv) that the Redevelopment Area is of sufficient size to allow redevelopment in an efficient and economically satisfactory manner;
- (v) that the Development Plan is practical;
- (vi) that public facilities serving the Redevelopment Area are adequate to serve the needs of the Redevelopment Project;
- (vii) that no zoning or street changes are necessary to effectuate the undertakings in the Development Plan;
- (viii) that the content of the Development Plan complies with section 22-64 of the City Code;
- (ix) that the financing statement set forth in the Development Plan is recommended as adequate to its purpose based upon reasonable costs proposed in the Development Plan; and
- (x) that the tax abatement proposed is recommended as necessary for the economic feasibility of the Redevelopment Project and the effect of the tax abatement on affected political subdivisions has been considered.

On 9-15 of 2022, 2022 the Planning and Zoning Commission voted as follows to recommend the Development Plan Project Stay Redevelopment Area Hannibal, MO to the City Council for approval.


Barry Louderman, P&Z Chairman

City of Hannibal 320 Broadway, Hannibal, MO 63401
P 573.221.0111 F 573.221.8191
www.hannibal-mo.gov





MEMORANDUM

To: Mayor James Hark and Members of the City Council

From: Corey J Mehaffy, Executive Director

Re: Proposed Downtown Community Improvement District (CID) Boundaries

Date: 10-4-22

The City of Hannibal is considering the establishment of three interlocking incentive programs designed to encourage revitalization of private and public properties within a defined area of the City's central business district. This broad front approach consists of real property tax abatement under Missouri's Urban Redevelopment Corporations Law ("Chapter 353"), creation of a Community Improvement District ("CID") for the area, and availability of low-cost infrastructure financing under Neighborhood Improvement District ("NID") legislation.

HREDC and the City conducted an additional public meeting on July 26, 2022 to present information on the proposed downtown revitalization programs and to facilitate questions and answers. In addition to sharing this information, HREDC and the City gathered input from owners of property and businesses related to the overall program as well as the proposed CID boundaries.

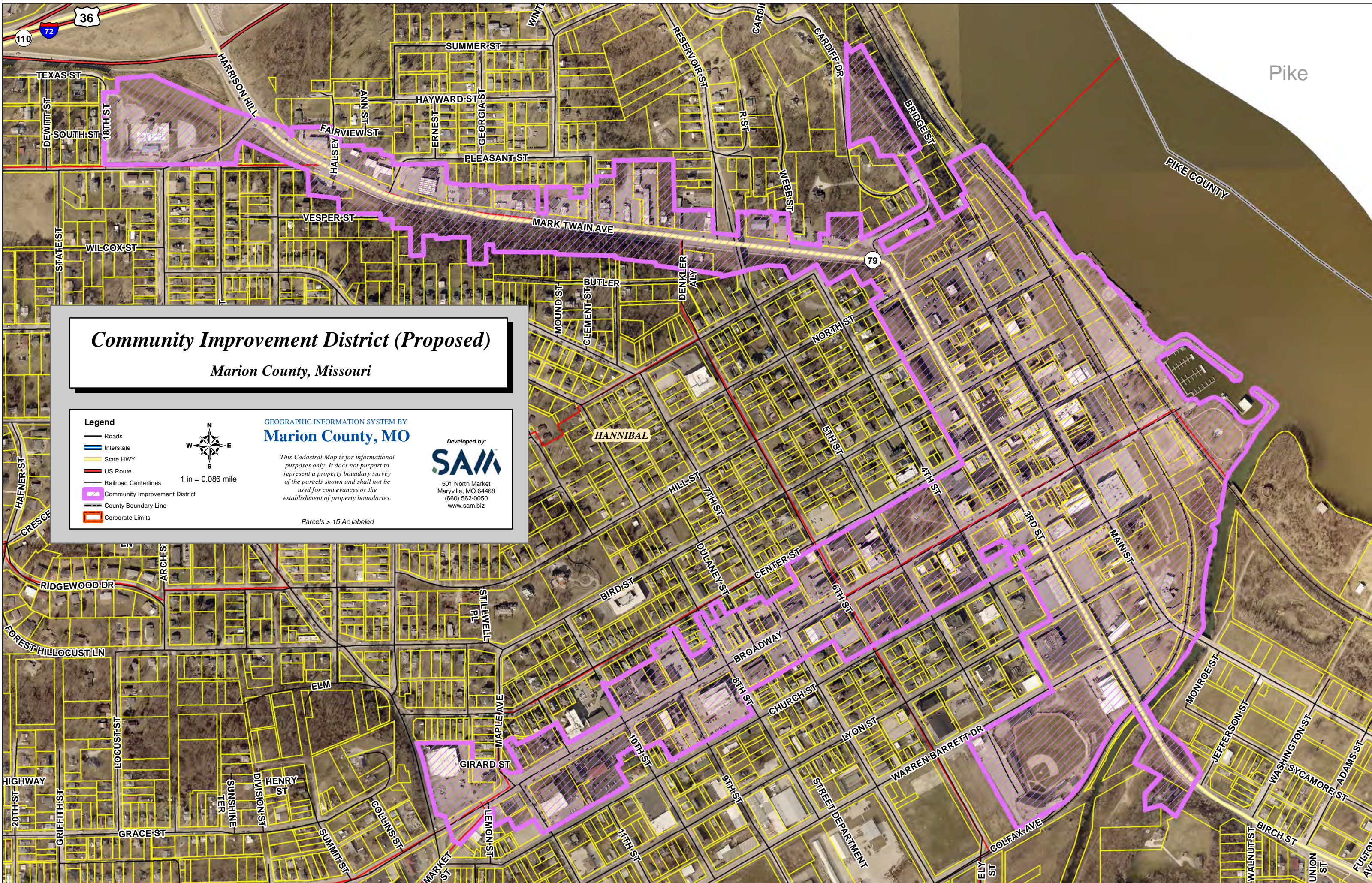
Although there were some questions in the meeting related to the revisions of the proposed CID boundaries, the City, nor HREDC received any official feedback from the HHMC or other members of the community related to proposed revisions following the meeting. In addition, Lisa Peck, McKenzie Disselhorst and Corey Mehaffy met with Katy Welch, President of the HHMC Board, on September 6 to discuss next steps.

