

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**February 21, 2023**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. A Request For A Street Light In The 600 Block Of Fort St.
2. An Ordinance Approving A Cooperation Agreement For Special Events Funding; And Providing Further Authority.
3. An Ordinance Approving A First Addendum Intergovernmental Cooperation Agreement For The Operation Of A Farmers' Market At The Fennel Complex; And Providing Further Authority.

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #1.

Department: Community  
Development

Date: February 21, 2023

**Agenda Item:** A Request For A Street Light In The 600 Block Of Fort St.

**Summary:** We received a written request from the residents at 605 Fort Street for the addition of a streetlight in the 600 Block of Fort. In reviewing the block, there are no streetlights within the block. The nearest lights are on the Northeast corner of Fort & Carpenter, and the Southeast Corner of Fort & Gilman. Neither of these lights are able to provide significant light down the 600 block.

Staff recommends adding a streetlight as close to the middle of the block as possible, assuming secondary power exist on the poles to allow a streetlight. The blue dots on the diagram below indicate the locations of the existing lights and the red dot indicates a suggested location on an existing pole, if secondary power exists there.

**Recommended Action:** Bring this forward to the March 6, 2023 regular City Council for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

Aye    Nay

#### Mayor

M\_\_\_ S\_\_\_ Jeffrey

\_\_\_    \_\_\_

#### Council Member

M\_\_\_ S\_\_\_ Brubaker

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ Kimmons

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ Kyser

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ Lucas

\_\_\_    \_\_\_

Passed    Failed

right it might be a  
 a time to request  
 other light if possible  
 Thanks -

Eddie & Nancy  
 Thomas

1 Feb 2023

Dear Tom,

Our neighbor Jara Carter  
 (609 Fort St) told me she had  
 called City Hall to find out  
 how to go about getting a  
 street light up on our street.

She was told to write a  
 letter to you. She didn't want  
 to do this so I told her I  
 would -

We live on 605 Fort St - there  
 are lights at each end of our  
 block - but it is never  
 dark on our street - the  
 light at the corner of W Carpenter  
 & Fort lights the corner but -  
 doesn't give much if any  
 light on our street -

I know Ameran is working  
 going to be working ~~on~~ it



# Moberly, MO



## Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

## Notes

WS #1.



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.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

204.0 Feet

102.02

0



# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #2.

Department: Administration

Date: February 21, 2023

**Agenda Item:** An Ordinance Approving a Cooperation Agreement for Special Events Funding; and Providing Further Authority.

**Summary:** As part of a downtown revitalization strategy, the City of Moberly (the “City”) with the support of the Downtown Moberly Community Improvement District (the “District”) has acquired the fee interest in the “Fennel Complex,” a series of long vacant commercial structures situated at Clark and Coates Streets and consisting of the Fennel Building, an 8,500 square foot, two story structure; the former Pro Auto Building, a 5,000 square foot, single story structure; and portions of a building formerly serving as the J. T. Cross Lumberyard. The City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open-air northern half of the Fennel Complex (the “Events Space”) as a public events venue.

Moberly Community Betterment, a non-for-profit public benefit corporation, (“MCB”) wishes to sponsor, promote and organize certain public events to be held at the Events Space throughout the summer months including a Car Cruise Event, all as provided in a certain Cooperative Events Funding Agreement, in substantially the form of Exhibit A, attached to and incorporated by reference in the Ordinance (the “Agreement”). Specifications for and a schedule of the events are included in the Agreement.

MCB has requested that the City waive customary rentals for the Event Space and that the District provide certain other assistance as set forth in the Agreement. Other than the waiver of rentals, the City will have no financial obligation under the Agreement. MCB and the City will each independently obtain customary insurance coverages for the Event Space.

**Recommended Action:** Approve this ordinance

**Fund Name:** N/a

**Account Number:** N/A

**Available Budget :** N/A

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

### Aye

### Nay

#### Mayor

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

Passed Failed

## COOPERATION AGREEMENT

THIS COOPERATIVE EVENTS FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, (the “**Effective Date**”) by and among MOBERLY COMMUNITY BETTERMENT, a Missouri not for profit corporation having a principal office at 211 West Reed Street, Moberly Missouri 65270 (“**MCB**”); the CITY OF MOBERLY, MISSOURI, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision established pursuant to sections [67.1401 through 67.1571](#) of the Revised Statutes of Missouri, as amended and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**” and, collectively with each of the foregoing, the “**Parties**”).

