

**POLE ATTACHMENT AGREEMENT  
FOR THE PLACEMENT OF BANNERS  
IN THE STOCKYARDS DISTRICT**

THIS AGREEMENT between DIGGS MEAT PACKING, LLC, and the City of Columbia, Missouri, ("City") is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and DIGGS MEAT PACKING, LLC are each individually referred to herein as a "Party" and collectively as the "Parties".

Pursuant to Ordinance Number \_\_\_\_\_, the Parties agree as follows:

1. City agrees to allow DIGGS MEAT PACKING, LLC to attach banners to City's light standards located in public right-of-ways in the locations shown on the map which has been marked "Exhibit 1" and is attached to and made a part of this Agreement.
2. The attachments shall be made by using brackets and fasteners approved by the City's Utilities Department. Only non-staining brackets, fasteners, banners and attachments shall be used on or near lighting standards.
3. The banners shall be no longer than 30 inches by 84 inches and shall be made of vinyl fabric. The design of the banners shall be substantially as set forth in "Exhibit 2" which is attached to and made a part of this Agreement.
4. City shall not be responsible for any damage done to the banners or attachments as a result of street lighting maintenance operations or for damage resulting from any other cause. City may remove the banners at any time in City's sole discretion.
5. City may cancel this Agreement at any time by giving ten (10) days prior written notice.
6. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
7. The Contract Documents include this Agreement and the following attachments or exhibits, which are incorporated herein by reference.

<b>Exhibit</b>	<b>Description</b>
1	Map of Stockyards District Banner Locations
2	Approved Banner Design

8. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager

Date: \_\_\_\_\_

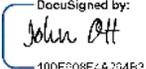
ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/rw

**DIGGS MEAT PACKING, LLC**

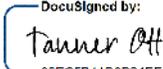
By:  \_\_\_\_\_  
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Name: John Ott

Title: Managing Member

Date: 7/25/2023

ATTEST:

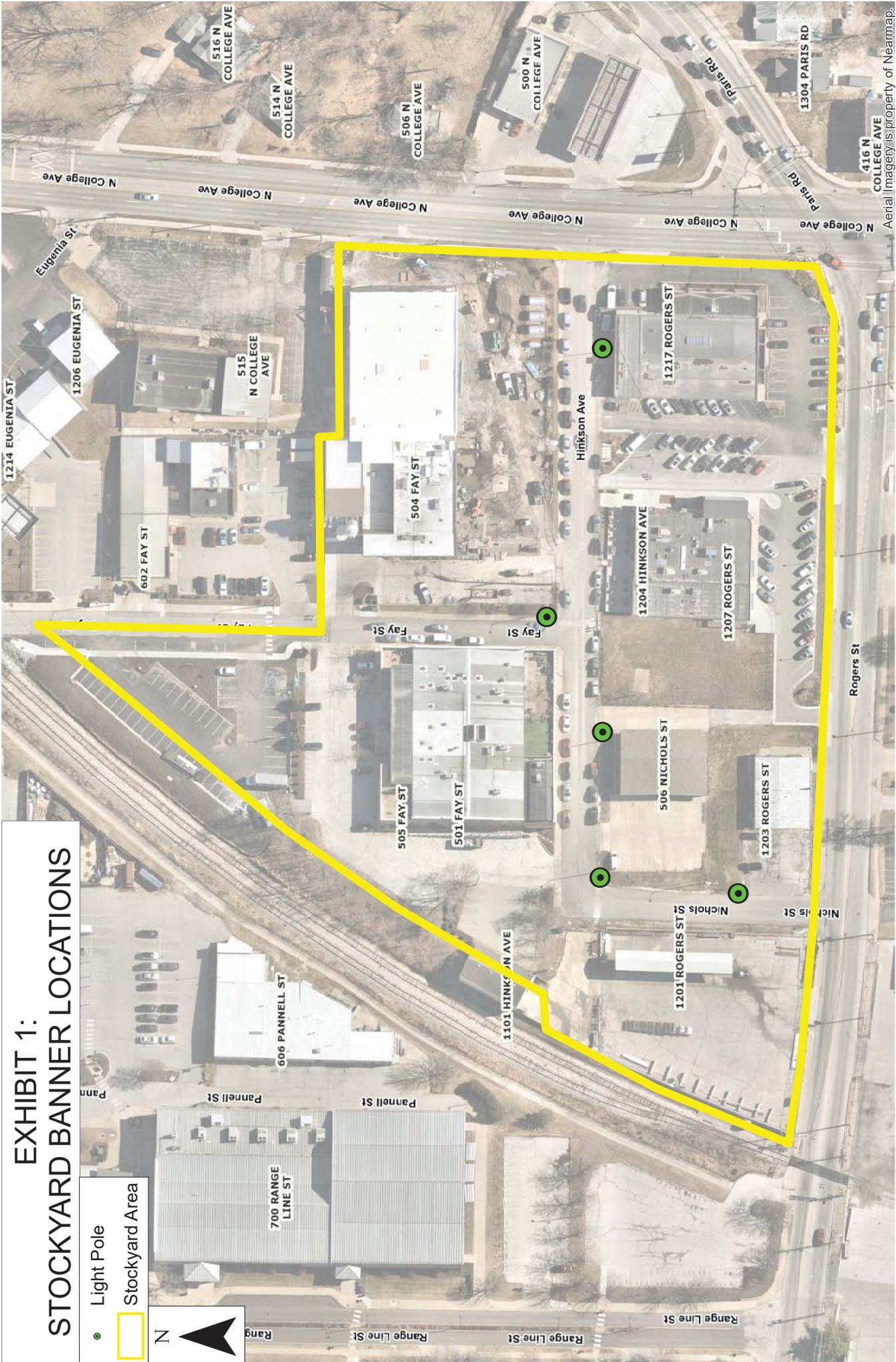
By:  \_\_\_\_\_  
08FC5B44703B24FF

Name: Tanner Ott

Title: Member

# EXHIBIT 1: STOCKYARD BANNER LOCATIONS

- Light Pole
- Stockyard Area





**STOCKYARDS**



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*Columbia  
Missouri*  
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