

**NOTICE TO BIDDERS
CITY OF WILLARD, OHIO
CASH RENT AIRPORT HAY FIELD**

Sealed bids for the Cash Rent Airport Hay Field Lease for the purpose of growing and baling of hay only (no tillage) will be received by the City of Willard, Ohio until 1:00 p.m. on February 28, 2024, at the City Manager's Office, City Building, 631 South Myrtle Avenue, Willard, Ohio 44890 at which time they will be opened and read aloud.

The successful bidder will be required to sign the hay field lease agreement substantially conforming to the lease agreement. The lease agreement can be found in the City Manager's office or on our website (www.willardohio.gov). Bidders should read the lease and consult with their attorney concerning any questions about the document before submitting a bid.

Bidders will be submitting sealed bids with the understanding that the lease they will be required to sign covers three (3) years and offers two (2) additional one (1) year renewal options.

Bidders must bid a lump sum figure for annual cash rent payable each lease year at times specified in the lease agreement. All acreage figures given to the bidders are for convenience only. The City of Willard does not promise or warrant the acreages stated. Bidders must verify actual acres available. No adjustments in the price bid will be made either upward or downward after written proposals have been received because the actual acreage available differs from stated acreage or from the bidder's acreage determination.

The exhibit map, which is made a part of the lease agreement, is also available for review at the City Manager's office and website. Bidders must review the map and by submitting a bid, guarantee that they have reviewed the map. The map shows approximately 11.6 acres of land.

After sealed bids have been received, they may not be withdrawn by the bidder until 30 days after the opening of the bids.

The City of Willard reserves the right to reject any and all bids.

Bidders must submit this bid form in a sealed envelope to the City Manager's Office. The envelope should be worded on the outside as "Bid for Cash Rent Airport Hay Field Lease".

Advertise: February 12, 2024

BID FORM – AIRPORT HAY FIELD

I (we) the undersigned have read the various documents which comprise the information on this proposal including, but not limited to, the notice to bidders, farmland lease agreement, farmland lease area exhibit, and this bid form.

I (we) the undersigned understand that this farmland shall only be used for the purpose of growing and baling hay. No tilling and planting crops other than hay shall occur on this property.

I (we) have viewed the land available for renting and have satisfied myself (ourselves) concerning the acres available, soils, drainage and all other pertinent conditions.

I (we) hereby bid for the land available at the Airport Farmland the lump sum figure, stated on an annual basis, payable each year for three (3) years beginning in 2024 with optional renewals as stated in the farmland lease agreement.

Annual Bid: \$ _____/acre x 11.6 acres = \$ _____(total).

(Total in words)

THIS BID SUBMITTED BY:

Name / Partnership / Corporation: _____
(typed or printed)

By: _____
(Individual's signature)

Address: _____

Cell Phone No. (_____) _____ - _____

Email Address: _____

SUBMITTED on _____, 20____.

CITY OF WILLARD, OHIO
AIRPORT HAY FIELD LEASE AGREEMENT
2024

This Agreement made and entered into as of this _____ day of _____, 2024 by and between the **City of Willard, Ohio**, hereinafter called the "City", and _____, herein after called the "Operator".

WITNESSETH:

The City and Operator, for and in consideration of the covenants and agreements hereinafter contained, do hereby enter into the following farm lease agreement:

1. The City shall lease to Operator commencing on March 8, 2024, a total of 11.6 ± acre of farmland owned by City, bounded to the south by the City of Willard's Airport (S. Main St). Note: No farming or work can occur in an area 125' from the center of the runway. (See Exhibit). This farmland shall only be used for planting and baling of hay. No tilling or the planting crops other than hay shall occur. Bidders must bid a lump sum figure for annual cash rent payable each lease year at times specified in the lease agreement. All acreage figures given to the bidders are for convenience only. The City of Willard does not promise or warrant the acreages stated. Bidders must verify actual acres available. No adjustments in the price bid will be made either upward or downward after written proposals have been received because the actual acreage available differs from stated acreage or from the bidder's acreage determination.
2. The Operator shall pay to the City the sum of \$_____ (in numbers), _____ (in words) per year for each year specified in this agreement. The first payment is due on March 29, 2024, and each subsequent payment is to be paid on or before the 15th day of January of each successive year.
3. Bidders must complete the attached bid form and submit the same in a sealed envelope to the City Manager's Office. The envelope should be worded on the outside as "Bid for Cash Rent Farmland Lease - Airport".
4. The term of the initial lease shall be for the period of three (3) years beginning March 8, 2024, and ending December 31, 2026 and continuing thereafter for up to two additional 1 year periods, unless either party gives written notice to the other to terminate the lease, such to be given on or before September 1 of the final lease year to become effective the following March 1 of the lease term. At the expiration of each lease term, the City and the Operator shall negotiate a new yearly rental fee for the upcoming lease period. By this agreement the maximum term of the lease shall be 3 (three) years for the initial term plus two additional one (1) year periods for a total of five (5) years, which would expire on December 31, 2028, if all options are exercised.

