

**LEASE AGREEMENT**

**Between**

**THE CITY OF COLUMBIA, MISSOURI**

**And**

**J TAYLOR FARMS, LLC**

**For**

**LEASE OF FARMLAND AT COLUMBIA REGIONAL AIRPORT**

THIS AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation (hereinafter “**City**”), and J Taylor Farms, LLC, a Limited Liability Company, organized in the State of Missouri, and with authority to transact business within the State of Missouri, (hereinafter “**Farm Lessee**”), is entered into on the date of the last signatory below (“**Effective Date**”). **City** and **Farm Lessee** are each individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, **City** desires to lease farm land located at the Columbia Regional Airport;

WHEREAS, **Farm Lessee** and **City** wish to enter into this lease pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree to the following:

**1. Term.**

- a. Initial Term/ Renewal Terms. The initial term of this Agreement shall be for one (1) year commencing on March 1, 2023 and ending February 28, 2024 (the “Initial Term”). Thereafter, the term of this Agreement shall automatically renew for four (4) successive one (1) year terms each (individually a “renewal term” and collectively referred to as the “renewal terms”) on the same terms and conditions, provided however that Farm Lessee may cancel such automatic renewal by delivering written notice to City on or before the date that is sixty (60) days before the end of the Initial Term or any renewal term, at which point the Agreement shall terminate at the end of such Initial Term or then current renewal term.

2. **Use of Property.** City hereby leases and grants **Farm Lessee** the privilege of using the leased land, identified in **Exhibit A**, consisting of seven hundred-seventy (770) acres (the “Leased Premises”), more or less, only for growing and harvesting wheat, soybeans, milo, hay and /or corn, and for no other purposes. Hunting and related activities are not allowed on the leased land without the prior written consent of **City**. In addition, **City** retains the right to apply treated wastewater to the leased premises as indicated in **Exhibit B**, map of the irrigation fields. **City** agrees that it shall notify **Farm Lessee** prior to the application and further agrees that it shall not make any applications which will damage or unreasonably interfere with **Farm Lessee**’s production of crops on the leased premises.

3. **Farm Lessee’s Duties and Responsibilities.**

- a. **Farm Lessee** shall use accepted farming practices in farming the leased premises and in using the same for agricultural purposes. **Farm Lessee** shall cultivate the soil and produce crops on the leased land in a professional, sound, and conservation oriented manner, and in accordance with any requirements imposed by the State of Missouri and/or the USDA.
- b. **Farm Lessee** shall comply with the **City**’s Airport Farm Land Lease Restrictions, which are set forth in **Exhibit C**.
- c. **Farm Lessee** shall not do or suffer any waste or damage to the leased premises, provided **Farm Lessee** shall be permitted clear brush and cut trees as provided herein to create additional tillable acres on the leased premises. Prior to cutting down any trees greater than four inches DBH and/or six feet tall, **Farm Lessee** shall obtain the permission of the **City**’s Airport Manager, which shall not be unreasonably withheld.
- d. **Farm Lessee** shall not use the leased land in a manner that interferes with the safe and efficient operation of the airport. The decision as to what interferes with the safe and efficient operation of the airport is left to the **City**’s sole judgment and discretion.
- e. **Farm Lessee** shall not use the leased land in a manner that would violate any federal, state, and/or local law, ordinance, rule or regulation.
- f. Fences and Fixtures. **Farm Lessee** agrees to maintain all fences and other fixtures of the leased premises in good condition at all times during the term of this lease except for the airport perimeter fences which shall be maintained by the City provided any damage to the airport perimeter fence(s) caused by Farm Lessee’s negligence or intentional misconduct shall be repaired by Farm Lessee. **Farm Lessee** further agrees that upon the expiration of the term of this Agreement, fences and any other fixtures shall be returned to the **City** in good condition. **Farm Lessee**

agrees to protect and hold harmless **City** from any loss or damage, including attorney's fees, arising out of any claim or suit filed against **City** by persons on account of **Farm Lessee's** failure to maintain said fences (excluding the airport perimeter fences) or other fixtures in good condition at all times during the term of the lease. Responsibility for replacement of farm fences shall be according to state law and/or traditional and customary practice. Security fences, existing and/or proposed, shall be the sole responsibility of **City**.

- g. **Farm Lessee** shall not cause or permit any lien or encumbrance to attach to or be placed upon the **City's** title or interest in the leased land.
  - h. **Farm Lessee** shall not make any alterations, additions, or improvements to the leased land without the prior written consent of the **City**.
  - i. **Farm Lessee** shall not enroll the leased land in any federal, state, or local government program without the prior written consent of the **City**, **provided however Lessee shall be permitted to enroll the Leased Premises in the federal crop insurance programs in order to insure order to adequately insure Lessee's crops.**
  - j. **Farm Lessee** shall have exclusive possession of the Leased Premises subject however to the **City's** rights provided for herein and to access the Leased Premises. **City** shall at all times have free access to and use of the leased premises, provided the same does not unreasonably interfere with **Farm Lessee's** use thereof.
4. **Annual Rent.** During the Initial Term of this Agreement, **Farm Lessee** shall pay annual rent to **City** in the amount of \$78,000.00. During the first one-year renewal term, if exercised, **Farm Lessee** shall pay annual rent to **City** in the amount of \$86,000.00. During the second, third and fourth one-year renewal terms, if exercised, **Farm Lessee** shall pay annual rent to **City** in the amount of \$94,000.00. Said annual rent shall be due and payable in accordance the terms and conditions described below.
5. **Payments.** The first annual payment is due on or before February 15, 2024 and will be due on or before February 15 for each year thereafter. Payment, in the form of cash, check, and/or money order, must be mailed or delivered to the Treasurer's Office, 701 East Broadway, Columbia, Missouri 65201, or by mail to the City of Columbia Finance Department, P.O. Box 6015, Columbia, Missouri 65205 (do not mail cash) on or before the due date. In the event payment is not made on or before the due date, a late charge of two hundred-fifty dollars (\$250.00) shall be paid by **Farm Lessee** to the **City**. In the event **Farm Lessee** is delinquent for a period of fifteen (15) days or more in paying to the **City** any monies due and owing to the **City** pursuant to this Agreement, **City** may, at **City's** option, terminate this agreement. **Farm Lessee** shall pay **City** a returned check

