

**AMENDMENT
TO THE
2017 AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI,
AND
COLUMBIA CENTER FOR URBAN AGRICULTURE, INC.
FOR THE DEVELOPMENT AND OPERATION OF AN AGRICULTURE PARK
AT CLARY-SHY COMMUNITY PARK**

This Second Amendment to the 2017 Agreement between the **CITY OF COLUMBIA, MISSOURI** ("CITY"), and **COLUMBIA CENTER FOR URBAN AGRICULTURE, INC.**, a nonprofit corporation organized in the State of Missouri ("CCUA"), is made as of the date of the last signatory noted below.

RECITALS

WHEREAS, on December 12, 2017, CITY and CCUA entered into an Agreement ("2017 Agreement") for the development and operation of an agriculture park at Clary-Shy Community Park; and

WHEREAS, on August 4, 2020, the Parties entered into the First Amendment to the 2017 Agreement; and

WHEREAS, the Parties hereto desire to formally amend the 2017 Agreement, as previously amended, with this Second Amendment (hereinafter "Second Amendment") and desire to be bound by the terms contained in the 2017 Agreement as amended or supplemented by those terms contained in the First Amendment and this Second Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2017 Agreement, as previously amended, as follows:

1. Section 4(b) of the 2017 Agreement shall be removed and replaced with the following:
"4
b. construct, install and maintain at CCUA's sole expense the agricultural features of the Agriculture Park, including but not limited to the crops, gardens, orchards, agricultural plantings and supporting amenities such as a shed, fencing, chicken coop, arbor, greenhouses, etc.;"

2. Section 7 of the 2017 Agreement shall be removed and replaced with the following:
“7. Non Exclusive Use of the Park. CCUA does not have the right to exclusive possession of any portion of the City’s property. City shall at all times have free access to and use of the Leased Premises. The Parties agree that CCUA may lock the maintenance center, schoolhouse, the portion of the Community Welcome Center as designated in Attachment D, and other areas as agreed to in writing by CCUA and the Director.”
3. Section 9 of the 2017 Agreement shall be removed and replaced with the following:
“9. Special Events Organized by CCUA. Special events organized by CCUA are anticipated to occur at the Agriculture Park. CCUA shall comply with the City ordinances, rules, and regulations and shall obtain any and all required permits for its special events, except there shall be no additional facility rental fees for use of the Park for the first 30 events each year as these fees are included in the rent payments.”
4. Section 13 of the 2017 Agreement shall be removed and replaced with the following:
“13. Term. The “Term” of this Agreement shall commence on the Effective Date and shall continue until December 31, 2039 (hereinafter “Initial Term”). Thereafter, the Agreement shall automatically be renewed for up to twenty (20) successive terms of one (1) year (hereinafter “Renewal Term”), unless the Agreement is terminated pursuant to the provisions of this Agreement or unless either Party provides written notice of termination at least ninety (90) days prior to the end of the then current Renewal Term. Should the City opt not to renew the Agreement for an additional Renewal Term, Director shall obtain authorization of the non-renewal by a majority vote of the City Council.”
5. Section 36 shall be added to the 2017 Agreement:
“36. Recognition. Unless waived by the City’s Parks Director when referencing the Agriculture Park, CCUA agrees that it will include the name of the Clary-Shy Community Park in all advertising, flyers, poster, literature, film/video credits, news releases, printed programs, public broadcasts, promotion and publicity set out in a prominent location and type size.”
6. Section 1(g) of the 2017 Agreement, as amended by the First Amendment, shall be removed and replaced with the following:
“(g) From the first date of CCUA’s occupancy of the Community Welcome Center (hereinafter “Lease Commencement Date”), CCUA shall have six months to remove the double-wide trailer from park property. Failure to remove the trailer within six months of the Lease Commencement Date shall be considered a material breach of this Agreement.”