### RECITALS

**A.** Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities and other political subdivisions to contract and cooperate with other municipalities and political subdivisions and with any private person, firm, association or corporation for the planning, development, or operation of any public service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision.

**B.** The City with the support of the District has acquired a fee interest in certain real property located within the corporate limits of the District at Clark and Coates Streets consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J. T. Cross Lumberyard, all as legally described on [Exhibit A](#), attached to and incorporated by reference in this Agreement (collectively, the “**Fennel Complex**”)

**C.** As part of a comprehensive downtown revitalization strategy, the City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex as depicted and described on [Exhibit B](#), attached to and incorporated by reference in this Agreement (the “**Events Space**”) as a public events venue.

**D.** The Parties wish to sponsor certain public events to be held at the Events Space and promoted and organized by MCB in accordance with the schedules set forth in this Agreement and the City and the District each wish to contribute to the sponsorship of and otherwise assist MCB in the implementation of the public events, including, without limitation, the waiver of customary rentals for the Event Space, all as further provided in and subject to the terms and conditions of this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the above premises and mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

1. **Undertakings by MCB.** MCB shall provide all labor (whether by contract, employment, volunteer, or otherwise), materials, and expertise necessary to sponsor, organize, promote, and administer discrete public events consisting of a car cruise event with live music and cash bar (the “**Events**”) each to be held at the Events Space and on the dates and schedules set forth in paragraph 2 of this Agreement (collectively, the “**Event Dates**”). MCB shall at minimum:

(i) Secure the services of a licensed beverage provider, which may be a fraternal organization such as the Fraternal Order of Eagles or similar, to provide, supply, and operate the cash bar, on each Event Date and upon such terms as shall be commercially reasonable as determined by MCB;

(ii) For each Event Date secure live music by professional or semi-professional musician groups performing popular music such as jazz, rock, country, or pop;

(iii) For each Event Date secure upon such terms as shall be commercially reasonable as determined by MCB at least Three (3) motorized vehicles or trailers, properly licensed and equipped to cook, prepare, serve, and sell food at or near the Event Space; and

(iv) Provide promotion and pre-Event print and media advertising for each Event Date including, without limitation, attraction and securing of cruisers for the Car Cruise Event.

In securing the various goods and services specified in this paragraph 1, MCB may make such contractual arrangements as may be reasonably required and may retain all associated fees and charges, if any. All such contractual arrangements shall be in the name of MCB only. After conclusion of each Event on each Event Date, MCB shall be additionally responsible for waste disposal, clean-up and restoration of the Event Space to a “broom clean” finish.

2. **Event Dates and Schedule; Cancellation for Force Majeure.**

(a) Event Dates for 2023 and hours of operation shall be as follows:

Car Cruise Events:	Friday, May 12;
	Friday, June 9;
	Friday, July 14; and
	Friday, August 11.

Hours of operation for each Event Date shall be as mutually determined by MCB and the City.

(b) Any Event on any Event Date may be cancelled by MCB for *force majeure*, including, without limitation, damage or destruction by fire or other casualty; strike; lockout; civil disorder; war; shortage or delay in shipment of material or fuel; acts of God including, without limitation, extreme weather events; or other causes beyond the parties’ reasonable control. An event constituting *force majeure* may be considered a basis for cancellation if occurring or reasonably expected to occur within 24 hours prior to any Event Date and in any such case no Party shall be considered in breach or default of its obligations under this Agreement. In the event of any such cancellation, MCB shall notify the City and the District promptly upon a determination to cancel. In any such event, the City and the

District reserve the right to reoccupy and reuse the Event Space including, without limitation, rental to a third-party user.

**3. Public Support; Sources and Uses of Funds.** The City shall waive all customary rental fees and costs for the Event Space for each Event Date. The District shall provide the following amounts to MCB in support of the Events which shall be used by MCB for the activities set forth opposite the respective amount:

\$250 per Event Date (total \$1,000) for advertising and promotion expenses; and  
\$4,800 single allowance for securing live music (for a grand total of \$5,800).

