

City of Hannibal

OFFICIAL COUNCIL AGENDA

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

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

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

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

The instructions to watch the meetings online follow:

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

ROLL CALL

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

**Regularly Scheduled Council Meeting – February 4, 2025
Special Call Council Meeting – February 6, 2025**

APPROVAL OF PAYROLL AND CLAIMS

First Half – February 2025

PUBLIC COMMENTS

3 Minutes/ Sign Up Required

MATT HALLE – DOWN COUNTRY
Re: Fire Hydrant Usage, Trash Pick-up, & Sell of Alcohol
Saturday, August 16, 2025, from 12:00 p.m. until 8:00 p.m.

APRIL AZOTEA – 323 N. MAIN STREET
Re: Budget

BARRY LOUDERMAN –MAYOR
Re: Approval of Appointment

Employee Benefit Trust Board

Susan Dobson – appointment for a term to expire May 2028

Re: Proclamation for Riedel Foundation 25th Anniversary

NATHAN MUNGER –6TH WARD COUNCIL MEMBER
Re: Updated Rules for Public Speaking Options

ANDREW DORIAN – DIRECTOR OF CENTRAL SERVICES
Re: Airport Farm Lease Approval
(Resolution No. 2535-25 to follow, for approval)

MEGAN RAPP – MARK TWAIN BOYHOOD HOME EXECUTIVE DIRECTOR
Re: Revised Lease Agreement – Mark Twain Home Foundation

TRISHA O'CHELTREE –HCVB DIRECTOR
Re: Website Maintenance Agreement

JACOB NACKE –CHIEF OF POLICE
Re: Ordinance 16-176 Exemption
Missouri Department of Conservation

RESOLUTION 2535-25

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
FARM LEASE AGREEMENT BETWEEN THE CITY OF HANNIBAL
AND CHASE GOLDINGER FOR THE LEASING OF AIRPORT
PROPERTY FOR TEMPORARY AGRICULTURAL FARM USE IN
THE AMOUNT OF \$12,500 FOR THE 2025, 2026, 2027, 2028, 2029
YEARS.**

CLOSED SESSION

In Accordance with RSMo 610.021 (1), (3), (12), and (13)



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

SPECIAL EVENT APPLICATION

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

Deadline for Submission: Wednesday, Prior to Council Meeting

Today's Date: 01/28/2025 Date you wish to be placed on Agenda: 03/04/2025

Your Organization: Down Country Special Event: Grillin and Chillin

Date(s) of Event: 08/16/2025 Requested Times (from-to): 12p-8pm

Description of Activity: Raising money, 4 bands, Raffles, Food & Drinks

Primary Contact Person(s): Matt Halle Cell Phone: (217)316-2116

Work Phone: _____ E-mail: Matthalle81@gmail.com

Assistance Needed (location, etc.): Requesting the fire department to put a nose bib on the fire hydrant by the V Men's Pavillion.

Requesting trash pick-up from the parks department.

Requesting to sell alcohol at the V Men's Pavillion.

DEPARTMENTAL COMMENTS (office Use)

Police: No concern from Police. Dept. Cost: 0

-Lieutenant Wilt

Fire: No issue with this event. They will need to contact BPW for Dept. Cost: 0

the connection to the fire hydrant. -Chief Neisen

BPW: We have no issues. As per the application, they need to contact Dept. Cost: 0

our office for the hydrant connection. -D. Gordon

Building Inspector: No comments or concerns with this event. Dept. Cost: 0

-Building Inspector's Office

Parks: Parks has no objections. The event organizer will be responsible Dept. Cost: 0

for the trash removal, we do not staff events to remove trash. -A. Dorian

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

-A. Dorian

Tourism: No concerns. Dept. Cost: 0

-T. O'Cheltree

Administration: No objections, just need a certificate of insurance. Dept. Cost: 0

-Clerk's Office

STAFF RECOMMENDS:

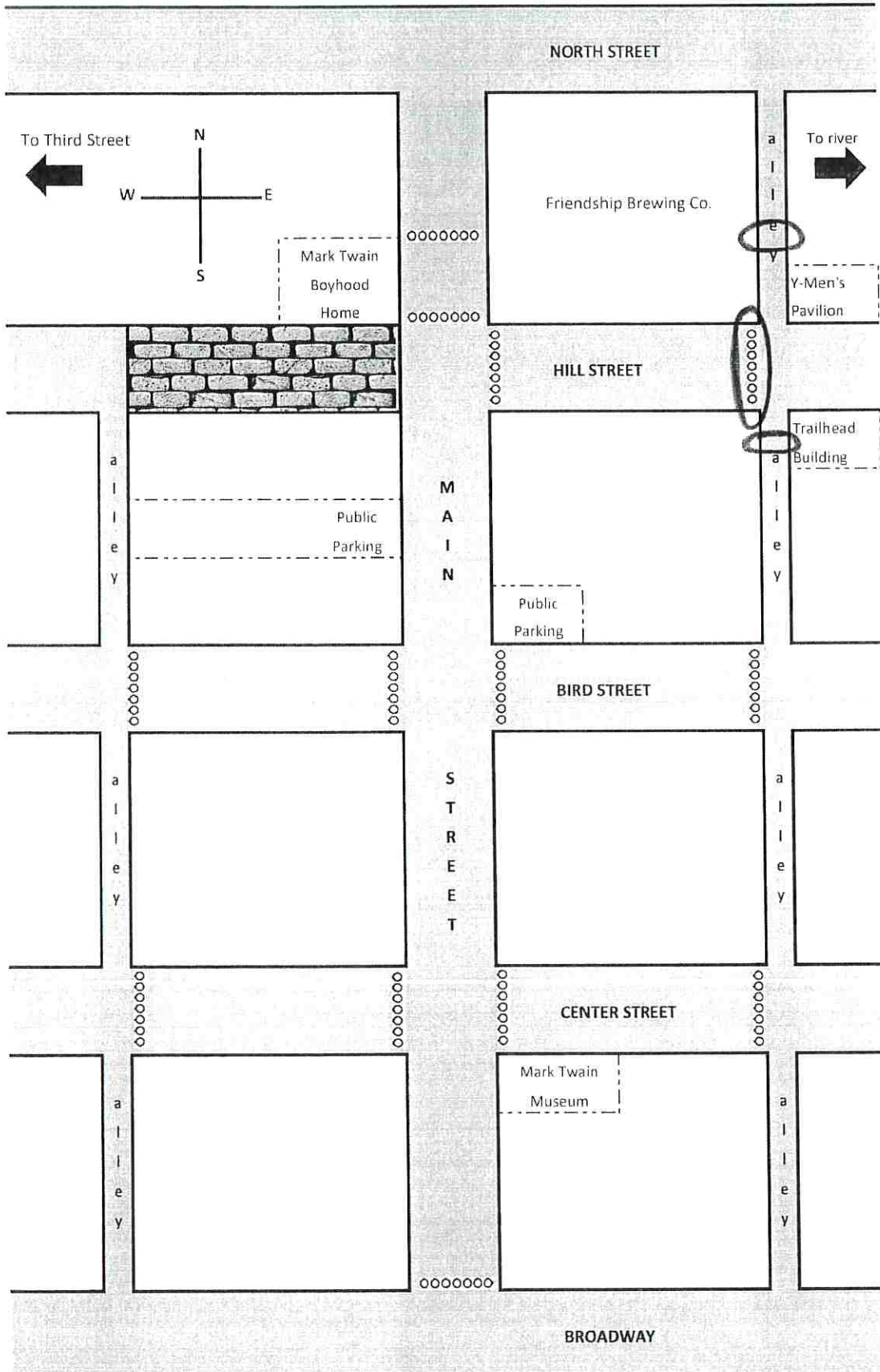
This checklist is for your planning & to help us better understand the needs for your event. Please check all activities that apply.

ACTIVITY	PROCESS
<input type="checkbox"/> <i>Business License</i>	The business / group promoting and organizing the event for profit must obtain a City of Hannibal Business License. Contact City Hall at 573-221-0111 for more information.
<input checked="" type="checkbox"/> <i>Alcohol</i>	<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"/> <i>Retail Vendors</i>	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"/> <i>Food Vendors</i>	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"/> <i>Parade or other run / walk event</i>	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"/> <i>Security</i>	(Must Provide Own) Method of Security
<input checked="" type="checkbox"/> <i>Waste Removal / Recycling</i>	Responsibility of Event Holder
<input checked="" type="checkbox"/> <i>Port-A-Potties</i>	Not supplied by City
<input checked="" type="checkbox"/> <i>Barricades/Road Closures</i>	If you're requesting a road closure & your area is outside of the map provided in the packet, then you must provide your own map (If you are having trouble with this please contact the Clerk's Office, the office manager will be happy to assist you). Your requested road closures or barricades will need to be marked on the map you've turned in with your packet.
<input type="checkbox"/> <i>Electric Power</i>	<p>For temporary electric utility service for Festivals, the organizer must contact the HBPW at 573-221-8050. A utility application is required no later than the Wednesday preceding the City Council Meeting you plan to attend.</p> <p>The pedestals located along Main St. are not for vendor use and will not be energized during events.</p> <p>Service call outs determined to be the fault of the vendor are at the organizer's expense and billed in accordance with the HBPW Schedule of Rates and Fees.</p> <p>For electric utility service at the Riverfront or other park locations, the organizer should contact Parks and Rec at 573-221-0111.</p> <p>Meter Fee and prepayment of usage is required. Any overpayment will be refunded.</p>
<input checked="" type="checkbox"/> <i>Water</i>	For use of water at a fire hydrant, the organizer must contact the HBPW at 573-221-8050. A utility application is required no later than the Wednesday preceding the City Council Meeting you plan to attend. Meter Fee and prepayment of usage is required. Any overpayment will be refunded.