fee of two hundred fifty dollars (\$250.00) for each of **Farm Lessee**'s returned checks. **Farm Lessee** shall pay to **City** interest thereon at a rate of ten percent (10%) per annum from the date payment was due until full payment is made for any amount due and owing after termination of the Agreement.

6. **Special Assessments.** **City** shall pay all special assessments, if any, on the leased premises during the term of the lease.

7. **Termination.**

- a. By Farm Lessee. **Farm Lessee** may terminate the lease at the end of any calendar year by giving written notice to the **City** no later than one hundred twenty (120) days prior to the end of the calendar year for termination effective at the end of the calendar year.
- b. By City. In the event **City** has need for any of the leased premises for airport or related purposes, **City** may revoke the lease as to the portion of the leased premises so needed by the **City** by giving not less than sixty (60) days written notice to the **Farm Lessee** and tendering to the **Farm Lessee** the amount of damages to be sustained by **Farm Lessee** for the loss of any of the existing crops on the portion of the leased premises eliminated from this lease by **City** and **Farm Lessee** shall not be required to pay any rent on the land revoked from this lease during the existing lease year and succeeding lease years. The lease year of this lease for the purpose of this paragraph shall be a calendar year, from January 01 through December 31, of each year.
- c. For Default. Either party may terminate this Agreement for cause if the other Party fails to fulfill its obligations that are essential per the terms and conditions of the Agreement. The Party initiating the termination action must allow the Breaching Party an opportunity to dispute or cure the breach. The Terminating Party must provide the Breaching Party fifteen (15) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement. In the event of continued default in the performance or observance of any covenant or condition contained herein after thirty (30)) days prior written notice of default given by **City** to **Farm Lessee**, **City** shall have the right to immediately possess the leased premises and in such event **Farm Lessee** agrees to surrender immediate possession of the leased premises to **City**. Upon taking possession of the premises, **City** may

elect to terminate this lease or **City** may elect to relet the premises in which case **Farm Lessee** shall be held liable for and pay as it accrues the deficit in rent for the balance of the then current one-year term of this lease. Any rent received by **City** on reletting in excess of the rent specified herein shall be retained by **City**.

- d. Upon termination of this Agreement and written notice of such terminate date to Farm Lessee, by lapse of time or otherwise, **Farm Lessee** shall immediately surrender possession of the leased land to the **City** in good condition. In the event **Farm Lessee** shall hold over, **City** shall be entitled to a payment from **Farm Lessee** of a hold over fee of ten thousand dollars (\$10,000.00) per month. Any holding over by **Farm Lessee** shall be construed to be a tenancy from month to month.
8. **Planting of a Cover Crop.** When **Farm Lessee** no longer desires to continue farming or the Agreement is terminated, **Farm Lessee** agrees to plant cover crop (such as tall fescue) or leave cover crop (such as alfalfa). **City** will provide seed to plant cover crop.
9. **Inspection.** **Farm Lessee** will permit representatives of **City** to enter the leased premises at any reasonable time for the purpose of inspecting or viewing the same for any reasonable purpose.
10. **Conflicts.** No salaried officer or employee of **City** and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. **Farm Lessee** covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. **Farm Lessee** further covenants that in the performance of this Agreement no person having such interest shall be employed.
11. **No Assignment.** **Farm Lessee** shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of **City** thereto which shall not be unreasonably withheld, conditioned or delayed. Notice of such assignment or transfer shall be furnished in writing promptly to **City**. Any such assignment is expressly subject to all rights and remedies of **City** under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require **City** to give any notice to any such assignee of any actions which **City** may take under this Agreement, though **City** will attempt to so notify any such assignee.
12. **Laws and Regulations.** **Farm Lessee** shall comply with all laws, regulations, rules, and ordinances of the County of Boone, the State of Missouri, and the United States of America, which are now in effect or are hereafter promulgated, relating to the leased premises and the use of the same including those due to the location of the leased

premises near the airport. **Farm Lessee** shall also observe and comply with all federal, state, or local laws, ordinances, rules, and regulations applicable to the Airport, which are now in effect or are hereafter promulgated. **Farm Lessee** shall also observe and comply with all applicable federal, state, and or local laws, rules, and regulations concerning the handling and disposal of hazardous materials.