5. The operator shall have the right and option to renew this lease for two additional one (1) year terms upon the same terms and conditions as set forth herein, provided the operator gives written notice to the City of the intention to exercise said option to renew at least sixty (60) days prior to the expiration of the term of the lease.
6. This lease shall continue in effect thereafter unless written notice of termination is given by either party to the other at least 30 days prior to the expiration of the initial lease or any additional lease period.
7. It is understood, and agreed, by City and the Operator that the City or his legal representative reserves the right to dispose of the property herein described, by sale or otherwise at any time during the specified term of this lease. In the event of such sale or disposition, the Operator shall have the right to retain possession of said premises until all crops planted by them during the calendar year in which such event occurs are harvested.
8. The Operator further covenant and agree:
 - a. To use the premises for the growing and baling of hay only.
 - b. To not commit or suffer any waste thereon.
 - c. To not use or occupy said premises for any unlawful purpose.
 - d. To use and occupy in a careful, safe and proper manner and will carefully control and guard all fires that may be operated thereon.
 - e. To prepare the land and plant such crops in a timely fashion, as weather permits and to utilize all of the available land in an efficient manner that follows normally acceptable farming practices.
 - f. To harvest and remove all hay in due season.
 - g. To keep clean, open and free from obstructions all ditches, drains and water courses and to keep them cleaned of weeds and debris.
 - ~~h. To mow roadsides and fence rows.~~
 - ~~i. To destroy all noxious weeds and grasses and nuisances in compliance with State Law.~~
 - j. To commit no waste or damage on said premises and to permit none to be done.
 - k. To retain possession of the premises during the term hereof, and not to assign or sublet any portion without the City's written consent.
 - l. That the City or legal representative, officials, engineers, and contractors shall have the right to enter the premises at any time for the purpose of maintaining any facilities contiguous thereto.
 - m. That the City or legal representative shall have the right to enter the premises at any time to view the same or show the same to prospective purchasers or tenants, or to make repairs or improvements and to permit or deny trespass at the discretion of the City.
 - n. The Operator further agrees to maintain liability insurance which will name the City as an insured under the policy.
 - o. After notice of termination is given by either party, the City or representative shall have the right to enter the premises and plow land on which no harvested crop is growing.

- p. That the Operator shall take possession of the leased premises and perform the services to be rendered hereunder as independent contractors subject to the usual hazards of operating a farm, and will assume all risk of accidents in pursuance of their farming operations or in performing repairs, maintenance and improvements.
- q. To surrender said premises at the expiration of the term of this lease or upon cancellation thereof as herein provided, without further demand or notice, in such condition as shall be in compliance with the provisions hereof.
- r. That the City shall have the landlord's lien provided by law as security for the rental herein specified, and if the Operator shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the other covenants in the lease contained, the City or representative may terminate this lease.

9. The City expressly covenants:

- a. That the Operator observing and performing the several covenants and stipulations herein contained shall peacefully hold and enjoy said premises during said term without interruption by the City, or any person rightfully claiming under him, except as herein provided.
- b. The Operator shall have the right to use the property for the production of hay subject to the following limitations:

Expenses

- 1. All materials and services related to the production of hay shall be acquired and paid for by the Operator.
- 2. No expense shall be incurred for or on account of the City without first obtaining written permission from the City.

10. The Operator shall not make alterations or improvements to the land without the written consent of the City. Consent shall be obtained by submitting a written description to the City of the proposed improvement, including its location, size, proposed use, and whether the improvement is to be severed from the property at the termination of the lease or to be left on the property, and any other information that may be required by the City. The City may approve, disapprove, require more information, or require certain modifications to the proposed improvement. The Operator's final written proposal including a clear indication of the City's assent and signed by the City shall constitute written consent. Unless otherwise agreed by both parties, approved improvements shall be at the sole expense of the Operator.

11. Failure to pay the rental of this farm at the time specified will result in this contract being null and void.

12. This entire agreement shall be binding upon the parties, their heirs, executors, administrators and assigns.

13. The Operator shall take possession of the premises subject to the usual hazards of operating a farm and assume all of the risks of accidents to the Operator and the Operator's family or agents, in pursuance of the farming operation, and in performing repairs or improvements or other actions pursuant to this lease. The Operator agrees to indemnify, defend, and hold harmless the City against any liability and/or pay for any and all damages, losses, or expenses incurred by the City in connection with leased premises, beyond that covered by insurance due to Operator's negligence or failure to perform the terms of this lease.
14. It may become necessary for the City or its contractors to enter on the property being farmed by the Operator from time to time and the Operator hereby consents to such entry. If the City causes any crop damage or any other damages which may be caused by such entry, both parties will agree to a valuation of the damage by using the fair market value of such crops, determined by the geographical area and values for such area. Once a valuation of the damage is agreed upon, the amount will be subtracted from the next year's lease payment. The Operator further agrees that any acreage which may be needed by the City at any time during the term of this lease are any extensions thereof, may be deleted and the rent being paid by the Operator shall be decreased by an amount which is proportionate to the number of acres deleted.
15. This lease shall not be deemed to give rise to a partnership relationship and neither party shall have authority to obligate the other without written consent.
16. It is further understood that both parties have read the terms and provisions of this lease agreement and have agreed to abide by the terms and provisions herein. No change to this agreement shall be effective unless it is in writing and signed by both parties.

CITY OF WILLARD

Bryson Hamons, City Manager

Date _____

Witness:

OPERATOR

(signature)

Date _____

(Printed Name)

(Address)

Phone _____

(City, State, Zip)

Witness:

FARMLAND LEASE AREA EXHIBIT

