

City of Hannibal
OFFICIAL COUNCIL AGENDA

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

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

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

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

The instructions to watch the meetings online follow:

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

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

Regularly Scheduled Council Meeting – December 17, 2024

APPROVAL OF PAYROLL AND CLAIMS

Second Half – December 2024

PUBLIC COMMENTS

3 Minutes/ Sign Up Required

BARRY LOUDERMAN –MAYOR
Re: Potential Changes to Charter Section 11

***Proposition 3** -Section 11.10 – 60-day notice of salary increases
(Bill No.24-031, to follow, for first reading)*

***Proposition 1** - Section 11.11 – 60 Day Notice of Budget
(Bill No.24-032, to follow, for first reading)*

***Proposition 2** – Section 11.07 – 60 Day Notice of Rate Increases
(Bill No.24-033, to follow, for first reading)*

***Proposition 4** – Section 11.03 – Required Votes to Remove Board Members
(Bill No.24-034, to follow, for first reading)*

***Proposition 5** – Chapter 11- New Section – Oversight by City Council
(Bill No.24-035, to follow, for first reading)*

Re: Federal Building & Industrial Park Discussions

Discussing future plans for the Federal Building & Industrial Park

COLIN WELCH – 5TH WARD COUNCIL MEMBER
Re: Resignation of Council Seat

ANDY DORIAN – DIRECTOR, CENTRAL SERVICES
Re: Airport Lease
(Resolution No. 2532-25 to follow, for approval)

BILL NO. 24-031

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL
VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF
THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE
COUNCIL OF SALARY INCREASES TO THE EMPLOYEES OF
THE BOARD OF PUBLIC WORKS**

First Reading

BILL NO. 24-032

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL
VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF
THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE
COUNCIL OF THE PROPOSED BUDGET OF THE BOARD OF
PUBLIC WORKS**

First Reading

BILL NO. 24-033

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL
VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF
THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE
COUNCIL OF PROPOSED UTILITY RATE INCREASES BY THE
BOARD OF PUBLIC WORKS**

First Reading

BILL NO. 24-034

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL
VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF
THE CITY OF HANNIBAL TO CHANGE THE NUMBER OF
AFFIRMATIVE VOTES REQUIRED TO REMOVE A MEMBER OF
THE BOARD OF PUBLIC WORKS**

First Reading

BILL NO. 24-035

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO
BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL
VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF
THE CITY OF HANNIBAL TO REQUIRE THE BOARD OF PUBLIC
WORKS MEET WITH THE CITY COUNCIL UPON REQUEST OF
THE COUNCIL**

First Reading

RESOLUTION NO. 2532-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
DISTRICT HOUSE LEASE BETWEEN CONGRESSMAN SAM
GRAVES AND THE CITY OF HANNIBAL FOR OFFICE SPACE AT
THE HANNIBAL REGIONAL AIRPORT.**

ADJOURNMENT

BILL NO. 24-031

ORDINANCE NO.

FIRST READING 12.17.2024

SECOND READING

AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE COUNCIL OF SALARY INCREASES TO THE EMPLOYEES OF THE BOARD OF PUBLIC WORKS

WHEREAS, in accordance with the provisions of the Home Rule Charter of the City of Hannibal, there may be held a Municipal Election at times concurrent with state election, and,

WHEREAS, the City Council that it may at times be necessary to have council meetings by electronic means to continue with the necessary business of the City; and

WHEREAS, the City Council has determined it is necessary and appropriate to present an enabling amendment of the Charter of the City of Hannibal to the voters ;

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 8th day of April, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

The City Clerk shall cause to be given ten (10) days notice of said Election by publication in the newspaper doing the official printing of the City of Hannibal, said notice to be signed by the Mayor and attested by the City Clerk, said notice to be printed in substantively the following form, to-wit:

**NOTICE OF MUNICIPAL ELECTION
CITY OF HANNIBAL, MISSOURI**

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

Tuesday, the 8th day of April, 2025

Proposition 3

Shall "Chapter 11, BOARD OF PUBLIC WORKS, Sec. 11.10. - General manager and employees; compensation, of the Charter of the City of Hannibal, be amended to require that

the City Council be given 60 days prior notice of any change in the rates of compensation of employees of the board?

[] Yes [] No

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

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

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

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

SECTION SIX: That this ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this ____ day of January 2025.

APPROVED this ____ day of January 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

BILL NO. 24-032

ORDINANCE NO.