13. **Attorney's Fees.** In the event any cause of action or legal proceeding is instituted or filed in any court to enforce any of the provisions of this lease, the Party against whom judgment is entered shall pay the other Party a reasonable attorney's fee in connection with the proceedings.
14. **Employment Of Unauthorized Aliens Prohibited.** **Farm Lessee** agrees to comply with Missouri State Statute section 285.530 in that **Farm Lessee** shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, **Farm Lessee** shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. **Farm Lessee** shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Farm Lessee** shall require each subcontractor to affirmatively state in its contract with **Farm Lessee** that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. **Farm Lessee** shall also require each subcontractor to provide **Farm Lessee** with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
15. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the **Farm Lessee** will be an independent contractor and not **City's** employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. **Farm Lessee** will retain sole and absolute discretion in the judgment of the manner and means of carrying out **Farm Lessee's** activities and responsibilities hereunder. **Farm Lessee** agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize

a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between **Farm Lessee** and **City**, and **City** will not be liable for any obligation incurred by **Farm Lessee**, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **Waiver.** No waiver of any forfeiture by acceptance of rent or otherwise shall waive any subsequent cause of forfeiture or breach of any condition of this lease.

17. **Successors and Heirs.** This Agreement shall be binding upon **City** and its successors and assigns, and shall be binding upon **Farm Lessee** and its heirs, executors, and administrators, successors and assigns, subject to the restrictions contained in the lease against assignment and subletting by **Farm Lessee**.

18. **Notices.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

**If to City:**

City of Columbia

Economic Development Department

P.O. Box 6015

Columbia, MO 65205-6015

ATTN: Director of Economic Development and Airport Manager

**With a copy to:**

City of Columbia

Law Department

P.O. Box 6015

Columbia, MO 65205-6015

ATTN: City Counselor

**If to Farm Lessee:**

J TAYLOR FARMS LLC %/O JEROME TAYLOR

12051 S. CLINKENBEARD RD. ASHLAND MO 65010

ATTN: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

19. **Public Records Act.** City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and **Farm Lessee** agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
20. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner, or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
21. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
22. **Governing Law and Venue.** This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

23. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, **Farm Lessee** shall indemnify and hold harmless the **City of Columbia**, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, and or misconduct of **Farm Lessee**, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with **Farm Lessee** or a subcontractor for part of the services), of anyone directly or indirectly employed by **Farm Lessee** or by any subcontractor, or of anyone for whose acts **Farm Lessee** or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require **Farm Lessee** to indemnify, hold harmless, or defend the **City of Columbia** from claims, damages, losses, and expenses related to **City's** own actions, inactions, (willful or otherwise), misconduct or its own negligence.
24. **No Waiver of Sovereign Immunity.** 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.
25. **Professional Oversight Indemnification.** **Farm Lessee** understands and agrees that **City** has contracted with **Farm Lessee** based upon **Farm Lessee's** representations that **Farm Lessee** is a skilled professional and fully able to perform the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, **Farm Lessee** agrees to defend, indemnify and hold and save harmless **City** from any and all claims, settlements, and judgments whatsoever arising out of **City's** alleged negligence in failing to properly supervise **Farm Lessee**.
26. **Professional Responsibility.** **Farm Lessee** shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If **Farm Lessee** fails to meet the foregoing standard, **Farm Lessee** shall perform at its own cost, and without reimbursement from **City**, the professional services necessary to correct the errors and omissions which are caused by **Farm Lessee's** failure to comply with above standard, and which are reported to **Farm Lessee** within one (1) year from the completion of **Farm Lessee's** services.
27. **Subordination to U.S. Government.** This Lease shall be subordinate to the provisions of any existing or future agreement(s) between the **City** and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have

been or may be required as a condition precedent to the expenditure or reimbursement to **City** for Federal funds for the development of the Airport.

28. This Agreement shall be subject to and subordinate to existing or future federal, state, or local laws, codes, regulations, ordinances, rules and orders relative to the development, construction, operation, or maintenance of the Airport.
29. If any covenant, condition, provision, or term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, and terms of this agreement shall not be affected thereby, but each covenant, condition, provision, or term of this Agreement shall be valid and in force to the fullest extent permitted by law.
30. **Insurance. Farm Lessee** shall maintain, on a primary basis and at its sole expense, at all times during the term of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the **City's** review or acceptance of insurance maintained by **Farm Lessee** is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by **Farm Lessee** under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-IX.
  - a. Workers' Compensation & Employers Liability. **Farm Lessee** shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
  - b. Commercial General Liability. **Farm Lessee** shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
  - c. Business Auto Liability. **Farm Lessee** shall maintain Business Automobile Liability at a limit of not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event **Farm Lessee** does not own automobiles, **Farm Lessee** agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - d. **Farm Lessee** may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be

less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. **Farm Lessee** agrees to endorse **City** as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

- e. The **City of Columbia**, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the **Farm Lessee** and **City**. **Farm Lessee** is required to maintain coverages as stated and required to notify **City** of a Carrier Change or cancellation within two (2) business days. **City** reserves the right to request a copy of the policy or a certificate of compliance.
- f. **Farm Lessee** agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit **Farm Lessee** to enter into an pre-loss agreement to waive subrogation without an endorsement, then **Farm Lessee** agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should **Farm Lessee** enter into such an agreement on a pre-loss basis.
- g. The Parties hereto understand and agree that **City** is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to **City**, or its elected officials or employees.
- h. **Farm Lessee** agrees to provide **City** with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the **City** as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.
- i. **City** reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage; changes in the scope of work/specifications affecting the applicability of coverage. Additionally, **City** reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operate legally.
- j. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event **Farm Lessee** fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, **City** shall have the right to cancel and terminate this Agreement without notice.

