

REQUEST FOR BIDS

16-acre Airport Farm Lease



Department of Public Services

1015 S Lincoln Avenue

Three Rivers, MI 49093

(269) 273-1845

November 2021

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Bidding Information

I. Instructions

- A. Bids must be typewritten or clearly printed in ink and signed by a duly-authorized representative submitting the quote.
- B. Bids must be submitted in sealed envelopes, clearly marked on the outside, "**16-acre Airport Farm Lease**".
- C. Bids will be received by the Office of the City Clerk, City Hall, 333 West Michigan Avenue, Three Rivers, Michigan, 49093, until **2:00 p.m. local time, Thursday December 2, 2021**. All bids will be date stamped and time marked when received.
- D. Faxed or emailed bids shall not be accepted.
- E. If you received this document from our website, please e-mail your contact information to aroht@threeriversmi.org so we can place you on the bidders list for addenda.

II. Conditions Applicable to Bids

- A. Applicable Laws: The Ordinances and Charter of the City, and laws of the State of Michigan concerning competitive bidding, contracts and purchases will be employed.
- B. Taxes: The City of Three Rivers is generally exempt from Federal Excise and Michigan State Sales Tax. Prices should not include tax.
- C. If the bidder elects to deviate from the specifications stated, all exceptions or other changes must be clearly noted.
- D. The City reserves the right to reject any and all bids, waive informalities or defects in bids, or accept such bids as it shall deem to be in the best interest of the City of Three Rivers.
- E. The City does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.
- F. The City has a local preference policy, which is available upon request.
- G. Anticipated award is at the **December 21, 2021** Commission meeting.

III. Farm Lease

CASH FARM LEASE AGREEMENT

AGREEMENT made as of _____, **2022**, by and between, THE CITY OF THREE RIVERS, a Michigan municipal corporation, with offices at 333 West Michigan Avenue, Three Rivers, Michigan 49093, hereinafter referred to as "CITY", and _____, an _____, with offices at _____, hereinafter referred to as "TENANT".

WITNESSETH: As follows:

1. **THE PREMISES:** The CITY, in consideration of the rents and covenants herein specified, does let and lease certain tillable farm lands (hereinafter called the "Leased Premises") situated in the City of Three Rivers, St. Joseph County, and State of Michigan, consisting of sixteen (16) acres, more or less, as shown on the attached exhibit.
2. **TERM:** The term of this Lease shall be five (5) crop years, commencing **February 1, 2022**, and terminating on **December 31, 2026**.
3. **RENT:** The cash rent for the Leased Premises which is to be paid by TENANT to CITY for the five (5) crop year term of the Lease is based on a **base rent of** _____ **Dollars per acre** subject to the provisions of Paragraph 4 of this Agreement. During the term of the Lease, one-half of the cash rent shall be paid on or before **April 15** of each year, and the balance of the annual cash rent shall be paid on or before **December 15** of each year.
4. **QUIET ENJOYMENT:** So long as TENANT shall comply with the terms and conditions of this Lease, CITY agrees that TENANT shall and may peacefully have and quietly hold and enjoy the Leased Premises for the term of this Lease.
5. **USE OF FARM LANDS:** During the term of this Lease, TENANT shall have the use and occupancy of the Leased Premises for farming purposes only. TENANT shall use and occupy the Leased Premises in a husband-like manner.
6. **FARM PROGRAMS.** TENANT shall have the right during the term of this Lease, to enroll the Leased Premises, either solely, or as a part of other premises owned or controlled by TENANT, in any appropriate farm/agricultural subsidy program; in any farm acreage set aside program; or in any other farm/agricultural benefit program.
7. **GUARANTEED CLEAR AIRSPACE:** In the irrigation of any part of the Leased Premises, TENANT shall not allow water from irrigation equipment to intrude into the guaranteed clear airspace mandated by the Federal Aviation Administration ("FAA") for the CITY's Airport. At the request of TENANT, the CITY shall provide the TENANT with the elevation above ground for the required clear airspace.
8. **AIRPORT ZONING ORDINANCE.** This Lease is subject to the provisions of the Airport Zoning Ordinance which Ordinance includes certain limitations on the use of Airport Lands for agricultural purposes. Attached to this Lease is a memorandum dated April 2, 2009,

from the City's Airport Manager as to the maximum permitted height of water spray from any irrigation system utilized by TENANT on the Leased Premises.

9. RELEASE OF LAND: In the event the CITY has the opportunity to sell or lease part of the Leased Premises during the term of this Lease, for other than agricultural purposes, the CITY shall notify TENANT in writing of its intention with a description of the land to be sold or leased. If the land to be sold or leased by the CITY to a third party has a growing crop on it, the CITY shall pay the TENANT the sum of _____ **Dollars per acre for the loss of the crop**. In such case, the CITY shall also cancel the rent on the land actually removed from the Leased Premises at the rate of _____ **Dollars per acre**.

10. INSURANCE: The CITY shall not be required to insure the TENANT's personal property, equipment or crops, nor shall the CITY be required to maintain liability insurance covering TENANT's farming operations on the Leased Premises. TENANT shall arrange and pay for sufficient liability insurance to insure its activities against claims from third parties and furnish CITY with a copy of an appropriate certificate of insurance.

11. INSPECTION: CITY and its agents shall have the right, at all reasonable times, to enter upon the Leased Premises for the purpose of surveying, conducting engineering studies and developing site plans for improvement and/or development of the CITY's Municipal Airport and its Airport Industrial Park so long as there is no interference to TENANT's use of the Leased Premises or any damage of TENANT's crop.

12. INDEMNIFICATION: During the entire term of this Lease, the TENANT will indemnify and save harmless the CITY against any and all claims, debts, or obligations which may be made against the CITY, arising out of or in connection with, any act or omission of TENANT.

13. LEASE AS ENTIRE AGREEMENT: This Lease represents the only and the entire agreement of any between the Parties, and all prior negotiations, representations, agreements and covenants, whether oral or written, are merged in this Lease. The Parties further agree that this Lease may be changed, amended or modified only by a written instrument, executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their duly authorized representatives.

THE CITY OF THREE RIVERS,
a Michigan municipal corporation

TENANT: _____,

By: Joseph Bippus, City Manager

By:

Bid Form

The undersigned having familiarized themselves with the local conditions affecting the cost of the work hereby proposes to complete all farming required for the project in accordance with the specifications as prepared by the Department of Public Services, City of Three Rivers, Michigan, for, including Addenda No. _____ issued thereto, the following unit prices:

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

SIGNATURE _____ TITLE _____

TELEPHONE _____ DATE _____

EMAIL _____

\$ per acre for farm land _____

The amount per acre will be the same for payment to the City for farming as the City paying the tenant if construction occurs while a crop is planted in the leased space.

IV. Farming Map

