

ADDENDUM 2

INFRASTRUCTURE IMPROVEMENTS

The Community Assistance Program Agreement made and entered into on September 21, 2020 with an addendum on June 6, 2022, by and between the City of Moberly and the Missouri Department of Conservation is hereby amended as follows:

Under Section 1.

1. CITY RESPONSIBILITIES. The City agrees to:

- J. Construct the facilities listed below at Rothwell Park. Construction plans, modifications and final project approval must be completed by a Missouri licensed professional engineer. Any facilities constructed pursuant to this Agreement shall be and remain the property of the City.

Rothwell Park Lake:

- Replace existing boat ramp with new boat ramp – 16' x 60', 6" thick reinforced concrete, with 4' shoulders
- Replace existing basketball court with new parking lot – 76' x 40', 6" thick reinforced concrete, with 3 trailer spots and 4 car spots
- Construct new parking pad meeting Americans with Disabilities Act (ADA) standards – 20' x 20', 6" thick reinforced concrete, with 1 van accessible ADA parking spot
- Construct a new sidewalk extending between the ADA parking pad and existing courtesy dock – approximately 150' x 5', 6" thick reinforced concrete, will meet ADA standards

Water Works Lake:

- Replace existing boat ramp with new boat ramp – 16' x 40', 6" thick reinforced concrete, with 4' shoulders
- K. Upon completion, provide the Department with copies of the invoices and associated payment vouchers for the materials and work described above in Section 1.J.
- L. Comply with all federal and state laws, and local ordinances including (but not limited to) the Americans with Disabilities Act, applicable to the construction and maintenance of the facilities described above.
- M. Ensure that no federal monies are used to fund the City's share of the total project costs.

- N. During the term of this Agreement, maintain in good order and repair all facilities constructed pursuant to this Agreement.

Under Section 2.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- F. Provide a cash grant reimbursement for the construction work described above in Section 1.J, covering 50% of the total cost up to a maximum Department commitment of \$54,989.00.

Under Section 3.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- F. Any electronic signatures affixed to this document are intended to authenticate this writing and to have the same force and effect as manual signatures, pursuant to the Missouri Uniform Electronic Transactions Act (§432.200 et seq., RSMo).
- G. All Department and City covenants are subject to appropriations and the availability of funds, and the Department and City recognize that it may be several years before facility development can be undertaken.
- H. In the event of breach or default of this Agreement by the City, or should this Agreement be terminated by the City for other than breach or default by the Department, the City shall reimburse the Department for that portion of the costs of improvements at the Area provided by the Department, minus the total amount actually expended by the City to maintain said Area as previously set out. In the event of breach or default of this Agreement by the Department prior to its expiration date, use without restriction of all improvements installed at the Area with Department funds shall revert to the City at no cost.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the _____ day of _____, 20_____.

**MISSOURI DEPARTMENT OF
CONSERVATION**

DEPUTY DIRECTOR - BUSINESS

CITY OF MOBERLY

MAYOR

Attest:

City Clerk