- k. The insurance required by the provisions of this article is required in the public interest and **City** does not assume any liability for acts of **Farm Lessee** and/or their employees and/or their subcontractors in the performance of this Agreement.

31. **Acknowledgement.** **Farm Lessee** acknowledges that state and/or federal grant funds may be used in the development, construction, operation, or maintenance of the Airport. **Farm Lessee** agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including but not limited to those set forth in this Agreement.

- a. General Civil Rights Provisions. The **Farm Lessee** agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the **Farm Lessee** and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- b. Compliance with Nondiscrimination Requirements. During the performance of this contract, the **Farm Lessee**, for itself, its assignees, and successors in interest (hereinafter referred to as the “**Farm Lessee**”), agrees as follows:
  - 1. **Compliance with Regulations:** The **Farm Lessee** (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - 2. **Nondiscrimination:** The **Farm Lessee**, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **Farm Lessee** will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - 3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the **Farm Lessee** for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the **Farm Lessee** of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  - 4. **Information and Reports:** The **Farm Lessee** will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the

Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the **Farm Lessee** will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the **Farm Lessee's** noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the **Farm Lessee's** under the contract until the **Farm Lessee's** complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The **Farm Lessee's** will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The **Farm Lessee's** will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the **Farm Lessee's** becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the **Farm Lessee's** may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the **Farm Lessee** may request the United States to enter into the litigation to protect the interests of the United States.
- c. Real Property Acquired or Improved Under the Airport Improvement Program. The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the **City of Columbia, Missouri**, pursuant to the provisions of the Airport Improvement Program grant assurances.
  - A. The **Farm Lessee** for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the **Farm Lessee** will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **City of Columbia, Missouri**, will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **City of Columbia, Missouri**, will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **City of Columbia, Missouri**, and its assigns
- d. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the **Farm Lessee**, for itself, its assignees, and successors in interest (hereinafter referred to as the “**Farm Lessee**”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
  - e. Energy Conservation Requirements. **Farm Lessee** and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq).
  - f. Federal Fair Labor Standards Act. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The **Farm Lessee** has full responsibility to monitor compliance to the referenced statute or regulation. The **Farm Lessee** must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
  - g. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

32. **Contract Documents.** This Agreement includes the following exhibits, which are incorporated herein by reference.

33. **Counterparts and Electronic Signatures.** 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.

<u>Exhibit/Attachment</u>	<u>Description</u>
A	Identification of the Leased Property
B	Map of Irrigation Fields
C	City's Airport Farm Land Lease Restrictions
D	Insurance Certificate
E	Request for Workers' Compensation Waiver

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

34. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **Farm Lessee** and **City** relative to the Lease described herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to **Farm Lessee** and **City** described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on 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 / KMM

(Seal)

**FARM LESSEE**

By: Jerome Jay III

Date: 7-22-2022

ATTEST:

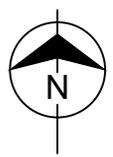
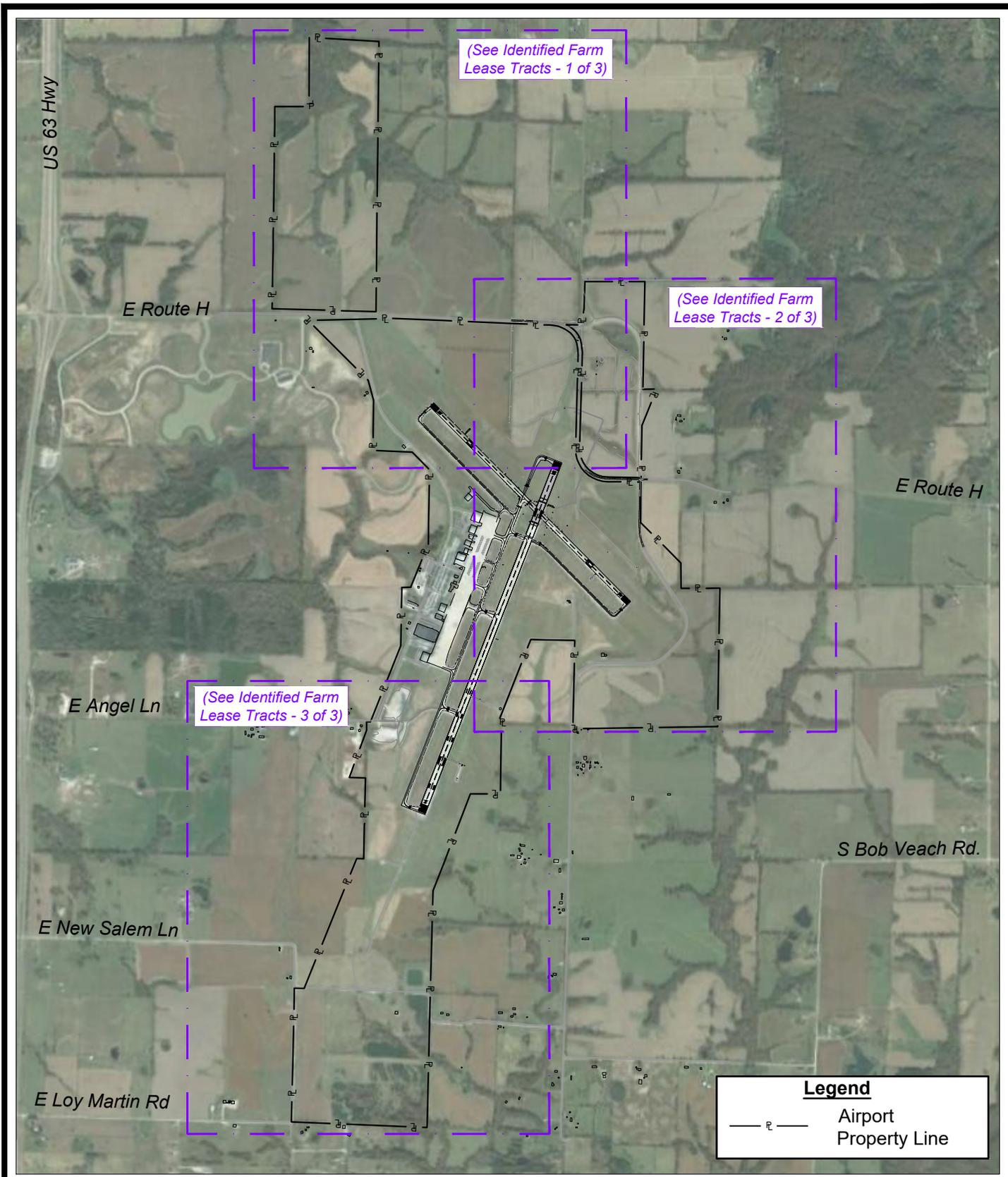
By: Molly E Taylor

