



REQUEST FOR PROPOSALS

LEASING OF IRRIGATED LAND
PART OF NE ¼ of SECTION 35 of TOWNSHIP 52N of RANGE 11W
City of Centralia, MISSOURI

Separate sealed proposals for the LEASING OF IRRIGATED LAND PART OF NE ¼ of SECTION 35 of TOWNSHIP 52N of RANGE 11W, will be received by the City of Centralia, Missouri at the City of Centralia City Hall located at 114 S. Rollins St., Centralia, MO 65240 until [REDACTED] and then at said office publicly opened and read aloud.

Questions regarding proposals shall be directed to the City of Centralia, Missouri, City Hall phone line or by calling the Public Works & Utilities Director – Mike Forsee with the contact information for both found below.

City of Centralia, MO
114 S Rollins St.
Centralia, MO 65240
Phone: (573) 682-2139
cityhall@centraliamo.org

Mike Forsee
Public Works & Utilities Director
Centralia, MO 65240
Phone: (573) 682-2139
mforsee@centraliamo.org

INSTRUCTIONS TO PROPOSERS

PROPOSALS will be received until Friday, May 13, 2022, at 10:00 a.m. by City of Centralia, Missouri, at the City of Centralia City Hall located at 114 S Rollins St., Centralia, Missouri 65240, and then at said office publicly opened and read aloud. Each PROPOSAL must be submitted in a sealed envelope plainly marked on the outside with PROPOSER'S name and address, and

PROPOSAL FOR LEASING OF IRRIGATED LAND PART OF NE ¼ OF SECTION 35 OF TOWNSHIP 52N OF RANGE 11W

All PROPOSALS must be made on the required PROPOSAL form.

DEFINITION OF TERMS:

“OWNER” - City of Centralia

“**PROPOSER**” or “LESSEE” – Party who wishes to lease land from City

“CONTRACT” or “CONTRACT DOCUMENTS” –

Instructions to **PROPOSER & PROPOSAL** Form:

1. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the subject property shall apply to the contract throughout.
2. The OWNER shall provide to PROPOSER prior to PROPOSAL period, all information which is pertinent to, and delineates and describes, the land owned, and rights-of-way acquired or to be acquired.
3. After PROPOSALS have been submitted, the PROPOSER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.
4. PROPOSER is responsible for inspecting the site and for reading and being thoroughly familiar with the Instructions to PROPOSERS. The failure or omission of any PROPOSER to do any of the foregoing shall in no way relieve any PROPOSER from any obligation in respect to its PROPOSAL.
5. The Contract Documents contain the provisions required for the CONTRACT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the PROPOSER or relieve the PROPOSER from fulfilling any of the conditions of the CONTRACT.
6. The OWNER in its sole discretion, may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for the opening of PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No PROPOSER may withdraw a PROPOSAL within 90 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the PROPOSER.
7. PROPOSER to whom the contract is awarded will be required to execute the Agreement.
8. The OWNER upon receipt of the acceptable Agreement signed by the party to whom the Agreement was awarded, shall within a reasonable period of time sign the Agreement and

return to such party one (1) executed original of the AGREEMENT.

9. The OWNER may make such investigations as deemed necessary to determine the ability of the PROPOSER to perform the WORK, and the PROPOSER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request.
10. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such PROPOSER fails to satisfy the OWNER that such PROPOSER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein, or if the PROPOSER (in the OWNER's sole discretion) has failed to properly perform or satisfy the OWNER in any prior project.
11. PROPOSER will be required to comply with the Clean Air Act (42 U.S.C. 7506(C)); the Clean Water Act (33 U.S.C. 1368; and the Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR part 5). PROPOSER will also be required to comply with the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
12. PROPOSER agrees to the following terms and conditions of LEASING OF IRRIGATED LAND PART OF NE $\frac{1}{4}$ of SECTION 35 of TOWNSHIP 52N of RANGE 11W:
 - Location:
 - Part of NE $\frac{1}{4}$ of Section 35 of Township 52N of Range 11W.
 - 149 acres, more or less.
 - 91.6 acres, more or less, is irrigated with center pivot.
 - Rights conveyed to Lessee:
 - Farming of the ground surface for hay forage.
 - Rights not conveyed to Lessee:
 - Any activity other than farming of the ground surface for hay forage including but not limited to:
 - Hunting
 - Camping
 - Building or Construction
 - Storage of itmes not associated with farming of the ground survice for hay forage
 - Grazing
 - Dumping
 - Well drilling
 - Excavation and grading
 - Sub-lease
 - Operating of center pivot and equipment
 - Species:
 - Tall Fescue preferred. Alternatives: Alfalfa and Reed Canary Grass
 - Submit seed variety with PROPOSAL.
 - Submit how many lbs/acre going to seed.
 - Submit how many lbs.acre going to fertilize