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

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

HISTORIC DISTRICT - REQUESTED STREET CLOSURES



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



CITY OF HANNIBAL

Special Event Safety Plan

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

I. GENERAL

Event Name Grillin and Chillin Date of Event 08/16/2025

Location/Address/Facility Name Y Men's Pavillion

Expected Number of Attendees: 250-500

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: Matt Halle

Cell Phone: 217-316-2116

B. Emergency Notification

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

2. Will on-sight EMS be provided?

Yes No

If yes, contact name and phone _____

3. Will on-site security be provided?

Yes No

If yes, contact name and phone _____

C. Severe Weather

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

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

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

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

D. Fire

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

Yes No

If yes, what has been identified? _____

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

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

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

E. Medical Emergencies

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

F. Law Enforcement

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

G. Emergency Vehicle Access

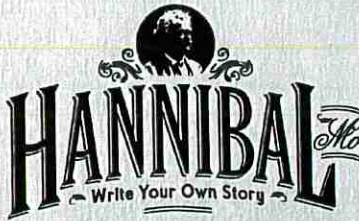
1. Access to emergency vehicles will be maintained at all times.
2. Fire lanes and fire hydrants will not be obstructed.
3. Participants and spectators will be directed to park in approved areas and not to obstruct protective features, sidewalks, or public thoroughways.
4. Crowd control will be managed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

V. CONTACT INFORMATION

Primary Contact: Matt Halle Cell Phone: 217-316-2116
Secondary Contact: Sherri Halle Cell Phone: 217-316-6025

Dial 911 in case of emergency

Office of the



City Clerk

City Council Request to Speak
Council Meetings are held the First and Third Tuesday of Each Month
Deadline is 4:00 p.m. Thursday prior to City Council Meeting
Speakers Must Register Using Current Residential Address &
Residing Ward (if applicable)

Today's Date: 2-13-25

Date you wish to be placed on Agenda: 2-18-25

Name: April Azotea

Address: 323 N main St

Phone Number: 217-316-0004

Subject Matter: Budget

2-13-25
Date

April Azotea
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 to the specific meeting.
(573)221.0111

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

**CITY OF HANNIBAL
PROCLAMATION
RIEDEL FOUNDATION CELEBRATING 25 YEARS**

WHEREAS, the George H. Riedel Private Foundation was established in 2000, after the death of its namesake. Mr. Riedel and his father served as Directors for F & M Bank and Trust Company for more than 90 years combined. As his legacy, he left a trust with the sole purpose of improving the quality of life in Hannibal, Missouri; and

WHEREAS, in the last 25 years, the Riedel Foundation has awarded approximately \$7.5 million dollars to non-profit agencies that serve Hannibal residents; and

WHEREAS, during Mr. Riedel's life, he concentrated the majority of his philanthropy to services for youth, particularly the YMCA of Hannibal. Another area of interest was the economic well-being of the Hannibal business community, especially through the tourism industry as it relates to the legacy and history of Mark Twain; and

WHEREAS, 25 years later, the Riedel Foundation aims to hold true to Mr. Riedel's vision of a better Hannibal by awarding grants to worthy non-profit organizations; and

WHEREAS, grants from the Riedel Foundation have helped fund scholarships, feed hungry senior citizens, combat homelessness, support education, improve health and safety, provide recreation, allow the arts to flourish and so much more; and

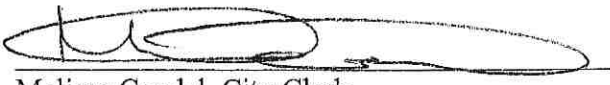
WHEREAS, the mission of the Riedel Foundation can only be accomplished through the creative skill and talent of its non-profit partners.

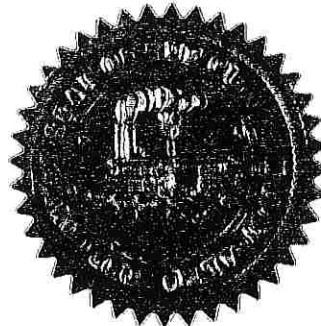
NOW, THEREFORE, I, Barry Louderman, Mayor of the City of Hannibal, Missouri, recognizes and congratulates
THE RIEDEL FOUNDATION CELEBRATING 25 YEARS

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Seal of the City of Hannibal, Missouri, this 18th day of February, 2025.