Name: Molly E Taylor

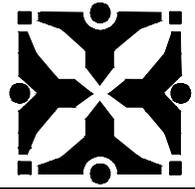


**EXHIBIT A**  
**IDENTIFICATION OF LEASED PROPERTY**

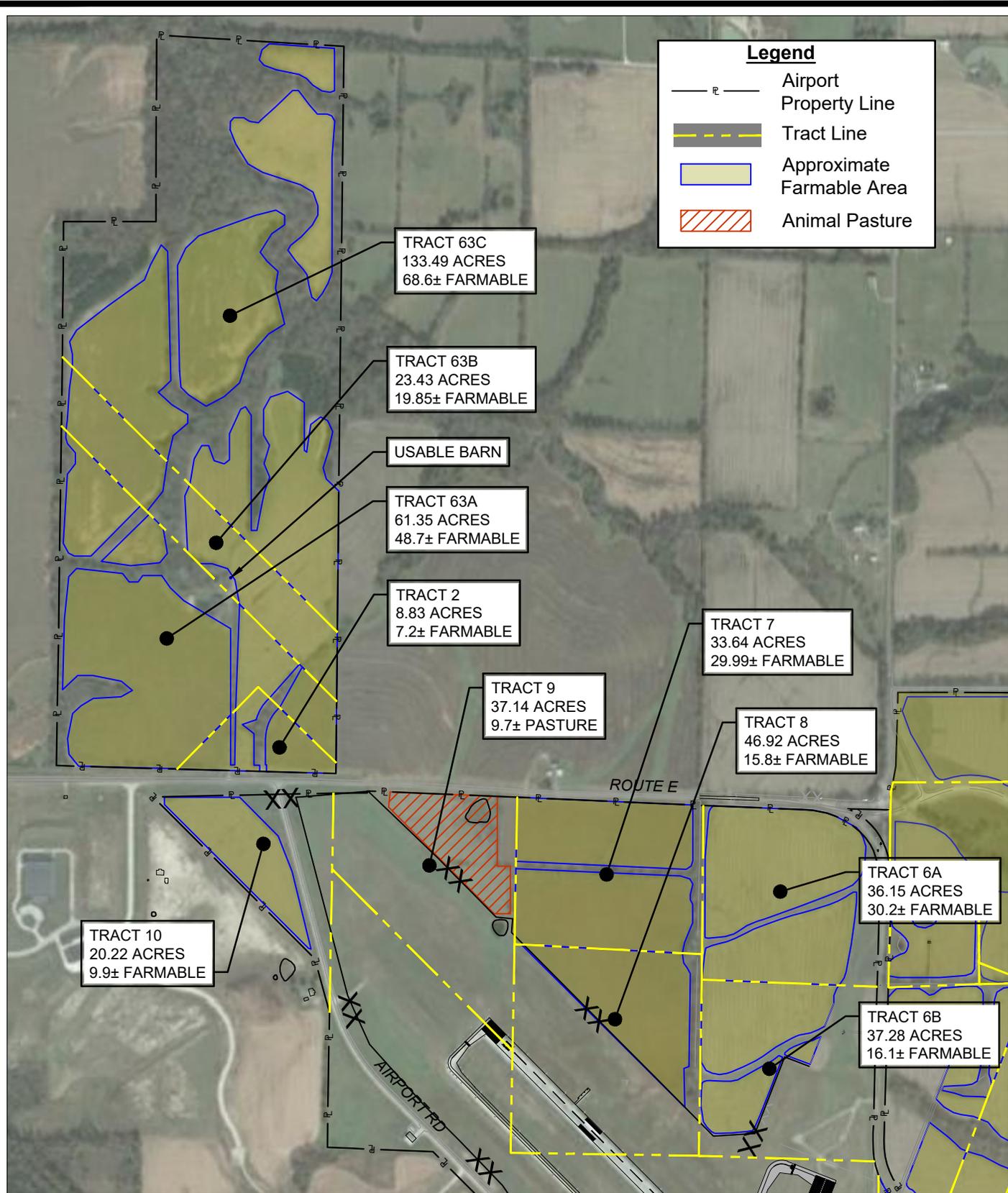
Z:\CLIENTS\AMFCOLUMBIA\MO\COLUMBIA\COUL\_LOCATION\INFO\NOTEBOOK\FARM\_LEASE\_MAP\COU\_FARM\_LEASE.DWG 4/30/2021 1:53 PM BHEADY



