

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 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 is made as of the date of the last signatory noted below, between the **CITY OF COLUMBIA** (“CITY”), and Columbia Center for Urban Agriculture, Inc., a nonprofit corporation organized in the State of Missouri (hereinafter called “CCUA”). City and CCUA are each individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

- A. 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
- B. WHEREAS, the Parties hereto desire to formally amend the 2017 Agreement with this First Amendment (hereinafter “First Amendment”) and desire to be bound by the terms contained in the 2017 Agreement and as amended herein.

AMENDMENT

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

- 1. Section 1 of the 2017 Agreement shall be amended to add the following paragraph at the end of Section 1:
“Subject to the following requirements, City hereby grants permission to CCUA to install a double-wide trailer (hereinafter “Trailer”) as a temporary office for CCUA on the west side of the barn as noted in Exhibit C, which is attached to this Amendment.
 - (a) CCUA shall only use the Trailer as a temporary office for CCUA’s use only and shall not use it for any other purposes.
 - (b) CCUA’s Trailer shall be no larger than twenty-four feet by seventy-two feet with a skirt which hides the underside of the trailer.

- (c) CCUA shall own the Trailer and shall pay all costs associated with the purchase, moving, installation, use, operation and removal of the Trailer.
 - (d) CCUA shall insure the Trailer with sufficient insurance coverage in compliance with the Agreement.
 - (e) CCUA shall be responsible for installing and maintaining the Trailer in good condition and in compliance with all laws, rules, and regulations.
 - (f) CCUA shall place all utilities for the Trailer in its name and shall be solely responsible for all utility bills.
 - (g) CCUA shall remove the Trailer from the Park as of either: (i) August 1, 2023; or (ii.) the date on which the office building is constructed and ready for occupancy, whichever occurs first.”
2. Section 3 of the 2017 Agreement shall be amended to add the following sentence at the end of the paragraph: “For CCUA’s Trailer, City shall provide electric utility access within ten feet of the Trailer.”
 3. Section 35 of the 2017 Agreement shall be amended to add Attachment C, Location of Temporary Office Building.
 4. All other terms of the 2017 Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, City Manager
Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor *NT*

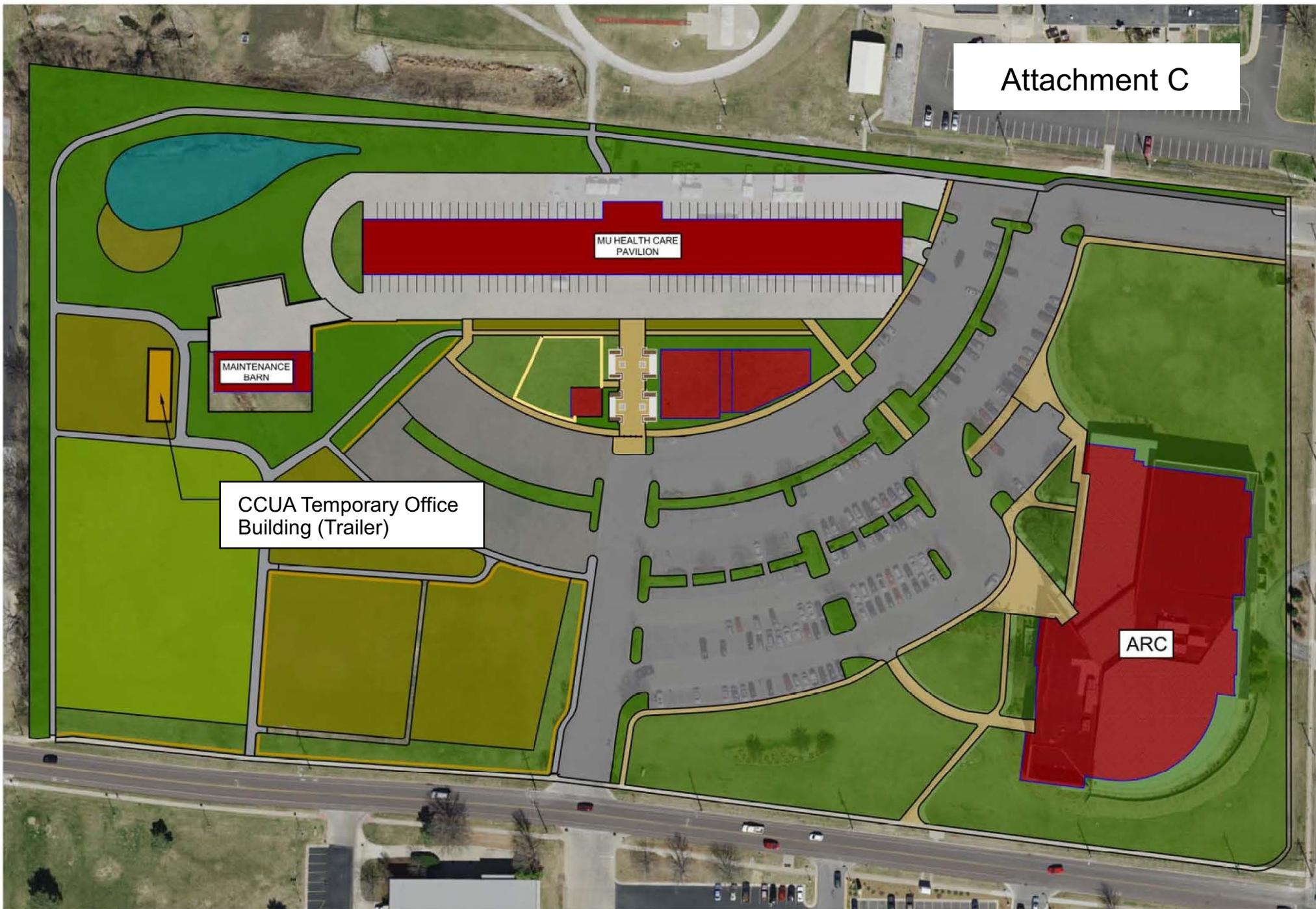
COLUMBIA CENTER FOR URBAN AGRICULTURE, INC.

By: *[Signature]*
Name and Title: Billy Polansky, Executive Director
Date: 7/6/2020

ATTEST:

By: _____

Name and Title



CCUA Temporary Office Building (Trailer)

MU HEALTH CARE PAVILION

MAINTENANCE BARN

ARC

LOCATION OF TEMPORARY OFFICE BUILDING
CLARY-SHY COMMUNITY PARK