During that meeting, Katy decided to add an agenda item to the HHMC meeting agenda on September 20th to discuss the CID and gather feedback from the members. In addition, the group decided that if HHMC voted to move forward with the CID as currently proposed, that Corey would request to address the Council in the October 4th meeting to present, and discuss, the latest proposed boundaries.

During their meeting on September 20, the HHMC board decided to move forward with the CID as currently proposed in downtown Hannibal. The group did have one request for a revision to the proposed boundary. Per Lisa Peck, HREDC staff worked with the Marion County GIS company to make the revision. This revision added the city park at the former bridge approach as well as the stairs/landings to the Lighthouse. This change is reflected in the attached proposed CID boundaries.

Lisa Peck requested that we set a meeting with the City Council to review the revised proposed CID Boundaries and request input from the Council regarding the boundaries, the programs overall and the next steps. The latest proposed CID boundaries are attached and I will provide a large print at the Council meeting for review.

Please let me know if you need any additional information. Thank you for your time and consideration of this request and for your continued support of HREDC.



Community Improvement District (Proposed)

Marion County, Missouri

Legend

- Roads
- Interstate
- State HWY
- US Route
- Railroad Centerlines
- Community Improvement District
- County Boundary Line
- Corporate Limits



1 in = 0.086 mile

GEOGRAPHIC INFORMATION SYSTEM BY
Marion County, MO

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

Developed by:

SAM

501 North Market
Maryville, MO 64468
(660) 562-0050
www.sam.biz

Parcels > 15 Ac labeled

From: [McKenzie Disselhorst](#)
To: [Angel Zerbonia](#)
Council for Tuesday, Oct 4

Angel,

Please place the following on the Council agenda adjacent to Corey Mehaffy's presentation about CID boundaries:

Katy Welch, President, Historic Hannibal Marketing Council

And separately:

McKenzie Disselhorst, Executive Director, Hannibal Area Chamber of Commerce

Both speaking in support of the CID on behalf of their respective organizations.

Thank you!

McKenzie



MEMORANDUM

To: Angelica Zerbonia - City Clerk

From: James Hark - Mayor

Re: Hannibal Convention and Visitors Bureau

Date: September 26, 2022

Please submit Beth Knight's name to the next Council agenda for reappointment to the Hannibal Convention and Visitors Bureau. The term will expire in September 2027.



MEMORANDUM

To: Angelica Zerbonia - City Clerk

From: James Hark - Mayor

Re: Hannibal Convention and Visitors Bureau

Date: September 19, 2022

Please submit Gayle Viorel's name to the next Council agenda for reappointment to the Hannibal Convention and Visitors Bureau. The term will expire in September 2027.

A Proposal to Promote Safety through Transparency

TO: Hannibal City Council

Recently, Hannibal has invested a considerable amount in safety and security at City Hall, primarily by installing barriers that separate public use from employee areas. These barriers are a good first step.

Now it's time to take the next step by looking at other Twenty-First century public spaces such as Police Departments, Schools, Banks, and other municipal offices. What do most of them have in common that City Hall lacks? Cameras.

City Hall does not have interior cameras. This is a tragic safety gap that endangers the public, the public's elected servants, and City employees.

I propose that City Council instructs the City Manager to investigate the cost of installing and maintaining cameras in City Hall.

FROM: Stephan Franke, Councilperson for Hannibal's 3rd Ward

MEMO

To: Hannibal City Council

From: City Attorney

Re: Right of First Refusal

I have ben in contact with John Hark, the attorney for The Goodhill Company. As you may remember when the City sold them the old Tourism Building we retained a right of first refusal. That document is attached hereto. The right of first refusal gives us the right to purchase the property at the terms they were offered by a third party buyer.

Mr. Hark advises that the buyer is an LLC which he set up for the Buyers. He tells me they are planning to run a B&B at that location. If the City wants to reacquire this property we need to notify the Sellers pretty quickly. However, unless the City wants to reacquire this property I recommend that you go ahead and authorize the mayor to execute the requested waiver.

Let me know if anyone requires additional information.

Jfl

RIGHT OF FIRST REFUSAL AGREEMENT

THIS AGREEMENT is made this _____ between
The Goodhill Company, LLC (hereafter BUYER, whether singular or plural) **GRANTOR**, and
The City of Hannibal, a Municipal Corporation of the State of Missouri (hereafter SELLER,
whether singular or plural), **GRANTEE**.

The address of the City of Hannibal, a Municipal Corporation of the State of Missouri is
320 Broadway, Hannibal, MO 63401.

The address of The Goodhill Company, LLC is 402 Goode Street, Bloomfield, IA, 52537

WHEREAS, the SELLER is the owner of the tract of land Marion County, Missouri, more
particularly described as follows:

I. REAL ESTATE:

TRACT I:

All that part of Lot One (1) in Block Thirty-five (35) in the City of Hannibal, described as follows,
to-wit: Begin at the Southeast corner of said Lot One (1), Block Thirty-five (35), thence North on
the West line of Third Street Sixty-three (63) feet to a point two and one half (2 ½) feet South from
the North line of said Lot One (1), thence West parallel with said North line of said Lot One (1),
Eighty (80) feet; thence South parallel with the West line of Third Street Twenty-three and one-half
feet (23 ½); thence East parallel with the North line of said Lot One (1), ten feet (10); thence South
parallel with the West line of Third Street Thirty nine and one half (39 ½) feet; thence East parallel
with the North line of North Street Seventy (70) feet to the point of beginning.