FIRST READING 12.17.2024

SECOND READING

AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE COUNCIL OF THE PROPOSED BUDGET OF THE BOARD OF PUBLIC WORKS

WHEREAS, in accordance with the provisions of the Home Rule Charter of the City of Hannibal, there may be held a Municipal Election at times concurrent with state election, and,

WHEREAS, the City Council that it may at times be necessary to have council meetings by electronic means to continue with the necessary business of the City; and

WHEREAS, the City Council has determined it is necessary and appropriate to present an enabling amendment of the Charter of the City of Hannibal to the voters ;

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 8th day of April, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

The City Clerk shall cause to be given ten (10) days notice of said Election by publication in the newspaper doing the official printing of the City of Hannibal, said notice to be signed by the Mayor and attested by the City Clerk, said notice to be printed in substantively the following form, to-wit:

**NOTICE OF MUNICIPAL ELECTION
CITY OF HANNIBAL, MISSOURI**

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

Tuesday, the 8th day of April, 2025

Proposition 1

Shall "Chapter 11, BOARD OF PUBLIC WORKS, Sec. 11.11. - Records; budget; audit., of the Charter of the City of Hannibal, be amended to require that the City Council be given 60 days prior notice of the proposed budget of the Board of Public Works and to be sure that the Board of Public Works complies with all law regarding confidentiality including the Missouri Sunshine Law?

[] Yes [] No

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

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

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

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

SECTION SIX: That this ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this ____ day of January 2025

APPROVED this ____ day of January 2025

Barry Louderman, Mayor

ATTEST:

MELISSA Cogdal, City Clerk

BILL NO. 24-033

ORDINANCE NO.

FIRST READING 12.17.2024

SECOND READING

AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE PRIOR NOTICE TO THE COUNCIL OF PROPOSED UTILITY RATE INCREASES BY THE BOARD OF PUBLIC WORKS

WHEREAS, in accordance with the provisions of the Home Rule Charter of the City of Hannibal, there may be held a Municipal Election at times concurrent with state election, and,

WHEREAS, the City Council that it may at times be necessary to have council meetings by electronic means to continue with the necessary business of the City; and

WHEREAS, the City Council has determined it is necessary and appropriate to present an enabling amendment of the Charter of the City of Hannibal to the voters ;

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 8th day of April, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

The City Clerk shall cause to be given ten (10) days notice of said Election by publication in the newspaper doing the official printing of the City of Hannibal, said notice to be signed by the Mayor and attested by the City Clerk, said notice to be printed in substantively the following form, to-wit:

**NOTICE OF MUNICIPAL ELECTION
CITY OF HANNIBAL, MISSOURI**

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

Tuesday, the 8th day of April, 2025

Proposition 2

Shall Chapter 11, BOARD OF PUBLIC WORKS, Sec. 11.07. - Powers and duties; establish rates, of the Charter of the City of Hannibal, be amended to require that the City Council be given 60 days prior notice of any proposed increase in the Utility Rates charged by the Board of Public Works?

[] Yes [] No

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

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

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

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

SECTION SIX: That this ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this ____ day of January 2025

APPROVED this ____ day of January 2025

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

BILL NO. 24-034

ORDINANCE NO.

FIRST READING 12.17.2024

SECOND READING

AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO CHANGE THE NUMBER OF AFFIRMATIVE VOTES REQUIRED TO REMOVE A MEMBER OF THE BOARD OF PUBLIC WORKS

WHEREAS, in accordance with the provisions of the Home Rule Charter of the City of Hannibal, there may be held a Municipal Election at times concurrent with state election, and,

WHEREAS, the City Council that it may at times be necessary to have council meetings by electronic means to continue with the necessary business of the City; and

WHEREAS, the City Council has determined it is necessary and appropriate to present an enabling amendment of the Charter of the City of Hannibal to the voters ;

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 8th day of April, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

The City Clerk shall cause to be given ten (10) days notice of said Election by publication in the newspaper doing the official printing of the City of Hannibal, said notice to be signed by the Mayor and attested by the City Clerk, said notice to be printed in substantively the following form, to-wit:

**NOTICE OF MUNICIPAL ELECTION
CITY OF HANNIBAL, MISSOURI**

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

Tuesday, the 8th day of April, 2025

Proposition 4

Shall "Chapter 11, BOARD OF PUBLIC WORKS, Sec. 11.03. - Board members; removal, of the Charter of the City of Hannibal, be amended to change the number of votes to remove a Member of the Board from 5 affirmative votes to four (4)?"

[] Yes [] No

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

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

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

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

SECTION SIX: That this ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this ____ day of January 2025

APPROVED this ____ day of January 2025

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

BILL NO. 24-035

ORDINANCE NO.