- Submit fertilizer
 - Submit method with PROPOSAL. Acceptable methods include broadcast, drill, or hydroseed.
 - Submit intent to mulch with PROPOSAL; include type of mulch
 - Submit plant and harvest schedule with PROPOSAL
- Must be able to take up to 24" of water per year at City's will.
 - Max Application Rates:
 - ½" per hour
 - 1" per day
 - 3" per week
 - 24" per year
- Leasing PROPOSER acknowledges that the City of Centralia may irrigate zero inches per year, 24 inches per year, or between 0 and 24 inches per year. Frequency, schedule, intensity, and total inches of irrigation shall be at the City's sole discretion. Leasing PROPOSER shall work around the City's irrigation schedule.
- PROPOSER must give City 30 days' notice prior to harvesting.
- Leasing PROPOSER shall not operate any valves or equipment for irrigation equipment.
- Leasing PROPOSER acknowledges that this irrigation is wastewater effluent and not fully treated wastewater.
- Leasing PROPOSER assumes all risk when using crop from this irrigated field.
- Leasing PROPOSER is required to harvest at least twice per year.
- Leasing PROPOSER shall wait fourteen (14) days after irrigation before forage harvesting during the period from May 1 to October 31 of each year; and Thirty (30) days after irrigation before forage harvesting during the period from November 1 to April 30 of each year.
- PROPOSER is responsible for:
- Killing existing vegetation and crops
 - Establishing tall fescue
 - Fertilizing fescue
 - Harvesting fescue
 - Cut, rake, and bale
 - Removing and storage of bales
 - Storage of bales shall not affect pivot
 - Farmer has seven days after cutting to remove bales from site
 - Fixing ruts and erosion

PROPOSAL FORM

PROPOSER hereby proposes to agree to all terms and conditions of lease for the

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City of Centralia, MISSOURI

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the price stated below.

By submission of this PROPOSAL, each PROPOSER certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to its own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other PROPOSER or with any competitor.

PROPOSER agrees to pay the City of Centralia \$_____ per year for five (5) consecutive years for leasing subject property for harvesting forage.

FARM LEASE

This Lease, entered into between The City of Centralia, Missouri, a municipal corporation located in Boone County, Missouri, ("Landlord"), and _____, an individual, ("Tenant").

Witnesseth:

1. **Grant.** Landlord hereby leases unto Tenant and Tenant hereby hires and takes as Tenant, upon and subject to the terms and conditions herein set out, each of which the respective parties agree to keep and perform, the following farmland situated in Boone County, Missouri:

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2. **Term.** The term of this lease shall commence on the _____ day of June, 2022, and extend through a term of 5 years concluding on _____ day of _____, 2027.

3. **Rental.** Tenant shall pay as annual rental _____, payable in cash.

4. **Use Restrictions.** The Tenant hereby covenants and agrees as follows:

- (a). To use the premises for agricultural purposes only.
- (b). To use the ground for farming of the ground surface for hay forage with Alfalfa, Reed Canary grass, or other pre-approved seed variety.
- (c). To harvest and remove all hay grown in due season.
- (d). To keep all ditches free and clear of weeds, trash, and debris.
- (e). To keep roadsides and fence rows mowed where the same are accessible.
- (f). To destroy all noxious weeds and nuisances in accordance with state and local laws.
- (g). To commit no waste or damage nor permit waste or damage on the premises.
- (h). To cut no living trees without the prior written consent of Landlord.
- (i). To protect and care for all buildings and improvements on the premises and maintain the same in such state of repair as at the time of the signing of this lease, reasonable wear and tear excluded.
- (j) All other terms as set forth in the Advertisement for PROPOSALS not in contradiction with other express terms in this agreement shall herein be incorporated into this agreement as if fully set forth herein.

