

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SECOND ADDENDUM TO INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE OPERATION OF A FARMERS' MARKET AT THE FENNEL COMPLEX; AND PROVIDING FURTHER AUTHORITY.

WHEREAS, 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 a fee interest in certain vacant commercial structures situated on real property located at Clark and Coates Streets in the City’s downtown area and 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**”); and

WHEREAS, the City and the District have expended substantial sums to rehabilitate the Fennel Complex for public use and further intend to improve and retain a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex formerly a portion of the J. T. Cross Lumberyard (the “**Events Space**”) as a public events venue including, without limitation, a seasonal farmers’ market; and

WHEREAS, the Randolph County Health Department (the “**Department**”) has expressed a willingness to undertake the recruitment for and operational responsibilities of such a seasonal farmers’ market at the Fennel Complex and the City and the District are each willing to have the Department undertake such responsibilities, all subject to and in accordance with the terms and conditions of a certain Intergovernmental Cooperation Agreement in substantially the form attached as Exhibit A to and incorporated by reference in this Resolution (the “**Cooperation Agreement**”);

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI, as follows, to wit:

SECTION 1: The Second Addendum Agreement is hereby approved in substantially the form of Exhibit A to this Ordinance and the Mayor of the City is hereby authorized and directed to execute and deliver the Cooperation Agreement on behalf of the City.

SECTION 2: The Mayor, City Manager, City Clerk, and applicable City staff are hereby further authorized and directed to take such further actions as may be necessary or convenient to carry out and satisfy the City's obligations under the Cooperation Agreement and to facilitate the operations of the farmers' market at the Fennel Complex as necessary to obtain the benefits of the Cooperation Agreement for the residents of the City.

SECTION 3: The portions of this Ordinance shall be severable. In the event that any paragraph, sentence, clause, phrase, term, or word contained in this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Council of the City would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 4: This Ordinance shall take effect and be in force from and after its passage and adoption by the Council of the City and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 4th day of March, 2024.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

EXHIBIT A
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, MRCC, 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.