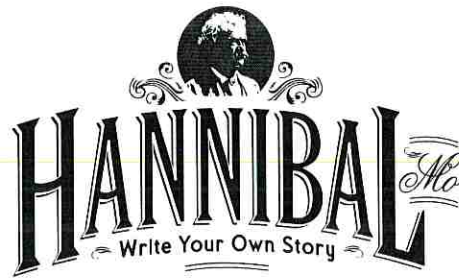

Barry Louderman, Mayor

ATTEST:


Melissa Cogdal, City Clerk



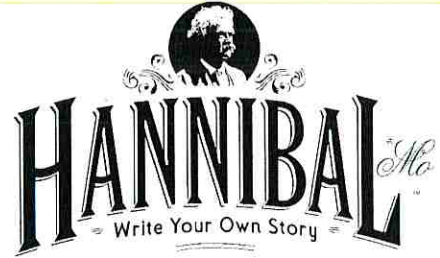
6th Ward Councilman



Nathan Munger

Please place me on the agenda to discuss Public Speaking rules.

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: 1/23/2025

RE: Airport Farm Lease

The City of Hannibal recently opened bids on Thursday, January 23rd for the leasing of approximately 50 acres of tillable farm land at the Hannibal Regional Airport.

We received 2 bids, with the high bid being submitted by Chase Goldinger.

Bid Breakdown;

Year 2025- \$12,500
Year 2026- \$12,500
Year 2027- \$12,500
Year 2028- \$12,500
Year 2029- \$12,500

The Department of Public Works recommends approval of the of the high bid of \$12,500 from Chase Goldinger for the 5 year farming lease at the Hannibal Regional Airport.

RESOLUTION 2535-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A FARM LEASE AGREEMENT BETWEEN THE CITY OF HANNIBAL AND CHASE GOLDINGER FOR THE LEASING OF AIRPORT PROPERTY FOR TEMPORARY AGRICULTURAL FARM USE IN THE AMOUNT OF \$12,500 FOR THE 2025, 2026, 2027, 2028, 2029 YEARS.

WHEREAS, the City of Hannibal owns approximately 50 acres, more or less, of tillable ground, which is part of the Hannibal Municipal Airport, and

WHEREAS, bids were let, and received January 23rd, 2025, and

WHEREAS, bids were received from two bidders with Chase Goldinger submitting the high bid, and

WHEREAS, said lease would not unduly burden or otherwise hinder the City's efforts to operate or expand the Hannibal Municipal Airport, and

WHEREAS, in consideration of said lease agreement, Chase Goldinger agrees to pay the City of Hannibal \$12,500 each year for 2025, 2026, 2027, 2028, 2029 Years, and

WHEREAS, this lease shall be for a term commencing February 18th, 2025, and expiring December 31st, 2029.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF HANNIBAL MISSOURI

SECTION ONE: That the Mayor is hereby authorized to execute a contract in the amount of \$12,500 each year between the City of Hannibal and Chase Goldinger for the purpose of an Airport Farm Lease Agreement for the 2025, 2026, 2027, 2028, 2029 years.

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

ADOPTED THIS 18th DAY OF FEBRUARY, 2025.

APPROVED THIS 18th DAY OF FEBRUARY, 2025.

Barry Louderman, Mayor

ATTEST:

Melissa Cogdal, City Clerk



**CITY OF HANNIBAL, MISSOURI
BID TABULATIONS**

Project Number: AIRPORTFARMLEASE2025

Project Description: 5 YEAR FARM LEASE/ HANNIBAL REGIONAL AIRPORT

Bid Opening Date: JANUARY 23RD, 2025

Bid Opening Time: 11:00AM

<i>Bidder</i>	<i>Bid Amount</i>	<i>Addendum No. 1 & 2</i>
Chase Goldinger	12,500.00	
Brad Craven	10,500.00	

1/23/2025 11:00AM

Date/Time

Melissa Cogdal, City Clerk



MEMO

To: Hannibal City Council, Mayor, City Manager
From: Megan Rapp, Mark Twain Boyhood Home & Museum Executive Director
Date: February 3, 2025
Subject: Revised Lease Agreement - Mark Twain Home Foundation

Dear City Council Members,

I am presenting, for your approval, a revised lease agreement for the city-owned property leased by the Mark Twain Home Foundation. This updated agreement has been reviewed and approved by the City Attorney.