5. **Liability of Landlord.** It is expressly understood and agreed that Landlord shall incur no expense whatsoever in operating and maintaining the premises described herein nor in producing any hay grown thereon or hauling the same to the place of delivery. Nothing

contained herein shall be construed as creating a partnership, joint venture, or any other relationship between the parties other than that of Landlord and Tenant. Landlord is not responsible or liable for any loss, claim, damage, or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord. Nothing in this lease agreement is intended to act as a waiver of sovereign immunity, Eleventh Amendment immunity, or any other defense or immunity available to public entities in the state of Missouri.

6. *Entry onto Premises.* Landlord shall have the right to enter the premises at any reasonable time to view or inspect the same or to show the same to prospective purchasers or tenants, or to make any repairs or improvements deemed necessary by Landlord.

7. *Assignment and Subletting.* This lease shall not be assigned nor shall the land or any part thereof be sublet; nor shall the land be used or permitted to be used, for any purpose other than as is above provided, without the written consent of Landlord.

8. *Surrender on Termination.* Tenant shall deliver peaceful possession of the premises to Landlord upon termination hereof for any reason and shall be liable for double rent if Tenant holds-over beyond the expiration of this Lease.

9. *Termination by either party.* This lease may be terminated by either party at any time by the terminating party giving the other party ninety (90) days written notice of the election to terminate the lease. If Landlord terminates the Lease under this paragraph, then, at the option of Tenant, Landlord shall pay to Tenant the appraised value of the crop as then and there planted at the time Landlord gives Tenant notice of its intent to terminate the lease under this paragraph.

10. *Termination by Landlord.* If any default is made in the payment of rent or any part thereof at the time provided, or if Tenant assigns or subleases, or abandons or vacates the land, or if after ten (10) days' written notice setting forth the default, default shall continue by Tenant in the performance of any other covenant, term or condition to be performed by Tenant, Landlord shall have the right to reenter and take possession of the land and Tenant upon written demand shall peacefully surrender possession thereof to Landlord, and all rights and interests of Tenant to possession and control hereunder shall cease and terminate, but nothing herein contained shall affect Landlord's right to the rental for the term herein specified. Upon taking possession hereunder Landlord may, at his election, terminate and end this lease upon giving Tenant written notice thereof, or Landlord may re-let the property and Tenant shall be liable for and will pay as it accrues the difference in the rental for the balance of the term.

11. *Mechanic's Liens.* Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf do not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens.

12. **No Constructive Waiver.** No waiver of any right to reenter or terminate, by acceptance of rent or otherwise, shall waive any subsequent right to reenter or terminate for any subsequent breach of any covenant, term or condition of this lease.

13. **Court Action.** The parties agree that this lease shall be interpreted under the laws of the Boone State of Missouri, and further that all court action regarding this lease shall take place in County, Missouri. If the Landlord is required to place this lease into the hands of an attorney for collection or enforcement of its terms, Tenant shall be responsible for Landlord's costs and reasonable attorney's fees, the same being treated as additional rent.

14. **Notice.** Any notice or demand provided for herein may be given to the party to be served by personal service or by registered or certified mail addressed to Landlord at The City of Centralia, Attention: City Administrator, 114 South Rollins Street, Centralia, MO 65240, with a copy to Cydney Mayfield, Mayfield Law Office, 12402 Hwy 135 Pilot Grove MO 65276 or to Tenant at [REDACTED], or to such other address as either may from time to time file in writing with the other.

15. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

16. **Definitions.** Whenever the word "Landlord" is used herein it shall be construed to include the heirs, successors, assigns and personal and legal representatives of Landlord; and the word "Tenant" shall include the heirs, successors, assigns and personal and legal representatives of Tenant; and the words "Landlord" and "Tenant" shall include the singular and plural, and the individual or business organization: subject always to the provisions herein contained, as to assignment or subletting.

IN TESTIMONY WHEREOF, the parties have hereunto affixed their signatures on the day and year indicated below.

LANDLORD:

TENANT:

City of Centralia

{PRINTED NAME}

Mayor Chris Cox

Signature

Attest:

City Clerk Tara Strain

DATED: _____

DATED: _____