FIRST READING 12.17.2024

SECOND READING

**AN ORDINANCE PROVIDING FOR A MUNICIPAL ELECTION TO BE HELD ON
TUESDAY, APRIL 8, 2025, TO ALLOW HANNIBAL VOTERS TO CONSIDER AN
AMENDMENT TO THE CHARTER OF THE CITY OF HANNIBAL TO REQUIRE
THE BOARD OF PUBLIC WORKS MEET WITH THE CITY COUNCIL UPON
REQUEST OF THE COUNCIL**

WHEREAS, in accordance with the provisions of the Home Rule Charter of the City of Hannibal, there may be held a Municipal Election at times concurrent with state election, and,

WHEREAS, the City Council that it may at times be necessary to have council meetings by electronic means to continue with the necessary business of the City; and

WHEREAS, the City Council has determined it is necessary and appropriate to present an enabling amendment of the Charter of the City of Hannibal to the voters ;

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

SECTION ONE: That a Municipal Election for a certain ballot proposal shall be held on Tuesday, the 8th day of April, 2025. Said election shall be held at such place in each ward and precinct as the election authority may direct and as contained in the Election notice made a part of this ordinance.

The City Clerk shall cause to be given ten (10) days notice of said Election by publication in the newspaper doing the official printing of the City of Hannibal, said notice to be signed by the Mayor and attested by the City Clerk, said notice to be printed in substantively the following form, to-wit:

**NOTICE OF MUNICIPAL ELECTION
CITY OF HANNIBAL, MISSOURI**

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

Tuesday, the 8th day of April, 2025

Proposition 5

Shall "Chapter 11, BOARD OF PUBLIC WORKS, of the Charter of the City of Hannibal, be amended to Include a new section requiring the Board of Public Works to meet with the Council about proposed rate increases, salary increases, the BPW budget, or any other matter affecting the Citizens of the City of Hannibal

[] Yes [] No

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

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

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

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

SECTION SIX: That this ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this ____ day of January 2025

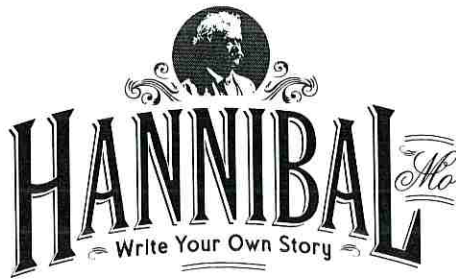
APPROVED this ____ day of January 2025

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

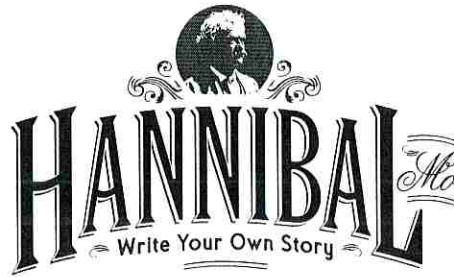
Office of the Mayor



Barry Louderman

Please place the discussion regarding options regarding the Federal Building and Industrial Park..

Office of the 5th Ward



Colin Welch

Address of the Mayor, Council, and Citizens of Hannibal.

Resignation of the 5th Ward Council Seat effective January 7, 2025.

Colin Welch

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



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

FROM: Andrew Dorian

DATE: 12/13/2024

RE: Rental of Airport Terminal Office Space

Bryan Nichols, the District Director for Congressman Sam Graves, would like to extend the lease of an office space at the Hannibal Regional Airport.

In discussion with Bryan we set a \$150 monthly rate for the office with the term extended to January, 2nd 2027.

The Department of Public Works recommends that the City of Hannibal enter into a District Office Lease for the use of a small office at the Hannibal Regional Airport.

RESOLUTION NO. 2532-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISTRICT HOUSE LEASE BETWEEN CONGRESSMAN SAM GRAVES AND THE CITY OF HANNIBAL FOR OFFICE SPACE AT THE HANNIBAL REGIONAL AIRPORT.

WHEREAS, The City of Hannibal/Hannibal Regional Airport has a small office space available at the terminal, and

WHEREAS, Congressman Graves District Director is in need of an office space, and

WHEREAS, The City of Hannibal has proposed a space for \$150 per month with a term to expire on January 2nd 2027 and

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL MISSOURI

SECTION ONE: That the Mayor is hereby authorized to execute a District House Lease between Congressman Sam Graves and the City of Hannibal for an office space at the Hannibal Regional Airport.

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

ADOPTED THIS 7th DAY OF JANUARY 2025.