The foregoing amounts shall be sourced only from legally available monies. The Parties hereby acknowledge that the foregoing amounts may not represent the entire amount of costs and expenses for the associated activities or necessary to realize the Events and further acknowledge and agree that nothing in this Agreement shall require the City or the District to make available or to contribute additional funds or value over and above that specified in this paragraph 3.

**4. Insurance; Mutual Waiver and Release.** The City and MCB shall each obtain and maintain at all times during the term of this Agreement “all risk” fire and extended coverage insurance, commercial general liability insurance for the Events Space, which is commercially reasonable and in amounts and terms customary for similar activities elsewhere in Randolph County; *provided that* MCB and the City may each supply such insurance coverage under and through existing “blanket” policies. Each such insurance coverage shall name the District as an additional insured. In addition, the Parties each hereby waives and releases the other Parties and their respective officers, agents, employees, and attorneys acting under this Agreement from and against any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity asserted or capable of being asserted by such Party or any officer, agent, or employee of such Party arising in any way from the Events or any of them as contemplated under this Agreement, or of the condition of the Events Space; *provided that* the foregoing waiver and release shall not apply in any case of gross negligence or willful misconduct by any officer, agent, or employee of such Party.

**5. Mutual Cooperation.** Each Party to this Agreement hereby agrees and covenants: **(i)** to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; **(ii)** to promptly make and deliver such timely decisions as may be required to permit the other Parties to perform their obligations under this Agreement; **(iii)** to take such actions and execute and deliver such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing Party as they exist under this Agreement; and **(iv)** to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

**6. Further Representations.** Each of the Parties to this Agreement hereby represents and warrants to the other Parties as follows: **(i)** that such Party has full power and authority to execute and deliver and perform the terms and obligations of this Agreement applicable to such Party; and **(ii)** that such Party and the signatory below has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of such



Party, enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors' rights generally and to general principles of equity.

7. **Notices.** All notices between or among the Parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to MCB: Moberly Community Betterment  
101 West Reed Street  
Moberly, Missouri 65270  
Attention: President and Board of Directors

If to the City City of Moberly  
101 West Reed Street – City Hall  
Moberly, Missouri 65270  
Attention: City Manager

If to the District: Downtown Moberly Community Improvement District  
101 West Reed Street  
Moberly, Missouri 65270  
Attention: Chair and Board of Directors

with a copy to: Cunningham, Vogel & Rost, P.C.  
333 South Kirkwood Road, Suite 300  
St. Louis, Missouri 63122  
Attention: Lyndee J. Rodamaker, Esq.

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

8. **Term of Agreement; Limited Assignment.** This Agreement shall terminate upon the date which is One (1) Year from the Effective Date or earlier upon Thirty (30) days prior written notice from the terminating Party to the other Parties. This Agreement shall not be assignable by any Party without prior written consent of the other Parties. Upon the execution of this Agreement, this Agreement will replace the cooperation agreement authorized and approve via Resolution 2022-09 of the District, executed in April 2022, set to terminate in April 2022.

9. **No Personal Liability.** No present or future official, agent, employee, or representative of any Party shall be personally liable to any other for any default, breach of duty or other claim arising from this Agreement or actions hereunder.

10. **No Waiver of Sovereign or Official Immunity.** Nothing in this Agreement shall be deemed or give rise to a waiver of the sovereign or official immunity of the City or the District.

**11. Relationship of the Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement nor any act of any Party shall be deemed or construed to create a partnership or agency relationship among the Parties or between any Party and any other Party or their agents or representatives unless otherwise expressly provided in this Agreement and this Agreement is and shall be limited to the specific purposes set out herein. This Agreement is not intended to and shall not create any rights enforceable by any third-party beneficiary.

**12. Entire Agreement; Amendment.** The Parties agree that this Agreement constitutes the entire agreement among the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the Parties.

**13. Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**14. Choice of Law; Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The Parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

**IN WITNESS WHEREOF**, the Parties have each caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested to as of the date first above written.

