

## ADDENDUM 1

### INFRASTRUCTURE IMPROVEMENTS

The Agreement made and entered into on the 20<sup>th</sup> day of October 2020, by and between the City of Columbia and the Missouri Department of Conservation is hereby amended as follows:

**Under Section 1, the following provisions shall be added to the City's Responsibilities.**

**CITY RESPONSIBILITIES.** The City agrees to:

- L. Construct the facilities listed below at Norma Sutherland Smith Park Lake and Vineyards Park Lake. 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.

At Norma Sutherland Smith Park Lake:

- Install a 5' x 8' floating fishing dock with a 12' x 5' walkway that meets Americans with Disabilities Act (ADA) standards.

At Vineyards Park Lake:

- Construct a reinforced concrete 11-car parking lot with space for one vehicle marked for disabled users; 6" thick; meeting ADA standards including reinforced concrete connection to existing City street (Dumas Road).
  - Construct a reinforced concrete walkway (775' long, 8' wide, 6" thick) meeting ADA standards extending from the parking lot to the floating dock.
  - Purchase and install a 12' x 18' covered floating fishing dock, a 45' walkway, and a 45' to 50' stiff arm that meet ADA standards.
  - Purchase and install one LED light at the parking lot adjacent to the lake access walkway.
- M. Upon completion, provide the Department with copies of the invoices and associated payment vouchers for the materials and work described above in Section 1.L.
- N. 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.
- O. Ensure that no federal monies are used to fund the City's share of the total project costs.

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

**Under Section 2, the following provision shall be added to the Department's Responsibilities.**

**DEPARTMENT RESPONSIBILITIES.** The Department agrees to:

- F. Provide a cash grant reimbursement for the construction work described above in Section 1.L, covering 75% of the total cost up to a maximum Department commitment of \$160,000.00.

**Under Section 3, the following provisions shall be added as Joint Responsibilities and acknowledgements.**

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

- 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]

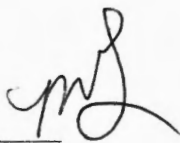
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year last written below.

**MISSOURI DEPARTMENT OF  
CONSERVATION**

By: \_\_\_\_\_  
Bruce M. Drecktrah, Fisheries Section Chief

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

**CITY OF COLUMBIA**

By: \_\_\_\_\_   
John Glascock, City Manager

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

Attest:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

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