APPROVED THIS 7th DAY OF JANUARY 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 119th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts,
City of Hannibal _____, 320 Broadway, Hannibal, MO 63401

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("Lessor"), and Congressman Sam Graves _____, a Member/Member-elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 128 square feet of office space located at 6079 Co Rd 425
(Office street address)
in the city, state and ZIP code of Hannibal, MO, 63401
(Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive, and Lessor shall be required to provide, the amenities as set forth in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease, or as otherwise described herein.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 2025 and ending January 2, 2027. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2027, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be 150, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 119th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 119th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 119th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Notice.** All notices required or permitted under this Lease shall be in writing sent to the addresses identified below or as otherwise designated by the parties from time to time via written notice. All such notices shall be deemed sufficiently given at the time three (3) days following the day they are postmarked in any post office or branch post office.

Notice to Landlord

All notices required to be delivered to Landlord from Lessee shall be delivered to Landlord at:

Contact Name: Andy Dorian
Address: 320 Broadway, Hannibal, MO 63401
Phone: (573) 221-0111
Email: adorian@hannibal-mo.gov

Notice to Lessee

All notices required to be delivered to Lessee from Landlord shall be delivered to Lessee at:

Contact Name: Buffy Smith
Address: 12200 North Ambassador Dr Suite 234 Kai
Phone: (816) 792-3976
Email: buffy.smith@mail.house.gov

12. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 119th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

City of Hannibal

Print Name of Lessor/Landlord

Congressman Sam Graves

Print Name of Lessee

By: _____

Lessor Signature

Lessee Signature

Title: _____

Date

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 5 – 119th Congress)

SECTION A
(Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

☒ * **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

Chariton Valley

☒ * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

☐ Amenities are separately listed elsewhere in the Lease.

(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

☐ Lockable Space for Networking Equipment.

☐ Telephone Service Available.

☒ Parking.

☐ Assigned Parking Spaces

☒ 20 Unassigned Parking Spaces

☐ General Off-Street Parking on an As-Available Basis

☒ Utilities. Includes: electric, wi-fi

☐ Janitorial Services. Frequency: _____

☐ Trash Removal. Frequency: _____

☐ Carpet Cleaning. Frequency: _____

☐ Window Washing. ☐ Window Treatments.

☐ Tenant Alterations Included In Rental Rate.

☒ After Hours Building Access.

☐ Office Furnishings. Includes: _____

☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No

☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____

Phone Number: _____ Email Address: _____

District Office Lease Attachment

(Page 2 of 5 – 119th Congress)

SECTION B
(Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor, or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

District Office Lease Attachment

(Page 3 of 5 – 119th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

(Page 4 of 5 – 119th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 5 of 5 – 119th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Hannibal

Print Name of Lessor/Landlord

Congressman Sam Graves

Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Title: _____

Date

Date

From the Member's Office, who is the point of contact for questions?

Name Bryan Nichols Phone 573-221-3400 E-mail bryan.nichols @mail house gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____
(Administrative Counsel)

U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO: vendorEFT@mail.house.gov

FAX NUMBER: (202) 225-6914

SECTION I

UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515
AGENCY IDENTIFIER 53-6002523 **AGENCY LOCATION CODE** 4832 **TELEPHONE NUMBER** (202) 226-2277

SECTION II

PAYEE/COMPANY INFORMATION

| | |
|--|---|
| NAME AS SHOWN ON YOUR INCOME TAX RETURN | BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN |
| ADDRESS/CITY/STATE/ZIP | Enter the correct Tax Identification Number type SOCIAL SECURITY NUMBER (SSN) EMPLOYER TAX ID NUMBER (EIN) <div style="border: 1px solid black; width: 150px; height: 20px; margin: 2px;"></div> or <div style="border: 1px solid black; width: 150px; height: 20px; margin: 2px;"></div> |
| CONTACT PERSON NAME | PURCHASE ORDER ADDRESS/CITY/STATE/ZIP |
| EMAIL | PO EMAIL |
| TELEPHONE NUMBER FAX NUMBER | TELEPHONE NUMBER FAX NUMBER |
| REMIT TO ADDRESS | |

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)

☐ Individual/Sole Proprietor or Single Member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate

Limited Liability Company. Check the tax classification: ☐ C corporation ☐ S corporation ☐ Partnership
Note: For a single-member LLC that is disregarded, check the appropriate box for the tax classification of the single-member owner.

