

**SECOND ADDENDUM TO INTERGOVERNMENTAL COOPERATION AGREEMENT**

**THIS SECOND ADDENDUM TO INTERGOVERNMENTAL COOPERATION AGREEMENT** (this “*Second Addendum*”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (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 May 2, 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*”), as was amended for the 2023 season in a First Addendum thereto dated March 6, 2023.

**B.** The Parties desire to further amend the Cooperation Agreement on the terms and conditions set forth in this Second 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 2024 season, attached hereto and incorporated herein as Exhibit 1.

**2. Marketing Budget Contribution.** The District shall provide a one-time contribution of funds in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to the Department to be used solely for the recruitment of vendors and the promotion and advertising of the location and the Market operation for the 2024 season. The District’s Board shall consider whether to make any additional contributions for promotion in future years on a case-by-case basis.

**3. No Other Change.** Except as otherwise expressly provided in this Second 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 Second Addendum and the terms of the Cooperation Agreement conflict, the Cooperation Agreement shall govern.

**4. Miscellaneous Terms.** Capitalized terms not otherwise defined in this Second 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 Second Addendum.

**5. 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:           City of Moberly  
  101 West Reed Street – City Hall  
  Moberly, Missouri 65270  
  Attention: City Attorney

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.  
  3660 South Geyer Road, Suite 340  
  St. Louis, Missouri 63127  
  Attention: Greg H. Dohrman, Esq.

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

**DOWNTOWN MOBERLY COMMUNITY  
IMPROVEMENT DISTRICT**

By : \_\_\_\_\_  
  Michael Bugalski, Chair

**ATTEST:**

By: \_\_\_\_\_  
  Secretary

**THE CITY OF MOBERLY**

By: \_\_\_\_\_  
Tim Brubaker, Mayor

**ATTEST:**

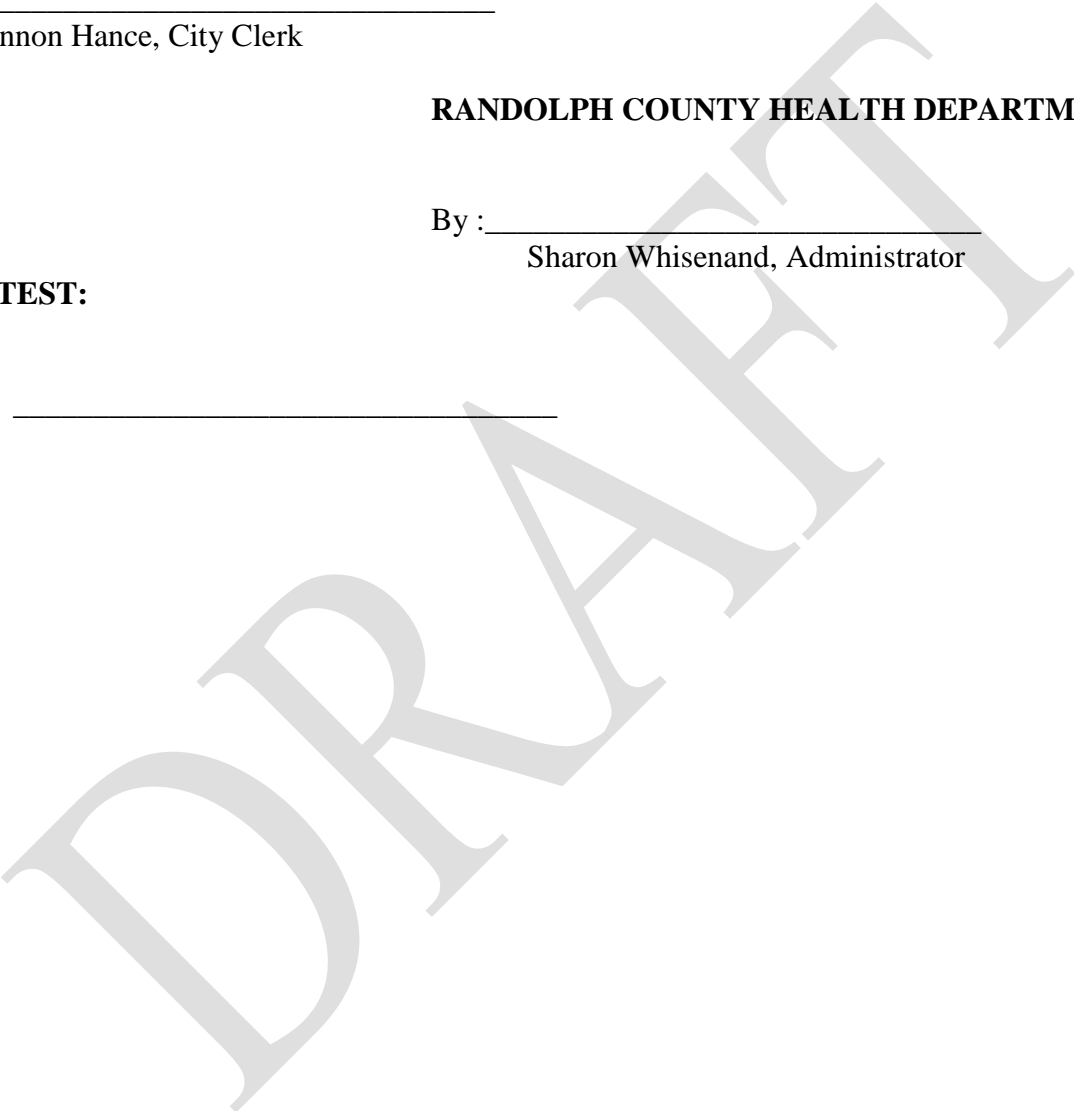
\_\_\_\_\_  
Shannon Hance, City Clerk

**RANDOLPH COUNTY HEALTH DEPARTMENT**

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

**ATTEST:**

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



# EXHIBIT 1

## Proposal

### Farmer's Market

January 19, 2024

The Randolph County Health Department would like to utilize the Fennel Building for the purpose of a farmers' market.

#### 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.

#### Proposal

1. The market will be open every other week from May 30 to October 3, 2024.
2. Market dates are
  - May 30
  - June 13 & 27
  - July 11 & 25
  - August 8 & 22
  - September 5 & 19
  - October 3, 2024.
3. On market days, vendors can set up as early as 3 p.m. The Market will close at 7 p.m.
4. Priority product mix - produce (e.g., fresh fruit and vegetables), cut and dried flowers, plants, honey, meats, dairy products, eggs, and value-added products produced by the vendor.
5. Attempts will be made to have food vendors at each Market.
6. Entertainment will be provided by either live performances or playing music through speakers.

#### Marketing

Including are 2 Marketing Proposals. We would like to request marketing funding of \$2,500.