TRACT II:

A tract of land lying in part of Lot One (1) and part of Lot Two (2) in Block Thirty-five (35) in the
City of Hannibal, Marion County, Missouri, and being more fully described as follows, to-wit: Begin
at the Southeast corner of said Lot One (1), said point being on the North line of North Street; thence
North, leaving said North line of North Street and along the said West line of Third Street and the
East line of said Lot One (1) a distance of 63.00 feet to the true point of beginning; thence West,
leaving said West line of Third Street and the East line of said Lot One (1) a distance of 80.00 feet;
thence North 40.00 feet; thence East 80.00 feet to a point on the West line of said Third Street and
the East line of said Lot Two (2); thence South along said West line of Third Street and said East
line of Lot Two (2) and Lot One (1) a distance of 40.00 feet to the point of beginning, with the above
described subject to Easements of record or not of record, if any.

WHEREAS, the SELLER and the BUYER have entered into a contract for SELLER to

convey the said property to the BUYER.

WHEREAS, As a condition of the sale of the property, the BUYER has agreed to grant to the SELLER, the right of first refusal to purchase the PROPERTY on the provisions and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) receipt of which is hereby acknowledged as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER and BUYER agree as follows:

1. If, at any time after the sale from SELLER to BUYER , the BUYER receives from a third party a bona fide offer to purchase all or any portion of the PROPERTY which the BUYER desires to accept, the BUYER, before accepting the offer, shall send the SELLER two copies of a contract for the sale of the PROPERTY, or the portion of the PROPERTY which is the subject of the offer, upon provisions and conditions identical to the offer. BUYER shall execute both copies of the contract and shall transmit them to SELLER, together with a written notification from the BUYER of BUYER's intention to accept the offer embodied in the contract, if the offer is not accepted by the SELLER.

2. The SELLER shall have the right, within THIRTY (30) days of the receipt of the contract and the written notice, to elect to purchase the PROPERTY or the part of the PROPERTY which is the subject of the offer on the provisions and conditions set forth in the contract. In the event the SELLER elects to accept the offer embodied in the contract, the SELLER must do so by executing one copy of the contract and returning it to the BUYER within the THIRTY (30) day period.

3. If the SELLER does not accept the offer embodied in the contract within the THIRTY (30) day period provided in paragraph 1, then the offer embodied in the contract shall be deemed withdrawn and the BUYER shall be free for a period of SIX (6) months from the expiration of the THIRTY (30) day period to sell the PROPERTY (or part of the PROPERTY which is the subject of the offer) to a third party on provisions and conditions not less favorable to the BUYER than those set forth in the contract free and clear of this Right of First Refusal. In the event the PROPERTY (or the part of the PROPERTY which is the subject of the offer) is not sold to a third party within the SIX (6) month period, then any further offer to purchase all or any portion of the PROPERTY must first be submitted to the SELLER in accordance with the provisions of paragraph 1.

4. This Agreement shall be binding upon and inure to the benefit of BUYER and SELLER and their respective legal representatives, heirs, successors and assigns.

5. Any notices desired or required pursuant to this Agreement shall be deemed received when personally delivered to the party to whom it is directed or, in lieu of personal delivery, on the second business day after the notice is deposited in the United States mail, postage prepaid, sent certified mail, return receipt requested, addressed as above. Either party may change its address by giving notice of the changed address to the other party in the manner provided for in this paragraph.

6. Any notices required under this agreement shall be sent to:

If to Seller: City Clerk
City of Hannibal
320 Broadway
Hannibal, MO 63401

If to Buyer: The Goodhill Company, LLC
402 Goode Street
Bloomfield, IA, 52537

IN WITNESS WHEREOF, BUYER and SELLER have executed this Agreement the date and year first above written.

The Goodhill Company, LLC :

NOTARY ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF)

On this _____, before me personally appeared _____
_____, to me known who acknowledged that they are the _____
_____ who executed the foregoing instrument with the
full authority of said limited liability company, 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 the
day and year first above written.

Notary Public

My commission expires: _____

CURL, HARK & HOLLIDAY, L.L.C.

JEFFREY R. CURL, P.C.
JOHN M. HARK
MICHAEL D. HOLLIDAY
CHRISTOPHER C. BIENIEK

ATTORNEYS AT LAW
999 BROADWAY
P.O. BOX 1013
HANNIBAL, MISSOURI 63401-1013
www.chhlaw.us

TELEPHONE (573) 221-7333
TELECOPIER (573) 221-8824

September 26, 2022

City of Hannibal
c/o City Clerk
320 Broadway
Hannibal, MO 63401

Via Hand Delivery

Dear City of Hannibal:


Attached to of this correspondence are two (2) copies of the Commercial and Industrial Sales Contract for 501-507 North 3rd Street, Hannibal, Missouri. Pursuant to the right of first refusal issued by the Goodhill Company LLC on July 7, 2020, notice is given of its intent to sell said property pursuant to a bona fide offer to purchase said property to 4KPS LLC. Pursuant to the agreement, if the City wishes to purchase the property you must execute one copy of the contract and return it to us within thirty (30) days of the date of delivery. We have included two (2) contracts listing the City of Hannibal as a buyer for that purpose.

If the city elects not to purchase, we would ask that the city please promptly sign rejecting the offer and return it to the undersigned as soon as possible. Moreover, if we do not receive an executed copy within the timeframe as set forth in the right of first refusal, then said right will be deemed raved pursuant to the tenor and terms of the contract.