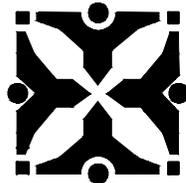
City of Columbia, MO



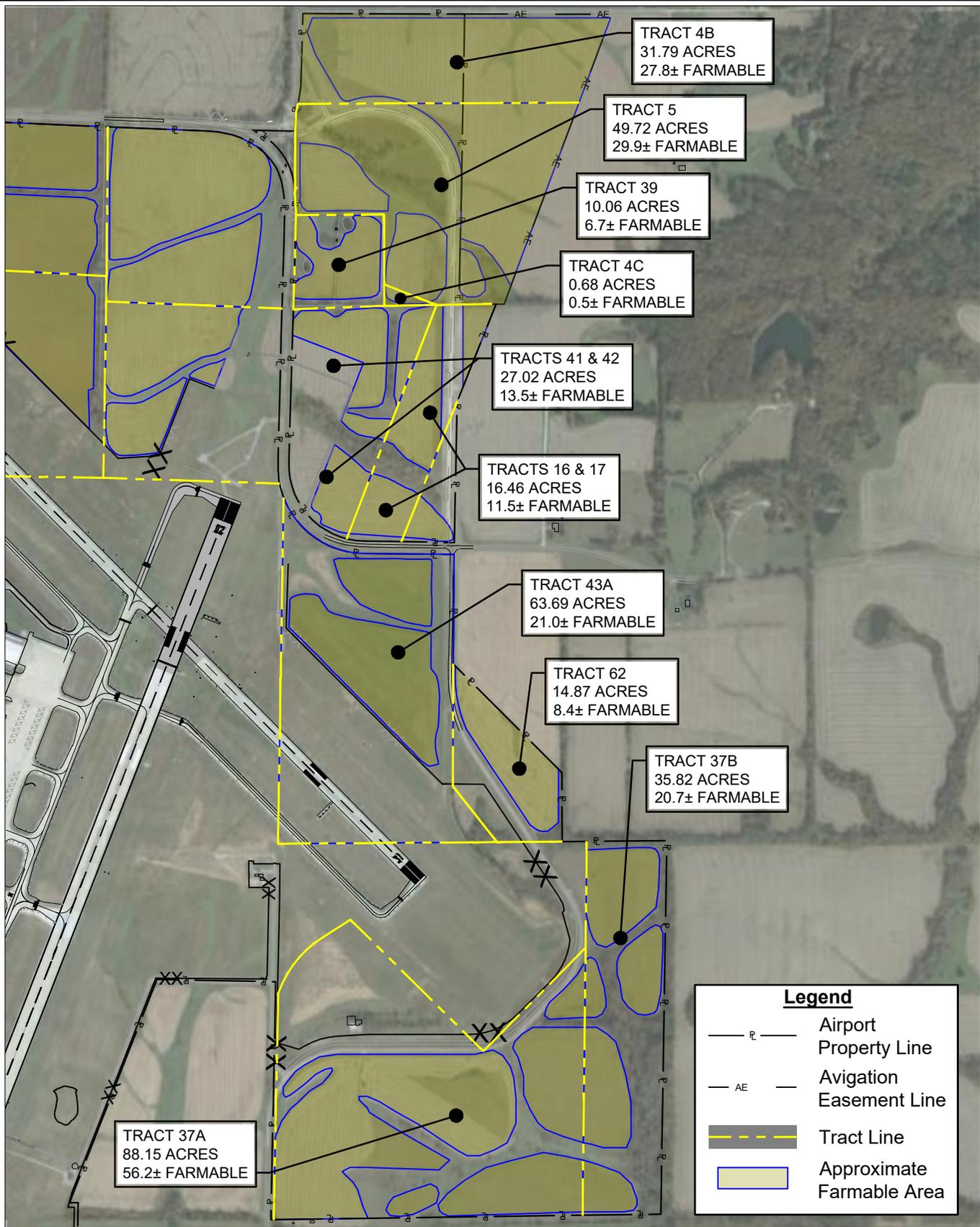
Columbia Regional Airport  
Identified Farm Leases  
Overall Map