The revised lease includes the following key updates:

1. **Molly Brown Home lot:** The lease agreement removes the portion of the property where the Molly Brown Home now sits at the corner of Main and Hill. This property, which is currently part of the lease was removed, as it is now being utilized by the City of Hannibal.
2. **Property Ownership Corrections:** The agreement now reflects several properties that were previously leased but are now owned by the Mark Twain Home Foundation, and as such, these properties are no longer part of the lease agreement.

The lease also removes the Tom & Huck Statue, which has been maintained by the Foundation since at least the 1980s; well before the Cardiff Hill Overlook Park, complete with lovely Veteran's memorial, was created.

Should you have any questions or require further clarification, please feel free to reach out. We appreciate your attention to this matter and look forward to your approval.

Sincerely,
Megan Rapp, MA, CTIS
Executive Director
Mark Twain Home Foundation

LEASE

This Lease made and entered into by and between the **CITY OF HANNIBAL, MISSOURI**, a municipal corporation, by and through its duly constituted and authorized Mark Twain Home Board, hereinafter called “**Lessor**”, and the **MARK TWAIN HOME FOUNDATION**, a Missouri not-for-profit corporation, hereinafter called “**Lessee**”.

Witnesseth:

Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned and hereby agreed to be paid, kept and performed by Lessee, has leased and by these presents does lease with covenant for quiet enjoyment to Lessee the following-described personal property, fixtures and real estate, together with buildings and other improvements located on said real estate. The personal property, fixtures, hereinafter shall be referred to as the “Leased Premises”. The leased premises are located in the City of Hannibal and more particularly described as follows:

Personal Property

All furnishings, machinery, office supplies and inventory, equipment, photographs, paintings, books, letters, antiques and all Mark Twain memorabilia and collectibles currently owned by the city of Hannibal, and which are under the control of the Mark Twain Home Board.

Real Property

Tract 1: (Parcel next to alley, uphill of Museum)

All of the West twenty and one half (20 ½) feet of Lot number one (1) in block number Nine (9) of the City Of Hannibal, Marion County, Missouri.

Tract 2: (Mark Twain WPA Building – 208 Hill Street)

All of a part of Lot one (1), Block nine (9) in the city of Hannibal described as follows, to wit: Beginning at a point on the North line of Hill Street, one hundred one (101) feet west from the intersection of Hill and Second streets; thence run North at right angles with said Hill Street, sixty

five and one half (65 ½) feet; thence run west, parallel with said Hill street, twenty (20) feet and six (6) inches; thence East along the north line of Hill Street to the point of beginning.

Tract 3: (Mark Twain Boyhood Home – 206 Hill Street)

All that part of Lot number one (1) in Block number nine (9) in the City of Hannibal, towit: Begin on the North line of Hill Street eighty and one half (80 ½) feet west of the southeast corner of said Lot one (1) in said Block nine (9), Thence West along the North line of Hill Street twenty and one half (20 ½) feet; thence south sixty five and one half (65 ½) feet to the point of beginning.

Tract 4: (Museum Garden)

All that part of lot one (1), Block Nine (9) in the original town, now City of Hannibal, Described as follows, towit: Begin at the southeast corner of said Lot number one (1); thence run northerly on the westerly line of Main Street 43 8/12 feet; thence westerly parallel with the northerly line of Hill Street 80 ½ feet; thence southerly parallel with the westerly line of Main Street 42 8/12 feet to the northerly line of Hill Street, thence easterly on the north line of Hill Street 80 ½ feet to the beginning.

All of the east eighty and one half (80 ½) feet of the north twenty one and five sixth (21 5/6) feet of Lot one (1) and the south four (4) feet of the east one-half (½) of Lot two (2), all in Block nine (9) in the City of Hannibal.

Tract 5: (Mark Twain Museum Mall)

That portion of Hill Street known as the “Mall Area” lying between the west line of Main Street and the East line of an alley between Main and Third Streets in Hannibal, Marion County, Missouri.

I. USE OF LEASED PREMISES

The leased premises may be used and occupied by the Lessee during the term hereof, subject to the conditions herein contained, to be used in perpetuation of the memory of Mark Twain. In its use of the leased premises the Lessee will not discriminate on the basis of race, sex, age, creed or national origin. **II. TERM**

The term of this Lease shall be for fifty (50) years, beginning on _____, 2025, and terminating, unless otherwise renewed as herein provided, on _____, 2075. This Lease shall automatically renew for successive terms of fifty (50) years each upon the same terms and conditions, unless terminated by either party by giving written notice to the other party at least one (1) year prior to the termination of the original or renewal term, as the case may be.