Thank you for your attention to this matter.

Sincerely yours,

CURL, HARK & HOLLIDAY, L.L.C.



JOHN M. HARK
Attorney at Law

JMH/ers

Enclosures



Commercial and Industrial Sale Contract

This Contract has legal and/or tax consequences. If you do not understand it, consult your attorney

This Commercial and Industrial Sale Contract ("Contract") is made by and between:

4KPS LLC ("Buyer") and the undersigned "Seller."

1. **PROPERTY.** Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as:

501-507 North 3rd Hannibal MO 63401 Marion
Street/City Address City Zip Code County

☐ (Check box if legal description attached)

If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property."

2. **INCLUSIONS AND EXCLUSIONS.** Note: This Contract, and not the Seller's Disclosure Statement, multiple listing service or other promotional material, provides for what is included in this sale. The Purchase Price and the Property includes (but is not limited to) all of the following (if any) which now exist and are located on the real estate, all of which Seller warrants to convey free and clear: all buildings and structures, and all personal property used in the operation of any such buildings, structures or other improvements, including (if any) all equipment, apparatus, machinery and appliances, and all mechanical, electrical, plumbing, heating, ventilating and air conditioning, gas, water, lighting, power, laundry, garbage disposal, fire prevention, elevator, antenna and pool systems, fixtures and equipment, together with all floor coverings, storm windows and doors, screens and awnings, and keys. Seller to execute and deliver to Buyer at Closing a bill of sale with warranty of title for all included personal property.

To avoid misunderstanding, list below, (as "Included" or "Excluded") any items which may be subject to question:

Included (e.g., offsite items of equipment or machinery, other tangible or intangible personal property or proprietary information, such as business name or software): as it currently sits

Excluded (e.g., any items which are reserved, leased or otherwise not owned by Seller): _____

The Property shall be subject to the Permitted Exceptions (defined in §6 below), specifically including the following existing leases or tenancies (subject to Buyer's review and approval rights per §7 below): _____

3. PURCHASE PRICE.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$125,000

The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are: \$0

The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, check one below) \$1000

☒ has been provided (recipient to complete "Receipt & Acknowledgement" following this Contract)

☐ is to be provided by Buyer to the Escrow Agent identified below.

All Earnest Money shall be deposited (unless otherwise specified), no later than ten (10) banking days after the Effective Date, into an escrow account maintained by (Title Company identified at §6 unless otherwise specified):

Wells Abstract ("Escrow Agent").

Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned thereon. Unless otherwise expressly agreed to herein, any interest earned on such deposit shall be added to and form part of the Earnest Money. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

4. **CLOSING.** Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company unless otherwise specified) Wells Abstract ("Closing Agent") at Hannibal, MO on or before October 21, 2022 (the "Closing Date").

Specify Location

Month

Day

Possession and all keys will be delivered to Buyer at Closing. Note: Attach a rider if possession is to be transferred other than as of Closing: See e.g., COM-3000 or 3010 (Commercial Lease Single or Multi-Tenant); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).

Brokers are not responsible for delivery of keys. Buyer should change locks following possession.

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g. except for tenant(s) in possession pursuant to any lease or other agreement identified above and/or approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.

(Note: If the Property is to remain tenant occupied, please complete and attach an appropriate rider).

57 **5. FINANCING/APPRaisal.** (Check all applicable boxes)

58 *Note: A lender's loan approval process may not include a traditional appraisal. Different types of "appraisals" are available and*
59 *underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property*
60 *appraising at the Purchase Price, Buyer should check box A and complete the following.*

61 ☐ **A. Appraisal.** Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase
62 Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also
63 contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price
64 (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy
65 of the appraisal) to Seller no later than ____ days (40 if none stated) after the Effective Date. *Note: MSC-2020N Appraisal Notice*
66 *(Part A) may be used for this purpose.* If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be
67 deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within ____ days (5 if
68 none stated) after delivery of the Appraisal Notice to Seller (the "**Appraisal Resolution Deadline**"), then this Contract shall
69 automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering
70 Notice thereof to Seller on or before the Appraisal Resolution Deadline. *Note: MSC-2020N (Part C) may be used for this purpose.*
71 If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

72 ☒ **B. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.

73 ☐ **C. Nonconventional.** Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.

74 ☐ **D. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application,
75 paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating
76 fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender,
77 to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "**Loan Contingency Deadline**")
78 which is ____ days (45 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance
79 under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer
80 such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that
81 Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from
82 lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing
83 Contingency Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's
84 inability to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer
85 (subject to §8).

86 (Complete one or both) Loan amount: ____ % of the Purchase Price, or \$ ____.

87 Initial interest rate not to exceed: ____ %. Amortization term ____ years.

88 Rate Type (check one): ☐ Adjustable ☐ Other: ____

89 Other terms (N/A if blank): ____

90 *Note: If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have*
91 *available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually*
92 *fund.*

93 **6. TITLE AND SURVEY.** *Note~ Any Seller paid Title Fees set forth below are in addition to any "Seller Concessions" (see*
94 *§10). Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (check*
95 *one):* ☒ general warranty deed, ☐ special warranty deed, or ☐ other ____
96 (the "**Deed**"), properly executed and in recordable form.

97 Within 12 days (10 if none stated) after the Effective Date (check applicable box below):

98 ☐ **A.** Seller shall deliver to Buyer a commitment (the "**Title Commitment**") to issue a current ALTA owner's policy of title
99 insurance in the amount of the Purchase Price (the "**Owner's Policy**"), both at Seller's cost.