#### MOBERLY COMMUNITY BETTERMENT

By: \_\_\_\_\_

Printed name:

Title:

ATTEST:

By: \_\_\_\_\_

Title:

**CITY OF MOBERLY, MISSOURI,**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Shannon Hance, City Clerk

**DOWNTOWN MOBERLY COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Chair

ATTEST:

By: \_\_\_\_\_  
Secretary

EXHIBIT A

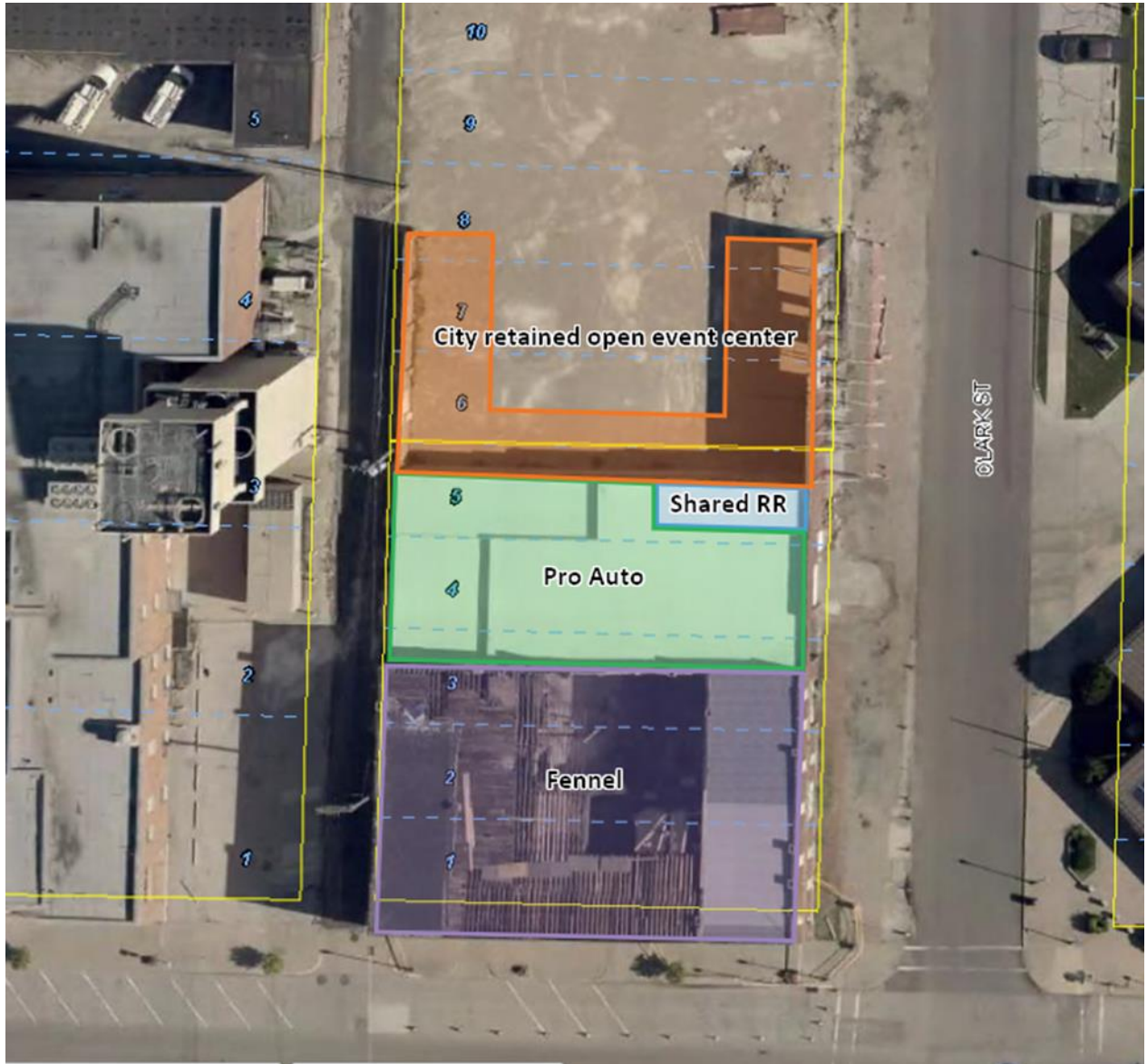
## FENNEL COMPLEX – LEGAL DESCRIPTION

All of Lots One (1), Two (2), Three (3), Four (4), and Five (5) in Block Five of the Original Town Of Moberly, Missouri in Randolph County or more commonly known as 209 W. Coates Street.