III. RENTAL

Lessee shall pay to Lessor as rental for the leased premises the sum of One Dollar (\$1.00) per year, which shall be payable in advance on the _____, 2024, and on the ____ day of _____ of each and every year thereafter during the term of this lease. As additional consideration, Lessee agrees to provide all maintenance and repairs to all personal property, buildings, structures and improvements and, in addition, to provide for all fire and casualty insurance and to pay all taxes assessed on the leased premises. It is the intent of the parties that Lessor shall have no expenses whatsoever in relation to the Leased property and that all such expenses shall be the responsibility of Lessee during the term of this Lease. Lessee shall retain for its use all income derived from its operation of the Leased premises in such a manner as is consistent with the purpose for which the Mark Twain Home Foundation is established.

IV. SUBLETTING AND ASSIGNING

Lessee shall not be permitted to sublet or assign all or any kind of leased premises without the prior written consent of Lessor.

V. FIRE AND EXTENDED COVERAGE INSURANCE

Lessee, as part of the rental as set out in Article III above, at its sole cost and expense, shall keep the aforesaid buildings, improvements, personal property and other structures insured against loss or damage by fire and all standard extended coverage perils in such companies as Lessee may select in such amounts as Lessor and Lessee shall mutually agree. With the approval of Lessor the policies for such insurance shall be made and taken in the name of Lessor and Lessee, as their

respective interests may appear. At the request of Lessor, the original policies shall be delivered to and remain in the possession of Lessor.

Lessee, at its sole cost and expense, shall keep in full force liability insurance policies with such companies as Lessee may select protecting Lessor and Lessee against liability for bodily injury and death and property damage in amount not less than One Million Dollars and 00/100 (\$1,000,000.00) in the aggregate on each accident or disaster arising from the ownership or use of the leased premises.

VI. ADDITIONAL PAYMENTS

Lessee shall pay for all gas, electricity, water, heat, sewer and other utilities used in and upon the demised premises, as well as all real estate and personal property taxes, if any.

VII. REPAIRS

During the term of this lease and during any renewal thereof, Lessee, at its discretion and at its own cost and expense, unless covered by fire and extended coverage insurance on the buildings, shall perform all restoration activities and make all necessary repairs and improvements to the interior of the demised buildings and shall maintain and repair all interior and exterior lights, lighting fixtures, electrical wiring, plumbing, heating equipment and air conditioning equipment for the demised buildings.

Lessee shall also conduct all restoration activities and make all necessary repairs to the exterior of the buildings, structures and improvements at its own cost and expense. Any repairs, replacements and alterations necessitated by loss covered by fire and extended coverage insurance on the demised buildings, structures and improvements shall be made by Lessee with Lessor's approval and shall be paid for out of the proceeds of said insurance. Said repairs shall be made with all reasonable diligence but in no event shall Lessee be required to make any repairs, replacements and alterations that aggregate more than the amount of said insurance proceeds.

Lessee agrees to use reasonable diligence in the care and protection of the leased premises during the term of this lease, to keep the leased premises' water pipes, sewer drains, gas connections, electric motors, heating and air conditioning equipment, sprinkler systems, all

mechanical devices and other fixtures in good order and repair and to surrender the leased premises at the termination of this Lease or any extended term thereof in as good condition as received, ordinary wear and tear excepted.

VIII. ALTERATIONS

Lessee may conduct restoration activities and make alterations to the leased premises with the approval of Lessor, provided all restorations and alterations shall be made by Lessee in a good and workmanlike manner without impairing the structural soundness of all buildings, structures or improvements located thereon, and further provided that said alterations are consistent with the perpetuation of the memory of Mark Twain.

IX. DESTRUCTION OF IMPROVEMENTS

(a) Total destruction. Should the said buildings, fixtures, structures or improvements on the leased premises be destroyed by fire, the elements or otherwise so as to render said buildings, structures and improvements untenable, Lessee shall have the option to cancel the remaining portion of this Lease or any extended period or term thereof. If Lessee agrees that said buildings, fixtures, structures and improvements so destroyed by fire, the elements or otherwise can be restored, then this Lease shall remain in full force and effect. It is the intention of Lessor and Lessee that in such event the insurance proceeds would be used to restore the leased premises, but in no event shall either Lessor or Lessee be required to expend on said restoration sums in excess of the amount of insurance proceeds payable as a result of said total destruction.

(b) Partial Destruction. Should the said buildings, structures and other improvements be partially destroyed by fire, then Lessee, at its expense (to the extent of insurance proceeds received by reason of such damage), shall restore and repair such damage as speedily as possible.