100 ☒ **B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

101 ☐ **C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

102 ☐ **D.** Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

103 The Title Commitment and Owner's Policy shall be issued by ____ Wells Abstract ____ (the "**Title**
104 **Company**"). Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("**Survey**") to confirm its legal
105 description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse
106 matters that may be disclosed. *Note: All surveys are not alike. Buyer should consult with its lender and Title Company as to their*
107 *survey requirements and ability to provide full survey coverage. MSC-2500 (Survey/Elevation Certificate Order Form) may be used*
108 *to indicate the type of survey or service Buyer selects and the company to perform the same*

109 Buyer has 13 days (20 if none stated) to review the Title Commitment after its receipt, including (except as set forth in §7) all
110 use and other restrictions, rights of way and easements, and all other recorded documents which Buyer may desire to obtain (the
111 "**Review Period**"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein
112 and/or the Survey ("**Objections**"); provided, however, that if box 6D is checked, then Buyer has 14 days (20 if none is stated)
113 after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any
114 Objections to Seller. *Note: MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.*

115 If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such
116 Objections. Seller has 2 days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior
117 to Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within

118 2 additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept
119 title without correction of such Objections. *Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be*
120 *deemed to have refused to agree to correct any of them.* If the Contract is terminated under this Section, then the Earnest Money
121 is to be refunded to Buyer (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for
122 any survey and title charges. Seller is solely responsible and liable for clearing any title exception that arises between the Effective
123 Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments
124 to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have
125 been shown) on the Survey or Title Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed
126 waived, and together with all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The
127 Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for
128 the cost of any lender title insurance policy.

129 **7. INSPECTIONS.** Buyer may (subject to the conditions expressly set forth herein), at Buyer's option and expense, obtain written
130 inspection reports ("Reports"), from any qualified inspector, contractor, appraiser or consultant that Buyer or its lender may engage,
131 of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of:

132 * environmental hazards;	138 well, sewer, septic and waste	144 systems and equipment,
133 * mold;	139 water treatment systems;	145 including appliances;
134 * termite and wood destroying	140 * roof and other	146 * heating and air conditioning
135 insect infestation/damage;	141 structural improvements;	147 systems and equipment; and
136 * flues and gas lines;	142 * leaks and exterior drainage;	148 * soil condition reports;
137 * plumbing, including water	143 * electrical and mechanical	

149 and/or copies of records retained by Seller ("Records"), as are necessary and appropriate for the use and occupancy of the Property,
150 or reflecting the income or expenses of the Property (if any), including but not limited to:

151 * plans and drawings;	158 * books;	165 * financial records;
152 * specifications;	159 * computer records;	166 * permits;
153 * square footage;	160 * reports;	167 * licenses;
154 * insurance reports;	161 * leases and other occupancy	168 * approvals;
155 * soil condition reports;	162 agreements;	169 * flood plain data;
156 * engineering reports;	163 * contracts;	170 * zoning regulations;
157 * environmental reports;	164 * rent rolls;	171 * general taxes;

172 and/or documents from or for each tenant of the Property (check all that apply):

- 173 ☐ Estoppel Certificate;
174 ☐ Subordination, Non-Disturbance and Attornment Agreement (see, e.g., COM-3020);
175 ☐ Other (Specify) _____.

176 Seller agrees to permit Buyer and/or Buyer's lender and their representatives to enter the Property during reasonable business hours
177 and upon reasonable advance notice to Seller to access such Records and to perform such inspections; provided that such
178 investigations do not unreasonably disrupt the operation of the Property or Seller's business, and/or cause any material or permanent
179 Property damage. Buyer acknowledges that neither Seller nor anyone on Seller's behalf has made, nor do they hereby make, any
180 warranties, guarantees or representations as to the past, present or future condition, income, expenses, operation or any other matter
181 or thing affecting or relating to the Property, excepting only as may be expressly set forth in this Contract. The Records and the
182 results of any inspection or test and the Reports and conclusions of Buyer and Buyer's representatives shall be kept confidential
183 (except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to Buyer's attorney,
184 accountants, lenders and other parties reasonably necessary to enable Buyer to evaluate the Property. Buyer shall directly maintain,
185 and shall cause any contractor or consultant engaged by it or its lender to maintain, adequate insurance at all times while performing
186 any inspection at the Property. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller
187 harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court
188 costs, resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract.

189 Buyer shall furnish to Seller a written list of any unacceptable condition(s) pertaining to the Report(s) or the Records (the "Inspection
190 Notice", See COM-2050) within 12 days (30 days if none stated) after the Effective Date (the "Inspection Period"). *Note:*
191 *Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice should include all*
192 *matters unacceptable to Buyer.* If Seller has not received a written Inspection Notice by the end of the Inspection Period, Buyer
193 shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is given, it shall state whether:
194 (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller; or
195 (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer. Failure to obtain any inspection shall
196 constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

197 If this Contract is not terminated as provided above, Seller shall have 5 days (7 days if none stated) after Seller's receipt of the
198 Inspection Notice (the "Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. (*Note: For purposes*
199 *of this subparagraph, if Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to*
200 *agree to correct any alleged defects or to provide a monetary adjustment at Closing*). The parties shall have an additional 2
201 days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing
202 as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of
203 the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer;
204 provided, however, that either a written commitment by Seller to correct those items submitted by Buyer for correction during the
205 Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any

unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph, even after earlier negotiation failed to produce an agreement. *Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit.*

All Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special knowledge or understanding of any Reports, Records or other inspection results. The parties will rely only upon the written inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by any inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services may be offered by more than one company and the determination to select and engage a particular company and the completeness and satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. Buyer is encouraged to utilize form MSC-2045 ("Buyer's Inspection Authorization") to facilitate and coordinate this process. *Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees identified in the Brokerage Relationship disclosure Section below (collectively, the "Brokers"), shall be immune from liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was selected and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether the statement was true or false. A licensee acting as a courier of documents referenced in this Section shall not be considered to be making the statements contained in such documents.*