Government Entity. Check the tax classification: ☐ Federal ☐ State ☐ Local

☐ Other _____

Exemptions (codes apply only to certain entities, not individuals):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

SECTION III

FINANCIAL INSTITUTION INFORMATION U.S.

| | |
|--|--|
| BANK NAME | TELEPHONE NUMBER |
| NINE-DIGIT ROUTING TRANSIT NUMBER _____ | |
| DEPOSITOR ACCOUNT TITLE | |
| DEPOSITOR ACCOUNT NUMBER | LOCKBOX NUMBER |
| TYPE OF ACCOUNT | <input type="radio"/> CHECKING <input type="radio"/> SAVINGS <input type="radio"/> LOCKBOX |

SECTION IV

SOCIO-ECONOMIC INFORMATION

| | |
|---------------------------------------|---|
| Type of Business | <input type="radio"/> Large Business-No Socio-Economic Designations <input type="radio"/> Minority <input type="radio"/> SmBusiness <input type="radio"/> Sm-Disadv/Minority <input type="radio"/> Sm-Disadv Only <input type="radio"/> SmMin Only |
| Sm-Disadvantaged Business Prog | <input type="radio"/> 8 (a) Firm <input type="radio"/> HUBZone Program <input type="radio"/> HUBZone Eligible <input type="radio"/> Emerging Small Business <input type="radio"/> Women-Owned Business |
| Other Preference Programs | <input type="radio"/> Buy Indian <input type="radio"/> Directed to JWOD Non-Profit <input type="radio"/> No Preference/Not Listed <input type="radio"/> Small Business Set-Aside <input type="radio"/> Very Small Business Set-Aside |
| Veteran Owned Status | <input type="radio"/> Non-Vet Owned SmBus <input type="radio"/> Other Vet Owned SmBus <input type="radio"/> Serv-Disabled Vet Other Bus <input type="radio"/> Serv-Disabled Vet Owned SB <input type="radio"/> Vet-Owned Other Bus |
| Size of Business: | <input type="radio"/> (A) 50 or less <input type="radio"/> (B) 51-100 <input type="radio"/> (C) 101-250 <input type="radio"/> (D) 251-500 <input type="radio"/> (E) 501-750 <input type="radio"/> (F) 751-1,000 <input type="radio"/> (G) Over 1,000 <input type="radio"/> (M) 1 million or less <input type="radio"/> (N) 1.1-2 million <input type="radio"/> (P) 2.1-3.5 million <input type="radio"/> (R) 3.1-5 million <input type="radio"/> (S) 5.1-10 million <input type="radio"/> (T) 10.1-17 million <input type="radio"/> (Z) Over 17 million |

SECTION V

CERTIFICATION OF DATA BY PAYEE/COMPANY

| | |
|------------------|-----------------------|
| NAME | TITLE/POSITION |
| SIGNATURE | DATE |
| TELE | |

**Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

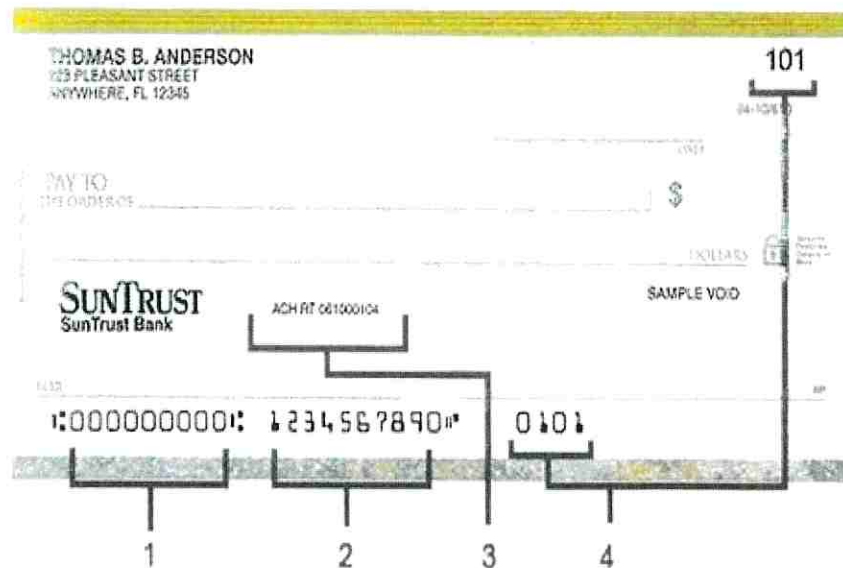
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

| | |
|-------------------------------------|---|
| <u>FINANCIAL INSTITUTION NAME</u> | name of the financial institution to which the payments are to be directed |
| <u>ROUTING TRANSIT NUMBER (RTN)</u> | financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i> |
| <u>ACCOUNT TITLE</u> | employee's or vendor's name on the account |
| <u>ACCOUNT NUMBER</u> | account number at the financial institution |



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.