All of Lots 6,7,8,9,10,11,12,13,14,15, 16, and 17 of Block 5 of the Original Town of Moberly, Missouri, Randolph County, Missouri, more particularly described as follows: Beginning at the center of a party wall and the SE corner of Lot 6 of the Original Town Of Moberly (a ½” iron rod, found N 87° 35’ 32” E, 0.10 feet); thence along the center of said party wall, S 87°35’52” W, 112.70 feet to a ½” iron pipe, (set) and the SW corner of said Lot 6; thence leaving the center of said party wall and along the West line of Lots, 6,7,8,9,10,11,12,13,14,15,16, and 17, N 02° 24’08” W, 378.70 feet to the intersection with the Southerly line of Sturgeon Street; thence leaving said West line and along said Southerly line along a curve to the right having a radius of 1042.28 feet, 138.62 feet a (long chord bears, S 56°51’03” E, 135.52 feet) to a ½” iron pipe (set) at the intersection with the East line of said Lots; thence said Southerly line and along said East line, S 02° 24’08” E, 298.16 feet to the Point of Beginning. The above-described tract of land contains 0.88 acres, more or less or more commonly known as 311 N. Clark and 315 N. Clark Street.



EXHIBIT B  
EVENT SPACE



# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #3.

Department: Administration

Date: February 21, 2023

**Agenda Item:** An Ordinance Approving an Intergovernmental Cooperation Agreement for the Operation of a Farmers' Market at the Fennel Complex; and Providing Further Authority (the "Ordinance").

**Summary:** As part of a downtown revitalization strategy, the City of Moberly (the "City") with the support of the Downtown Moberly Community Improvement District (the "District") has acquired the fee interest in the "Fennel Complex," a series of long vacant commercial structures situated at Clark and Coates Streets and consisting of the Fennel Building, an 8,500 square foot, two story structure; the former Pro Auto Building, a 5,000 square foot, single story structure; and portions of a building formerly serving as the J. T. Cross Lumberyard.

The City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open-air northern half of the Fennel Complex (the "Events Space") as a public events venue. Among other things, the City contemplates the Events Space as the venue for a seasonal farmers' market.

The Randolph County Health Department (the "Department") has expressed willingness to undertake and operate such a seasonal farmers' market, all subject to and in accordance with the terms and conditions of a certain Intergovernmental Cooperation Agreement in substantially the form attached to and incorporated by reference in the Ordinance (the "Agreement"). Under the Agreement, the City will waive customary rentals for the Event Space and that the District provide one time assistance for promotional expenses. Other than the waiver of rentals, the City will have no financial obligation under the Agreement.

The Department and the City will each independently obtain customary insurance coverages for the Event Space. The City will provide customary public safety and fire protections services for the farmers' market and the Events Space in accordance with the City's normal practices for such services. The Agreement also requires that promptly at the conclusion of each market event, the Department shall police and clean the entire Events Space including collection and disposal of trash and effuse and shall in each case leaving the Events Space in a clean and sanitary condition.

The District will independently approve the Agreement.

**Recommended Action:** Direct staff to bring to the March 6<sup>th</sup> Council meeting for final approval.

**Fund Name:** N/a

**Account Number:** N/A

**Available Budget :** N/A

### ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
___ Correspondence	___ Proposed Resolution
___ Bid Tabulation	___ Attorney's Report
___ P/C Recommendation	___ Petition
___ P/C Minutes	___ Contract
___ Application	___ Budget Amendment
___ Citizen	___ Legal Notice
___ Consultant Report	___ Other _____

### Roll Call

### Aye

### Nay

### Mayor

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

Passed Failed

## **FIRST ADDENDUM TO INTERGOVERNMENTAL COOPERATION AGREEMENT**

**THIS FIRST ADDENDUM TO INTERGOVERNMENTAL COOPERATION AGREEMENT** (this “*First Addendum*”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “*Effective Date*”), by and among the **DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “*District*”); the **CITY OF MOBERLY**, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “*City*”); and the **RANDOLPH COUNTY HEALTH DEPARTMENT**, a Missouri local public health agency having a principal office at 1319 Highway 24 East, Suite A, Moberly, Missouri 65270 (the “*Department*” and together with the District and the City, the “*Parties*”).