X. FORFEITURE

Failure on the part of Lessee to pay any installment of rent and additional payments as herein set out as and when the same becomes due and payable, failure of Lessee to promptly and faithfully perform each and every covenant, agreement and stipulation herein on the part of Lessee to be kept and performed or the abandonment of the Leased premises by Lessee shall, at the option of Lessor, cause the forfeiture of this Lease. Prior to the declaration of forfeiture, Lessor shall give

to Lessee a notice in writing thirty (30) days prior thereto, during which time Lessee may purge itself of the grounds of forfeiture by satisfying the stated grounds of forfeiture. Waiver of any breach by Lessor shall not constitute waiver of future breach.

Should Lessor violate any of the terms, covenants or agreements of this Lease, hereby creating Lessee's option to cancel said Lease, then prior to the declaration of cancellation Lessee shall give to Lessor a notice in writing thirty (30) days prior thereto, during which time Lessor may purge itself of the grounds of cancellation by satisfying the stated grounds of cancellation.

XI. CONDEMNATION

Should the Leased premises or any part thereof be condemned for public use, the sums, if any, received in payment for the premises or part thereof taken shall be paid as follows:

(a) Said portion of the final award or judgment for the taking of the land and permanent improvements thereon shall be paid to Lessor;

(b) That portion of the final award or judgment for damages to the leasehold interest shall be paid to Lessee;

(c) Should the final award of judgment include the aggregate value of all the particular interests in the estates and leased premises or part thereof taken without specifying which portion thereof shall be payable to Lessee, and if Lessor and Lessee are unable to agree as to the proportionate parts thereof that they are legally entitled to receive, such issues shall be submitted for determination to the Circuit Judge of the Marion County Circuit Court, District 2, at Hannibal, Missouri;

Should the entire leased premises be condemned for public use, the rent herein provided shall cease as of the date the physical possession of the leased premises or any part thereof is taken.

Should a portion of the leased premises be condemned for public use, which condemnation shall take any part of the leased premises and said taking shall substantially alter Lessee's use of the leased premises for ingress and egress to and from the leased premises, then Lessee shall have the right and option to cancel this Lease upon giving Lessor thirty (30) days written notice of its intention to do so.

XIV. OWNERSHIP OF PERSONAL PROPERTY

AT TERMINATION OF LEASE

All personal property (excluding cash on hand and cash on deposit) which is herein leased to Lessee shall be returned to Mark Twain Home Board at the termination of this Lease except as otherwise provided herein. All items of real or personal property, acquired by the Mark Twain Home Board subsequent to the effective date of this lease (hereinafter referred to as subsequent leased property) shall immediately become a part of the "leased premises" and be leased by Lessor to Lessee under the same rental terms. At the termination of this lease all such subsequent leased property shall be returned to Mark Twain Home Board. All monies, pledges, donations and items of real or personal property including all tangible and intangible property acquired by Lessee during the term of this lease shall remain the property of Lessee at termination of this lease.

During the term of this lease Lessee will not dispose of or loan any item of personal property (excluding cash on hand and cash on deposit) without the prior written consent of the Mark Twain Home Board.

XV. ADDITIONAL COVENANTS AND CONDITIONS

Lessor and Lessee agree and understand that a portion of the leased premises was acquired by the City of Hannibal from various individuals upon certain terms and conditions relating to the use of said real estate, including, but not limited to, the following specific conditions:

As to Tract 1, that said property be perpetually kept, used and maintained for all time, as a part of the present Mark Twain Home and Museum of Hannibal, Missouri, and for any and all purposes consistent therewith, as shall be determined by the same authority, or its successor as now controls said Home and Museum; otherwise said property hereby conveyed shall revert to the grantor or his heirs.

As to Tract 2, that said property be perpetually kept, used and maintained for all time as memorial to Samuel L. Clemens- MARK TWAIN- and forever used as a Mark Twain Museum and if not so used to revert.

As to Tracts 3, that said property be perpetually kept, used and maintained for all time as a memorial to Samuel L. Clemens- MARK TWAIN- and if not so used to revert;

As to Tract 4, the property is to be kept, used and maintained for all time in connection with the adjoining Mark Twain Boyhood Home to aid in perpetuating the name and fame of that

world beloved author and shall be a memorial to Dulany D. Mahan, deceased, and if not so used shall revert to Sara M. Mahan or her heirs.

Lessee covenants to make no use of assets which will violate these restrictions. Notwithstanding anything to the contrary, in this Lease, if any use or acts of Lessee or if this Lease itself are in any way violative of any restrictions, covenants or conditions of any deeds by which Lessor obtained title to said real estate, then this Lease shall automatically terminate with no further rights being in Lessee, and said Lease shall be deemed by the parties to be null and void.

IN WITNESS WHEREOF, the parties have hereunto duly executed the foregoing instrument this _____ day of _____, 2025.