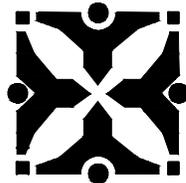
City of Columbia, MO



Columbia Regional Airport  
Identified Farm Lease Tracts  
1 of 3

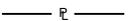


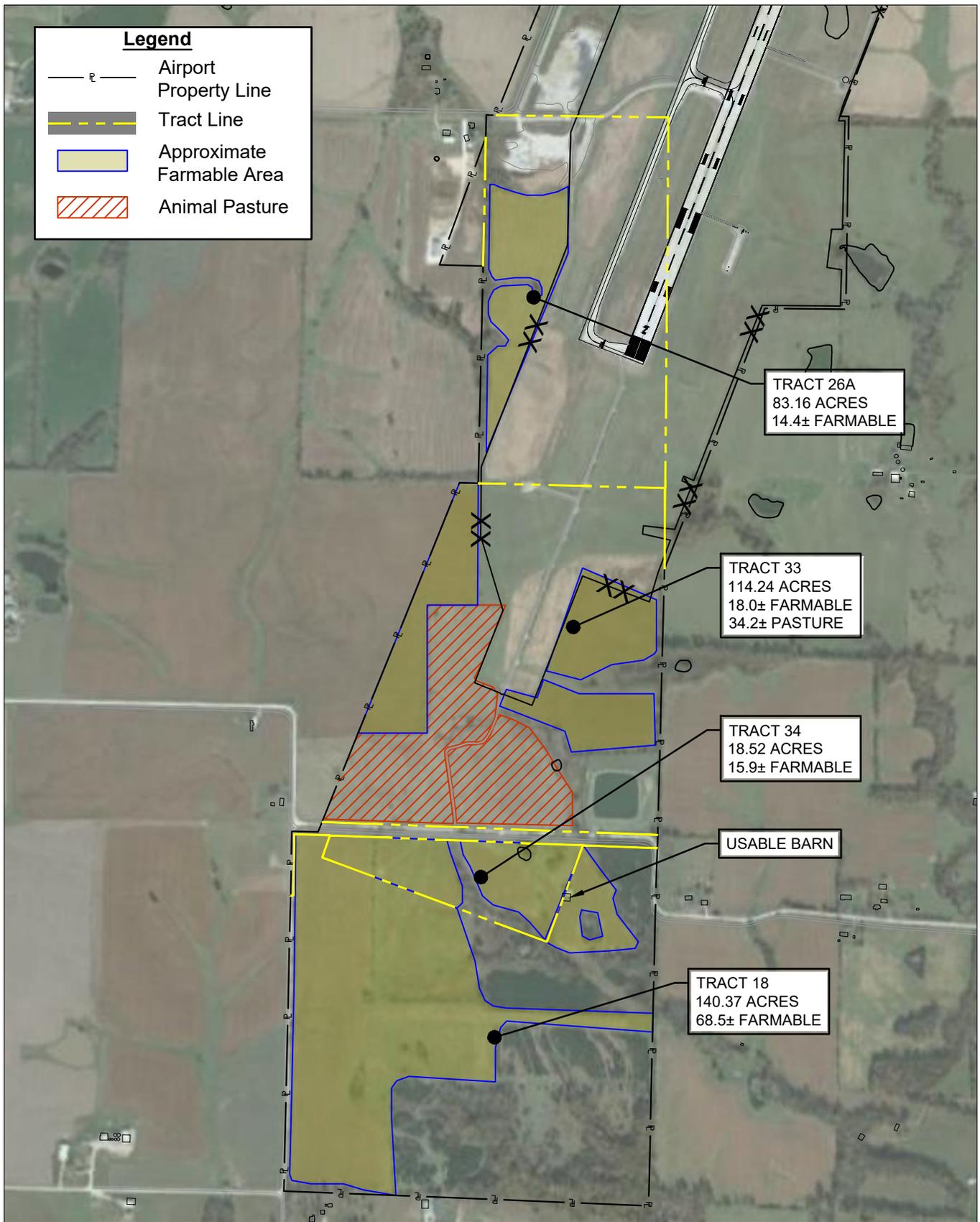
City of Columbia, MO



Columbia Regional Airport  
Identified Farm Lease Tracts  
2 of 3

**Legend**

-  Airport Property Line
-  Tract Line
-  Approximate Farmable Area
-  Animal Pasture



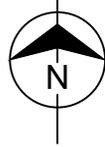
TRACT 26A  
83.16 ACRES  
14.4± FARMABLE