8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROW ITEMS. Regardless of any other terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items") without the written consent of all parties to this Contract (signatures on Closing Statement may constitute such consent). Otherwise, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written agreement signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time the Escrow Items may be paid into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. A Broker who is holding any Escrowed Items in dispute between the parties is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as set forth above). *Note: If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the terms of this Contract.* Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

9. LOSS; CONDEMNATION. Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (*if any*) on the Property, and to do ordinary and necessary maintenance, upkeep and repair, through Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a condemnation proceeding is filed or threatened against any part thereof (a "Taking"), or if any part of the Property is destroyed or physically damaged through no fault of Buyer, then Seller shall promptly provide Notice to Buyer thereof and if Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then the parties shall proceed to Closing. *Note: MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in connection therewith.*

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer with: a copy of any policy(ies) of insurance (or authorize that it be made available); the name and number of the agent for each policy and written authorization (*if needed*) for Buyer to communicate with the insurer; a copy of any written communications to and from the condemning authority and/or insurer (*as the case may be*); the policy limits; and (if known) the amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage caused to (or Taking of) the Property, in which case the amount of any such payments theretofore made to Seller (plus any deductible amount not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option either (a) a credit against the Purchase Price otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to

conduct any litigation with respect thereto; or (2) rescind the Contract, in which case all parties shall be released from any further liability under this Contract and the Earnest Money shall be returned to Buyer (subject to §8). Buyer shall give Notice of Buyer's election to proceed to Closing to Seller within 10 days after Buyer's receipt of Notice of Property Damage (or Taking, as the case may be) and the aforesaid information. Closing will be extended accordingly, if such information is not received by Buyer more than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier termination of this Contract) without Buyer's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A rescission does not constitute a default. This Section shall survive Closing.

10. ADJUSTMENTS AND CLOSING COSTS. Adjustments, charges and Closing costs are agreed to be paid by the parties, with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (unless otherwise expressly set forth herein or in a rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150. *Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.*

Buyer shall pay for (where applicable):

- (a) hazard insurance premium(s) from and after Closing;
- (b) flood insurance premium if required by lender;
- (c) fees for the Survey or any appraisal ordered by or for Buyer;
- (d) title company charges (including Closing, recording and escrow fees) customarily paid by a buyer in the County where the Property is located;
- (e) charges imposed by lender (e.g., appraisal and credit report fees, loan discount "points", loan origination or funding fees and other loan expenses) unless specifically agreed to be paid by Seller;
- (f) building, termite, environmental and any other inspections ordered by Buyer;
- (g) special taxes, special subdivision and any other owner association assessments ("Special Assessments") levied after Closing;
- (h) the value of any propane gas left in any propane tank at the Property (based on current market rate charged by supplier);
- (i) agreed upon repairs;
- (j) applicable municipal occupancy permit fee; and
- (k) any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (where applicable):

- (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer);
- (b) expenses of Buyer's loan agreed to by Seller;
- (c) title company charges (including Closing, releasing and escrow fees) customarily paid by a seller in the County where the Property is located;
- (d) required municipal, conservation district and fire district inspection fees;
- (e) so-called "one-time" Special Assessments levied before Closing;
- (f) security deposits and prepaid rents and expenses or Income (*as defined below*) collected by or on behalf of Seller (to be credited to Buyer at Closing);
- (g) agreed upon repairs; and
- (h) any commission or other compensation due from Seller to the Broker(s).

The Parties shall prorate and adjust between them at Closing (based on 30 day month), with Seller to pay for day of Closing):

- (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not adjusted;
- (b) all other current profits, royalties, tolls or earnings arising out of or in connection with the Property ("**Income**"), with Income delinquent over 30 days to be collected by Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any rents or Income received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer for any time period after Closing;
- (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- (d) installments of Special Assessments becoming due during the calendar year of Closing;
- (e) subdivision upkeep assessments and monthly association fee;
- (f) interest (if Buyer assumes an existing loan per §5 above); and
- (g) flat rate utility charges (including water, sewer and trash).

Seller Concessions: Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up to, but not to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses, Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer, or any other expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any Title Fees paid by Seller or any brokerage or transaction fees charged by Buyer's Broker).

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE. This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming

the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue Code (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "Requesting Party"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

12. ENTIRE AGREEMENT/MODIFICATION. This Contract and any Rider(s) or other attachments hereto (*if any*) constitute the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

13. DEFAULT/REMEDIES. If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

A. Seller Defaults. If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by written Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer. Buyer's release of Seller shall not relieve Seller's liability (*if any*) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

B. Buyer Defaults. If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by written Notice to Buyer, and retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

14. PREVAILING PARTY. In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

15. SELLER'S DISCLOSURE STATEMENT. (check one)

☐ **A.** Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

☒ **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the Effective Date. Buyer shall have 3 days after delivery of the Disclosure Statement to review said disclosure, or to deliver written Notice of termination to Seller if this Contract is to be terminated, in which case the Earnest Money shall be returned to Buyer. If Buyer does not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

☐ **C.** No Seller's Disclosure Statement will be provided by Seller.

Seller confirms that the information in the Seller's Disclosure Statement (*if any*) is (or when delivered will be) accurate, to the best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.

16. LEAD-BASED PAINT DISCLOSURE. If required by law, Seller has provided a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards form.

17. FINAL WALK-THROUGH. Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through" and verify the condition of the Property. A "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the Effective Date; and (2) any repairs which are required or agreed upon (*if any*) are completed in a workmanlike manner. Waiver of

any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all utilities turned on during the Inspection Period and during a "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within 2 days (4 if none stated) prior to Closing.

18. SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

19. GOVERNING LAW/CONSTRUCTION. This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

20. NOTICES. Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting, dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

21. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)

☐ Government Loan MSC-2011R ☐ Back-Up Contract MSC-2023R ☐ Other _____
☐ Other _____ ☐ Other _____ ☐ Other _____

22. SPECIAL AGREEMENTS. (complete only if applicable)

Buyer and seller to split the title closing fee 50/50.

Seller has to notify the City of Hannibal of a pending offer. The City of Hannibal has first right of refusal.

23. LICENSEE PERSONAL INTEREST DISCLOSURE. (complete only if applicable)

_____ (insert name of licensee)
is a real estate broker or salesperson, and is (check one or more, as applicable):

☒ a party to this transaction;

☒ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☒ Buyer; and/or

☒ an immediate family member of ☐ Seller ☒ Buyer. Specify: _____

24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION.

(check one, neither or both, as applicable) ☒ Seller ☐ Buyer

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

433 **25. BROKERAGE RELATIONSHIP.** By signing below, Buyer and Seller confirm that disclosure of the undersigned licensee(s)
434 brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or
435 transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first
436 contact, or immediately upon the occurrence of any change to their relationship.

437 Licensee assisting Buyer is a: (Check appropriate boxes)

- 438 ☐ Buyer's Limited Agent (acting on behalf of Buyer)
439 ☐ Seller's Limited Agent (acting on behalf of Seller)
440 ☒ Dual Agent (acting on behalf of both Buyer & Seller)
441 ☐ Transaction Broker Assisting Buyer (not acting on behalf
442 of either Buyer or Seller)
443 ☐ Subagent of Seller (acting on behalf of Seller)
444 ☐ (Also check here if serving as a designated agent)

445 Licensee assisting Seller is a: (Check appropriate boxes)

- 446 ☐ Seller's Limited Agent (acting on behalf of Seller)
447 ☐ Buyer's Limited Agent (acting on behalf of Buyer)
448 ☒ Dual Agent (acting on behalf of both Seller & Buyer)
449 ☐ Transaction Broker Assisting Seller (not acting on behalf of
450 either Seller or Buyer)
451 ☐ (Also check here if serving as a designated agent)

452 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

453 Prestige Realty, Inc. prtq01

454 **Broker's Firm Assisting Buyer (and MLS ID No., if required)**

455 Broker's Firm State License # 000002600

Prestige Realty, Inc.

Broker's Firm Assisting Seller (and MLS ID No., if required)

Broker's Firm State License # 000002600

456 By (Signature) Sue-ann Westhoff

457 Licensee's Printed Name: Sue-ann Westhoff

458 Licensee's State License # 2013029539

459 Date: _____

By (Signature) Sue-ann Westhoff

Licensee's Printed Name: Sue-ann Westhoff

Licensee's State License # 2013029539

Date: _____

460 **26. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the franchisor is not
461 responsible for the acts of said Broker(s).

462 **27. SALES INFORMATION.** Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and
463 after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service,
464 local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate
465 data.

466 **28. FOREIGN INVESTMENT.** Seller represents that it is not a foreign person as described in the Foreign Investment in Real
467 Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number.

468 **29. ANTI-TERRORISM.** Each party hereto represents and warrants to each other party and to the Broker(s), that such party is
469 not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and
470 Blocked Person (as defined in Presidential Exec. Order 13224), or with whom you are prohibited to do business under anti-terrorism
471 laws.

472 **30. ACCEPTANCE DEADLINE/EFFECTIVE DATE.** Buyer's offer to purchase the Property shall automatically expire if
473 Seller has not accepted it by 8:00 p.m., on Tuesday October 25, 2022 (the "Acceptance Deadline"). This offer may
474 be accepted by: (1) Seller signing it; and (2) providing timely notice of such acceptance (which may be given orally or in writing) to
475 Buyer or to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline). This Contract will become valid and legally
476 binding at such time. The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this
477 Contract.

478 **31. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the obligations of the parties under this
479 Contract. All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used
480 herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

481 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ~ SIGNATURE PAGE TO FOLLOW**

SIGNATURE PAGE TO COMMERCIAL AND INDUSTRIAL SALE CONTRACT

SELLER ACCEPTS OFFER (Sign Below)

E-Signed: 09/24/2022 09:23 AM EDT
Patrick Westhoff
 BUYER
 IP: 166.181.82.223
 Printed Name: AKPS LLC Electronic Signature
 E-Signed: 09/24/2022 09:18 AM EDT
Sue-ann Westhoff
 BUYER
 IP: 75.8.147.158
 Printed Name: AKPS LLC Electronic Signature
 DocID: 20220924081533410

E-Signed: 09/26/2022 09:57 AM EDT
Justin Hill
 SELLER
 Printed Name: The Goodhill Company
 IP: 67.55.200.43
 Electronic Signature
 DocID: 20220926080344145

*If signing on behalf of a trust or other legal entity,
 please print its name and your title below:*

*If signing on behalf of a trust or other legal entity,
 please print its name and your title below:*

SELLER REJECTS OFFER (Initial) _____

SELLER COUNTER-OFFERS (Initial) _____
 Counter Offer form MSC-2040, which amends the terms of
 this offer, is attached and incorporated into this Contract

RECEIPT AND ACKNOWLEDGEMENT

Receipt of the Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth above.

Sue-ann Westhoff

By (Signature) _____

Licensee's Printed Name: Sue-ann Westhoff Date: 09/26/2022

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

Last Revised 12/31/20.

