

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.