TRACT 33  
114.24 ACRES  
18.0± FARMABLE  
34.2± PASTURE

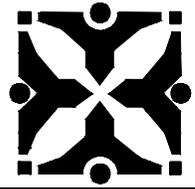
TRACT 34  
18.52 ACRES  
15.9± FARMABLE

USABLE BARN

TRACT 18  
140.37 ACRES  
68.5± FARMABLE

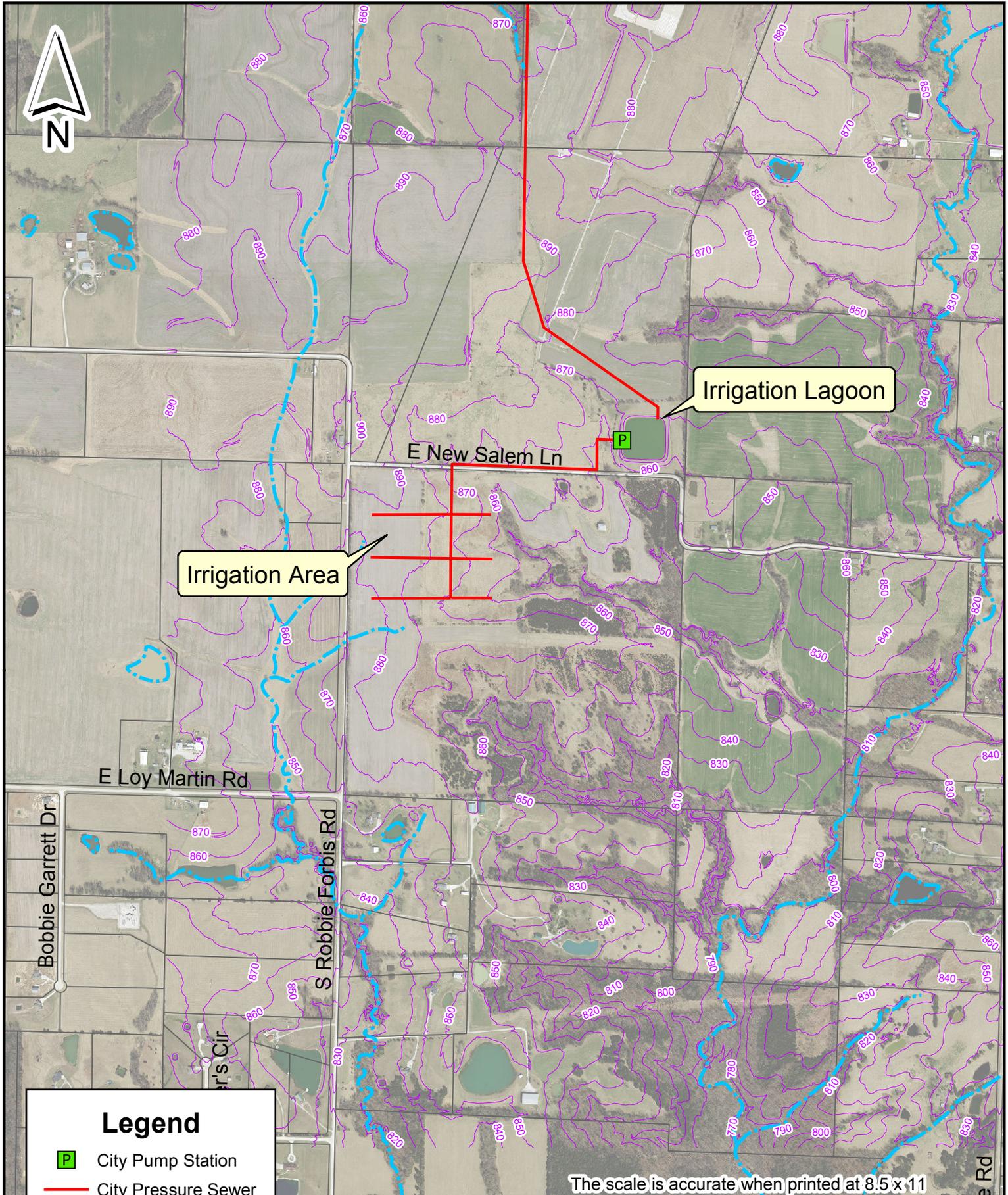


City of Columbia, MO



Columbia Regional Airport  
Identified Farm Lease Tracts  
3 of 3

**EXHIBIT B**  
**MAP OF IRRIGATION FIELDS**



Irrigation Area

Irrigation Lagoon

E New Salem Ln

E Loy Martin Rd

Bobbie Garrett Dr

S Robbie Forbis Rd

Mr's Cir

**Legend**

- City Pump Station
- City Pressure Sewer
- Streams

The scale is accurate when printed at 8.5 x 11

city of  
**Columbia**  
Sewer & Stormwater Utilities

Columbia Regional Airport

Irrigation Site

Parcel Information Property of Boone County  
2017 Orthophoto Source: City of Columbia, MO  
2' Contour Data Source: City of Columbia, MO

Scale: 1" = 1,000'

Drawn: J.K.M.

Date: 5/28/2019

**EXHIBIT C**

**CITY'S AIRPORT FARM LAND LEASE RESTRICTIONS**

**Exhibit C**  
**Airport Farm Leases**

Farming operations and crops must be compliant with FAA criteria outlined in AC 150/5300-13, Appendix 17, Minimum Distances Between Certain Airport Features and any On-Airport Agriculture Crops.

All inside the AOA fence farming operations must be compliant with the Columbia Regional Airport Security Plan (TSA Part 1542).

All inside the AOA fence farming operations must be compliant with the Columbia Regional Airport Certification Plan (FAR Part 139).

All inside the AOA fence farming operations must be compliant with the Columbia Regional Airport Wildlife Hazard Management Plan (FAR Part 139).

All personnel operating inside the AOA fence are required to annual airport operations training and background check. (TSA Part 1542)

I.D. badge will be issued and must be displayed during inside the AOA fence farming operations. (TSA Part 1542)

**EXHIBIT D**  
**INSURANCE CERTIFICATE**



**EXHIBIT E**  
**REQUEST FOR WORKERS' COMPENSATION WAIVER**  
**(Not utilized)**