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Doc ID: 20220926080333446

MEMORANDUM

TO: MAYOR HARK
CITY COUNCIL MEMBERS

FROM: ANGELICA N. ZERBONIA, MRCC, CMO
City Clerk

DATE: SEPTEMBER 22, 2022

SUBJECT: APRIL 2023 MUNICIPAL ELECTION

In accordance with the provisions of Section 17.01 Charter of the City of Hannibal, a general municipal election may be held for the purpose *of electing a mayor, councilmen, and other elective officers of the city, and for the purpose of deciding any question which may lawfully be submitted to the electors.*

At this time, I hereby request Council approval to give a first reading of *Bill No. 22-026*, which authorizes a Municipal Election to be held, **Tuesday, April 4, 2023**. The 2023 City of Hannibal Election schedule provides for the election of Council Members for the Fifth (5th) and Sixth (6th) Wards. These positions are currently held by Colin Welch and Jeffery Veach, respectively. The ballot will also include, as approved by Council on September 5th, an initiative, **Proposition "R"** for the continuation of the \$1.90 recycling fee.

Candidate filing for the above-mentioned positions will commence Tuesday, December 6, 2022 at 8:00 a.m., concluding Tuesday, December 27, 2022 at 5:00 p.m.

Should you have additional questions, please contact me directly. Your consideration and approval are greatly appreciated.



CITY OF HANNIBAL

DEPARTMENT OF PUBLIC WORKS

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL
FROM: PLANNING & ZONING/MIKE MURPHY
SUBJECT: REZONING OF PROPERTY
DATE: September 29, 2022

An application has been received from Shelby Terrill to rezone property located at the southwest intersection of Stardust and Munger. The request is to re-zone the property from B-Multiple Family to E-Commercial to build a coffee shop and office buildings.

The Planning and Zoning Commission public hearing for this request has been set for Thursday, October 20, 2022, at 4:00 P.M. The Department of Public Works is requesting that Council set their public hearing date for Tuesday, November 1, 2022, at 6:30 P.M.



To: Planning & Zoning Commissioners and City Council

From: Candy Golian, DPW Management Assistant

Re: Request Public Hearing – Code Amendment

Date: September 16, 2022

Planning and Zoning Commission has scheduled their public hearing for Thursday, October 20, 2022, to amend Chapter 29, Article II – Plat Approval Procedures, Section 29-56, Content, Subsection 9. The modification will amend to read as follows:

The location and width of proposed streets, roadways, alleys, pedestrian ways, easements and building lines. The names of proposed streets shall not duplicate or be similar to the names of streets that now exist within the city, as determined by the city engineer and approved by NECCOM (Northeast Communication Center of Missouri).

They are requesting Council to set their public hearing for Tuesday, November 1, 2022 at 6:45 p.m.

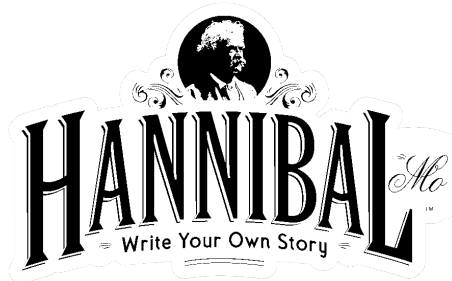


**Andrew Dorian
Director of Central Services
City of Hannibal
320 Broadway
Hannibal, MO 63401**

Ph: 573-221-0154

Fax: 573 221-0707

Email: adorian@hannibal-mo.gov



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

FROM: Andrew Dorian

DATE: 9/22/2022

RE: Donation of Property to the City

The property at 310 South 8th Street is in extreme state of disrepair and has been determined to be a nuisance or dangerous building by the City. The owners of the property, Nicholas Leland Ryan and Jamie Ryan, have agreed to donate the property to the City of Hannibal. A title search was conducted showing no liens or indebtedness on the property.

The Department of Public Works recommends the acquisition of 310 South 8th Street and requests the Council authorize the Mayor to sign the Settlement Agreement and Release as well as the General Warranty Deed.

Wells Abstract

INFORMATIONAL REPORT NUMBER

File No. M2208012

SCHEDULE A

1. Effective Date: AUGUST 19 2022, at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Report is at the effective date hereof vested in:

NICHOLAS LELAND RYAN, AND JAMIE RYAN
3. The land referred to in this Report is situated in the County of MARION, State of MISSOURI, and is described as follows:

All of the south one-half (S1/2) of lot six (6) in Draper and Von Phul's Subdivision of out lot sixty-two (62) in the City of Hannibal, Marion County, Missouri.

Wells Abstract Company

LETHA NELSON-AGENT

Schedule B

In reference to the property described in paragraph 3 of Schedule A of this report, we find the following matters which affect title to said property.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires for value of record the estate or interest or mortgage thereon covered by this Report.
2. State AND County taxes for 2021 and thereafter.
3. Any Rights or Claims of parties other than vested in actual possession of any or all of the property.
4. Any unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area or encroachments, which an accurate and complete survey would disclose.
5. Any unfiled Mechanics' or Materialmen's Liens.
6. 2021 MARION County taxes are shown as DUE in the amount of \$873.27
Property Tax I.D. #010.09.29.4.26.010.000

August 22, 2022

TO: CITY OF HANNIBAL

ATTN.: _____

IN ACCOUNT WITH
WELLS ABSTRACT COMPANY
119 SOUTH 10TH STREET
HANNIBAL, MISSOURI 63401
PH: (573) 221-0644 FAX: (573) 221-6990

Informational Report

*File M2208012

Informational Report

\$175.00

Total

\$175.00

NOTE: This is a Informational Report and not a Certificate of Title. Wells Abstract Company assumes liability only in the amount of this report.

Schedule B