7. Section 35 of the 2017 Agreement, as amended by the First Amendment, shall be amended to include Attachment D, Location of Community Welcome Center.
8. All other terms of the 2017 Agreement, as previously amended, shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to the 2017 Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager
Date: _____



ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

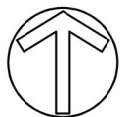
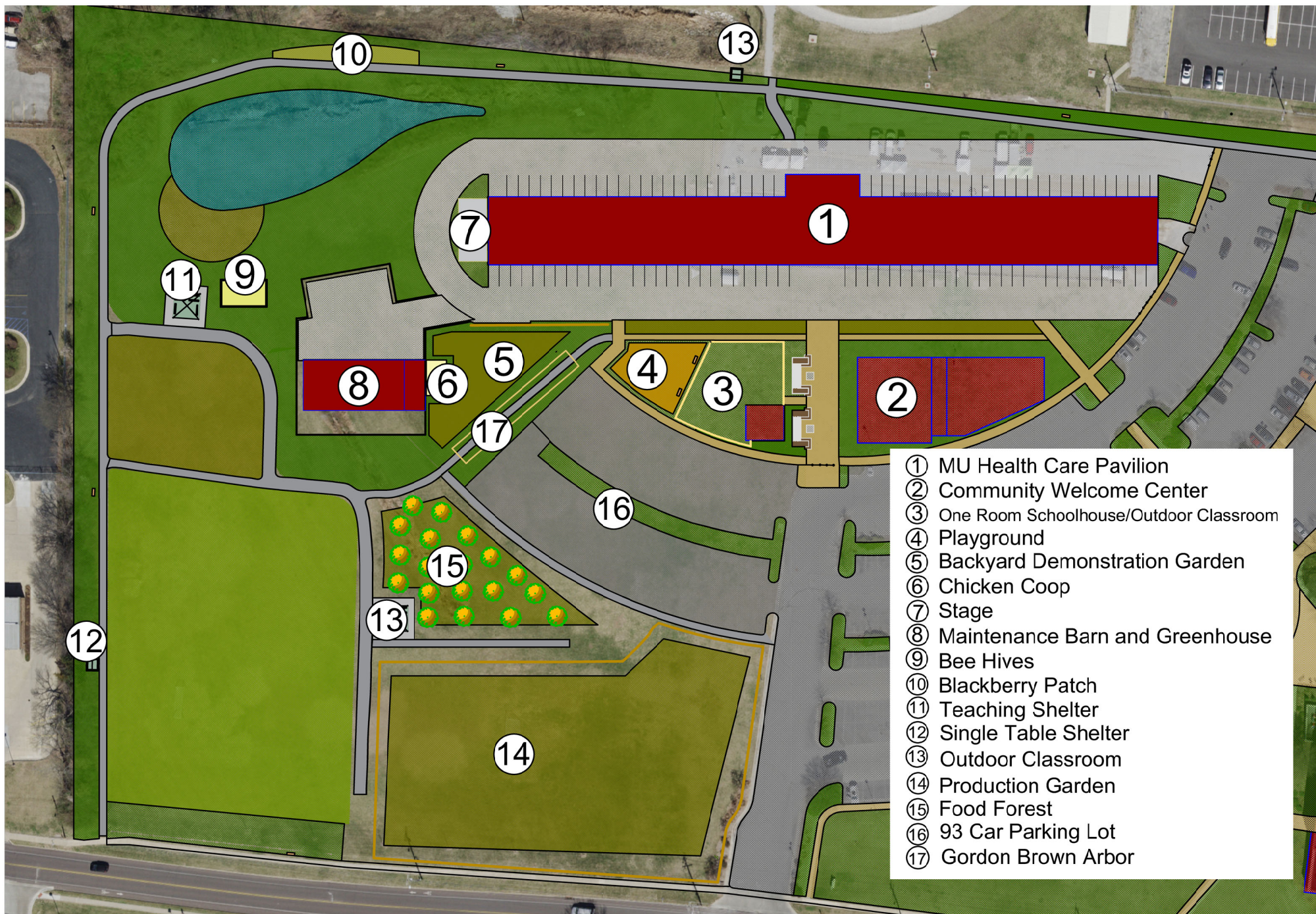
By: _____
Nancy Thompson, City Counselor/rw

COLUMBIA CENTER FOR URBAN AGRICULTURE, INC.

By: _____
Billy Polansky, Executive Director
4/17/24
Date

ATTEST:

By: Jessica Lehman
Jessica Lehman, Board President
Name and Title



AGRICULTURE PARK - MASTER PLAN

CLARY-SHY COMMUNITY PARK

April 15, 2024