

Amendment No. 1  
To  
Parking Facility Use Agreement

This Amendment No. 1 (Amendment) is hereby made a part of and incorporated into the Parking Facility Use Agreement (Agreement) by and between the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (MCC), and the City of Lee's Summit, Missouri on behalf of its Parks & Recreation (Lessee) made effective June 16, 2017. To the extent any term of this Amendment is inconsistent or conflicts with any term of the Agreement such Amendment term shall govern for the purposes of the scope of this Amendment. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. All other provisions of the Agreement not referenced herein shall remain in full force and effect.

The parties agree to amend the Agreement as follows:

1. Lessee's address shall be deleted and replaced with the following: 220 SE Green Street, Lee's Summit, Missouri 64063.
2. The Section 1 shall be deleted in its entirety and replaced with the following:

**Use and Condition of Premises.** MCC agrees to grant to Lessee the use of Recreation Center Parking Lot D and the Cultural Arts Center Parking Lot C, and use of the grassy area (lawn) in front of the Recreation Center Parking Lot D, at MCC-Longview, located at 500 SW Longview Road, Lee's Summit, MO, 64081-2105 (Premises), for the express purpose of Lessee's Tour De Lakes Bicycle Ride (Event), with the understanding and agreement that the parking facilities hold a maximum of 840 vehicles and the access and use granted hereunder shall not be absolute. Lessee shall not use the Premises for any other purpose nor shall it use any other part of the Premises other than as stated hereunder. Nine (9) Porta-Potties will be delivered to Lessee's representative at MCC-Longview Campus on Friday, June 23, 2017. All Lessee's Porta-Potties shall be removed by Lessee on Monday, June 26, 2017. MCC Custodial support for this event is not required. The Lessee shall make provisions for waste containers and refuse removal. No stakes are to be driven into any grassed areas due to underground power and utilities. MCC has cleared Lessee (or, a vendor hired by them) to grill, serve, and/or sell food within the mentioned parameters. Lessee will furnish MCC with a copy of Lessee's Special Event Permit prior to the Event. Lessee accepts the Premises in present condition and agrees to keep and maintain the same in as good condition as at present, free from debris, danger of fire or any nuisance, to commit no acts of destruction or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of this Agreement will deliver the same without notice to MCC in as good condition as when it received the same, ordinary wear and tear excepted. MCC shall not permit alcoholic drinks to be sold or provided on the Premises under any circumstances.

3. Section 3 shall be deleted in its entirety and replaced with the following:

**Schedule.** MCC shall grant Lessee use of the Premises on the dates and times as referenced on Exhibit A – Facility Use Schedule & Invoice, attached hereto and incorporated herein, and as detailed below:

Date	Area of Premises	Time
Friday, June 23, 2017	Lawn in front of Recreation Center Lot D for Registration Tent	3:00pm – 7:00pm
Friday, June 23, 2017	Parking Lot D & C, and lawn areas as required for placement of 9 Porta-Potties	3:00pm – 7:00pm
Saturday, June 24, 2017	Parking Lot D & C, and Lawn in front of Recreation Center Lot D for Tent, Grilling & serving food	5:30am – 2:00pm
Monday, June 26, 2017	Removal of 9 Porta-Potties	

Such use of Premises excludes holidays, inclement weather closings, closures due to emergencies, or for any reason that use of the Premises is impracticable.

**4. Section 3 shall be deleted in its entirety and replaced with the following:**

**Fees.** No fees shall be charged to Lessee for Use of the Premises. Lessee shall pay MCC a total of \$320.00 for the services of one (1) MCC police officer to patrol the parking facilities during the Event. Lessee agrees to pay such amount to MCC upon execution of this Agreement. Payment shall be sent to MCC in the care of Sharon Pyant, at the address in Section 1 herein.

This Amendment may be executed in counterparts, each of which shall be deemed an original, with such counterparts constituting one and the same agreement. For purposes of executing this Amendment, a document signed and transmitted by a facsimile machine or a scanned image, such as a pdf via e-mail is to be treated as an original document. At the request of a party, the other party will sign an original instrument and submit such to the requesting party.

The parties hereto have executed this Amendment as of the date last written below.

Junior College District of Metropolitan  
Kansas City, Missouri

City of Lee's Summit, Missouri

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dr. Kirk Nooks

Name: \_\_\_\_\_

Title: President, MCC-Longview Campus

Title: \_\_\_\_\_

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

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

## Exhibit A

### The Junior College District of Metropolitan Kansas City, Missouri

#### Facility Use Agreement Invoice

Permit Number		Clear All Fields	
Facility Requested (Bldg. & Rm. No.) MCC-Longview Rec Center Parking Lot D and Parking Lot C & Grounds		Date(s) Needed Saturday, June 23-24, 2017	
Organization Requesting Facilities (User) City of Lee's Summit Missouri-on behalf of Parks&Recreation		Hours Reserved 3:00pm to 7pm Sat	Hours of Event 5:30am to 2pm Sun
Address 220 SE Green Street, Lee's Summit, MO 64063		Name and Purpose of Event Tour De Lakes Bike Ride	
Phone 816.969.1541		Estimated Attendance 800-900	Date of Request 3/20/2017 0:00 am
Contact Person Tede Price - 816.810.4266 cell		Admission Fee: <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No	
FEES AND SUPPORT SERVICES			
FEES AND SERVICES	DESCRIPTION	COST	
Facility Use: <input checked="" type="radio"/> Yes <input type="radio"/> No	Grounds & Rec Center Parking \$140.42 at 8hrs = \$1139.36	\$ 1,139.36	
Admin: <input type="radio"/> Yes <input checked="" type="radio"/> No		\$	
Maintenance: <input type="radio"/> Yes <input checked="" type="radio"/> No	(If setup is required, please attach diagram) Standard classroom setup	\$ 0.00	
Custodial: <input type="radio"/> Yes <input checked="" type="radio"/> No		\$	
Security: <input type="radio"/> Yes <input checked="" type="radio"/> No	Campus Police - 6/24/17 8hrs at \$40/hr = \$320	\$ 320.00	
Media: <input type="radio"/> Yes <input checked="" type="radio"/> No		\$	
Food Service: <input type="radio"/> Yes <input checked="" type="radio"/> No		\$	
Equipment: <input type="radio"/> Yes <input checked="" type="radio"/> No		\$	
Utilities: <input type="radio"/> Yes <input checked="" type="radio"/> No (Outside of regularly scheduled hours)	None	\$ 0.00	
Amount of fees waived (enter as negative number)		\$ -1,139.36	
Deposit Received \$ _____ Date: _____		Total \$ <b>320.00</b>	

**Additional Comments:**

-- Please remit payment to: MCC-Longview (Attn: Sharon Pyant), 500 SW Longview Road, Lees Summit, MO 64081.