LESSOR

ATTESTED: MARK TWAIN BOYHOOD HOME BOARD

By _____ By _____

City Clerk President

ATTESTED: CITY OF HANNIBAL

By _____ By _____

City Clerk Mayor

By _____ By _____

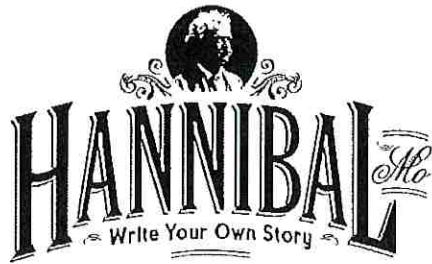
City Counselor

LESSEE

ATTESTED: MARK TWAIN HOME FOUNDATION

Secretary President

By _____ By _____



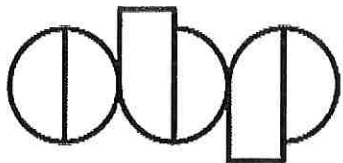
MEMORANDUM

TO: Mayor Louderman and Members of City Council
CC: Lisa Peck, City Manager
FROM: Trisha O'Cheltree- HCVB Director
DATE: February 18th 2025
REGARDS: Website Maintenance Estimate - Osborn, Barr & Paramore

WEBSITE MAINTENANCE

The Hannibal Convention & Visitors Bureau (HCVB) is requesting council approval for the Mayor to sign an agreement covering website maintenance with Osborn, Barr & Paramore (OBP), including bug repairs and minor updates for \$3,350.00 during calendar year 2025.

This estimate includes agency fees associated with maintaining our website from Jan 25-Dec-25, allows for bug fixes and plugin updates. This agreement includes up to 20 hours of maintenance and up to \$150 in hard costs for plugin fees associated with the site. If there is a bug/minor update requiring less than 2 hours, OBP will fix it immediately and notify us. Anything over 2 hours will require client approval.



Osborn & Barr Communications, Inc. • 2 City Place • Suite 200 • Creve Coeur, MO 63141

Estimate

Hannibal Convention & Visitors Bureau
925 Grand Ave
P.O. Box 188
Hannibal, MO 63401

Estimate : 44352 - 1
Date : 1/27/2025
Page : 1 of 1

Estimate: 044352 VisitHannibal 2025 Maintenance
Quote: 01

Job: 064316 VisitHannibal 2025 Maintenance
Client Reference:

This estimate includes agency fees associated with maintaining vistihannibal.com from January 2025 until December 31, 2025. Allows for bug fixes to current functionality and plugin updates. This estimate includes up to 20 hours of website maintenance and up to \$150 in hard costs for plugin fees associated with the site. If there is a bug/minor update less than 2 hours, OBP will fix immediately and notify the client. Anything over 2 hours, we will require client approval. Maintenance will be re-estimated in January 2026.

Total For Estimate: \$3,350.00

This estimate is subject to a +/- 10% variance.

The costs are based upon our understanding at this time. These costs do not include any allowances for revisions or changes after this date. This estimate is subject to review if not approved within (30) days or if production is not complete within (60) days. Photo and broadcast estimates do not allow for "Rain Out" or "Cancellation Fees".

Payment:

Upon termination of the agreement Osborn & Barr Communications, Inc shall be entitled to receive the compensation and expenses in its entirety as provided herein for its services as outlined herein for advertising/public relations purchased, and for any uncancellable materials and/or contracts finished or in preparation. Photo illustrations are based upon a "usage fee" unless otherwise noted. Freight, delivery and postage expenses are estimates only. Actual costs will be billed accordingly.

All information about Osborn & Barr Communications, Inc and its clients, shall be deemed confidential information. You agree to keep all information confidential and not to use or disclose any confidential information to any person or entity without Osborn & Barr Communications, Inc's prior written approval. You acknowledge that any breach by you of the foregoing could cause irreparable injury to Osborn & Barr Communications, Inc. and may not be measurable or fully or adequately compensable in money damages.

Agency Authorization: Jameson Ellis

Client Approval Approved By: _____

Date: 1/27/2025

Date: _____



Outlook

Council Agenda

From Jacob W. Nacke <JNacke@hannibalpd.com>

Date Fri 2/14/2025 12:58 PM

To Melissa Cogdal <MCogdal@hannibal-mo.gov>

Melissa,

Please put me on the council agenda regarding the Missouri Department of Conservation's request to use firearms at the Jay Thad Ray Conservation area. MDC needs to harvest some deer to test them for CWD and I will be asking for an exemption from ord. 16-176.

Thank You,

Chief Jacob Nacke
Hannibal Police Department
777 Broadway
Hannibal, MO 63401
573-221-0987