### **RECITALS**

**A.** The Parties entered into an Intergovernmental Cooperation Agreement dated \_\_\_\_\_, 2022 (the “Cooperation Agreement”) pursuant to Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, to authorize, establish, and govern the terms and operation of a seasonal farmer’s market at a certain commercial structures situated on real property located at Clark and Coats Streets in the City’s downtown area consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J.T. Cross Lumberyard (collectively, the “*Fennel Complex*”).

**B.** The Parties desire to amend the Cooperation Agreement on the terms and conditions set forth in this First Addendum.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the above premises and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Market Schedule Established.** Pursuant to Section 1 of the Cooperation Agreement, the District hereby accepts and approves the Market Schedule for the 2023 season, attached hereto and incorporated herein as Exhibit 1.

**2. No Other Change.** Except as otherwise expressly provided in this First Addendum, all of the terms and conditions of the Cooperation Agreement remain unchanged and in full force and effect. To the extent the terms of this First Addendum and the terms of the Cooperation Agreement conflict, the Cooperation Agreement shall govern.

**3. Miscellaneous Terms.** Capitalized terms not otherwise defined in this First Addendum will have the meanings ascribed to them in the Cooperation Agreement. Headings are

inserted for the convenience of the parties only and are not to be considered when interpreting this First Addendum.

**4. Notices.** Section 5 of the Cooperation Agreement is hereby amended to reflect the following changes to the notice address to the City and the District:

If to the City:           City of Moberly  
101 West Reed Street – City Hall  
Moberly, Missouri 65270  
Attention: City Manager

With a copy to:       Cunningham, Vogel & Rost, P.C.  
333 South Kirkwood Road, Suite 300  
St. Louis, Missouri 63122  
Attention: Lyndee J. Rodamaker, Esq.

If to the District:     Downtown Moberly Community Improvement District  
101 West Reed Street  
Moberly, Missouri 65270  
Attention: Chair

With a copy to:       Cunningham, Vogel & Rost, P.C.  
333 South Kirkwood Road, Suite 300  
St. Louis, Missouri 63122  
Attention: Lyndee J. Rodamaker, Esq.

**16. Execution; Counterparts.** Each person executing this First Addendum in a representative capacity warrants and represents that he or she has authority to do so, and upon request by another Party, proof of such authority will be furnished to the requesting Party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the Parties hereto, notwithstanding that the Parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

**IN WITNESS WHEREOF**, the DISTRICT, the CITY, and the DEPARTMENT have each caused this First Addendum to be executed in their respective names and attested to as of the Effective Date.

**DOWNTOWN MOBERLY COMMUNITY  
IMPROVEMENT DISTRICT**

By : \_\_\_\_\_  
Brian Crane, Chair



**ATTEST:**

By: \_\_\_\_\_  
Secretary

**THE CITY OF MOBERLY**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk

**RANDOLPH COUNTY HEALTH DEPARTMENT**

By : \_\_\_\_\_  
Sharon Whisenand, Administrator

**ATTEST:**

By: \_\_\_\_\_

## EXHIBIT 1 Proposal

# Farmers Market

**January 5, 2023**

## Goals

1. Create and increase consumers' opportunities to buy local goods
2. Create and increase farmers and producers ability to sell their products directly to consumers.
3. Provide a platform to educate the community on the nutritional, environmental, and economic value of buying local, sustainably-produced farm products.
4. Establish a vibrant market

## Proposals

1. Market is open every other week from June 8th, 2023 to September 28th, 2023. Depending on attendance of vendors and customer we leave the option open to continue the Market until the end of October.
2. Market dates for the 2023 season are: June 8 and 22nd; July 6 and 20; August 3, 17, 31; and September 14 and 28.
3. Vendors can set up as early as 3 p.m. on Market days. The Market will close at 7 p.m. If there is a steady customer flow, vendors will be encouraged to stay until 8 p.m.
4. Priority product mix - produce (e.g. fresh fruit and vegetables), cut and dried flowers, plants, honey, meats, dairy eggs, and value-added products produced by the vendor.
5. The Market will also work to have food vendors at each Market.
6. Entertainment will be provided either through DJ'd music or by live performances.

## Marketing

1. Website
  - a. Update website with applications and dates
2. Signage
  - a. Feather flags
  - b. Yard Signs (put out Sunday before Market, picked up on Thursday night).
  - c. Market closed sign for Thursday when Market is closed.
3. Posters throughout the community
4. Social media campaign
  5. Email reminders about Market.