

**2016
City of Mt. Pleasant
AIRPORT FARMLAND LEASE
REQUEST FOR QUOTES**

I) General Statement

The City of Mt. Pleasant is seeking bids for the lease of approximately 100 acres of farmland located on the City of Mt. Pleasant Airport property for farming hay. The lease area is shown on the attached map (Exhibit A).

The premises are to be used by the tenant exclusively for the purposes of farming hay and conducting related commonly accepted and sound farmland management practices. Prospective tenants are responsible for examining and inspecting the site and land as the bid will not be contingent upon land farming quality, and that the tenant awarded the bid will take possession of the premises in its "as is" condition, and agrees to maintain the premises in its present condition or better. Bidders must contact the City to make arrangements for visits to the property.

The term of the lease will be from January 1, 2017 to December 31, 2020.

II) Services and Responsibilities of the Tenant

The tenant shall comply with the following at its own expense, and the tenant will also adhere to generally accepted agricultural practices and standards and be in compliance with all applicable laws and rules and regulations.

- A) The tenant will not plant hay closer than sixty feet (60') to the paved and grass runways and taxiways.
- B) The only allowable crop is hay.
- C) The tenant will avoid dusty operations during airplane approach times.
- D) The tenant will not work in front of airplane approach zones during airplane approach or departure times.
- E) The tenant shall routinely remove any equipment from the premises not in use in a specific agricultural function performed on the premises. The premises shall not be used for storage of agricultural equipment, implements, vehicles, or the tools not actively used in raising crops grown or to be grown on the premises, or to perform other duties and functions specified in this agreement.

- F) The tenant shall maintain annual records of chemicals and herbicides used on the leased crop ground. These records shall be in compliance with the Department of Agriculture's rules and guidelines for record keeping of restricted use pesticides and herbicides, and copies of all such records shall be sent to the City quarterly.
- G) The tenant shall be responsible for and may apply for or accept a land use subsidy, crop insurance, or other programs administered by the U.S. Department of Agriculture for any of the premises. Excluded from this provision are benefits for leaving land fallow.
- H) The tenant shall remove hay bales daily. Bale storage on airport property may be available with prior approval from Airport Manager.
- I) The tenant shall stay off Runway and Taxiway at all times.

The tenant shall not:

- A) Pasture or hold any livestock or herd animals on the premises.
- B) Plow, till, or plant any land within sixty feet (60') of paved or grass runways or within sixty feet (60') of buildings or navigational aids.
- C) Produce any illegal crop or other illegal substance on the premises. This is to include any marijuana, licensed or unlicensed. Violation of this provision may lead to immediate termination of this Agreement and/or other legal action by the Lessor.
- D) Dump, rinse, or flush sprayers and other equipment used in the application of insecticides, herbicides, fertilizers or other chemicals used in the crop production process on the leased ground site. Nor shall any waste insecticides, herbicides, fertilizers or other chemicals be drained, discarded, buried or disposed of on the premises in any manner.
- E) The tenant shall neither assign nor sublet the premises without the advanced written consent of the City.
- F) The tenant shall not hunt the leased land.

The tenant shall be liable for any damage to the premises caused by actions of the tenant, tenant's employees or tenant's guests or by any casualty insured under the tenant's insurance policy. The successful bidder will be required to sign a contract with the City that includes insurance requirement.

III) Submittals

Each response to this request for quotes for the farming of airport land must include the following:

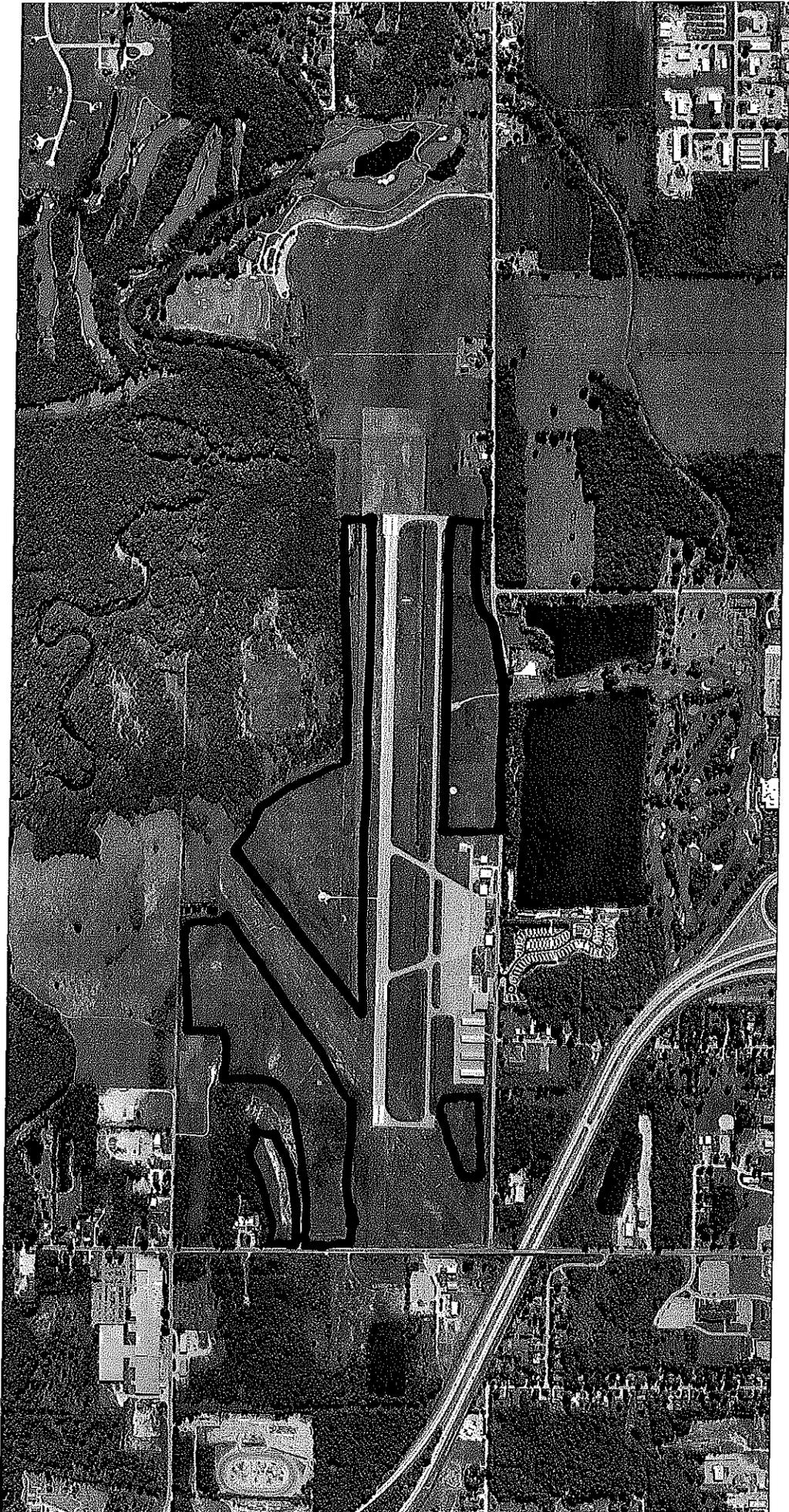
- A) Completed proposal form, signed and dated, indicating the rent price per month.
- B) A description of any special requirements that are required by the farm operator in order to participate in this program.

IV) Basis of Selection

Each of the completed quotes that are received will be evaluated in order to select the quote that is most advantageous to the City of Mt. Pleasant.

V) Project Time Table

The responses to this request for quotes are due at the Division of Public Works Office, 1303 N. Franklin Street, Mt. Pleasant, Michigan, 48858, no later than 4:30 p.m. on Tuesday, December 6, 2016.



City of Mt. Pleasant, Michigan

ADMINISTRATIVE MEMO NO 8-78

Issued: October 10, 1978

Revised: June 21, 1989

Subject: **MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS**

Summary Statement

The provision of adequate insurance by persons and businesses working for the city or on street right-of-way is essential to protect the public from the costs of injury or damage and to protect the city from unnecessary liability resulting from the acts of persons and businesses working for the city. Minimum insurance requirements are needed to provide this protection.

Memo

Persons or businesses which provide professional services to the city under the terms of a written contract or provide labor and/or material to accomplish work for the city or for others on or over street right-of-way or other city property shall carry insurance and bonds to protect the public and the City from exposure to unnecessary financial risks.

Prior to signing of contracts, issuance of purchase orders or permits, or other authorization to begin work, certificates of insurance evidencing the purchase of insurance in amounts not less than required by the Administrative memo or bid specifications, whichever is greater, shall be filed with City Clerk. Such certificates shall:

- a. Show that the insurance is currently in force and termination date of each policy.
- b. State the limits of liability of the policies covered by the certificate.
- c. Show that the City of Mt. Pleasant is to be specifically named in policy as an "additional insured" and should be issued to the City of Mt. Pleasant as the certificate holder.
- d. Provide that the City will receive not less than 10 days written notice of the cancellation of any listed policy.
- e. Be issued in the name of an insurance company authorized to conduct business in the State of Michigan.

Required bonds shall be filed with the City Clerk prior to the signing of contracts or other authorizations to proceed with work.

Insurance and bonds shall meet or exceed the following requirements. Exceptions to recognize more or less hazardous operations and financial risks should be considered and with approval of the City Manager may be made in specifications or contract requirements prior to awarding contracts or issuing purchase orders.

INSURANCE REQUIREMENTS

Type	Limit of Liability	Required of: City Contractor	Contractor On R-O-W
Worker's Compensation and Employer's Liability	Statutory Coverage B \$100,000	X	X
Public Liability (including products and completed operations liability)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each accident	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Automobile Liability (including hired cars and automobile non-ownership)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each occurrence	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Additional Insured Clause	City of Mt. Pleasant to be specifically named in policy as an "additional insured"	X	X
Excess Liability (Required unless risk occurrence is nominal)	\$1,000,000 each	X	

Persons or businesses engaged to provide labor and material in an amount in excess of \$10,000, or who will receive partial payments as work progresses will provide labor, performance and material bonds equal to the value of the work being performed. Such bonds are not required where the work to be done is of a type in which the failure to perform will not adversely affect the city's ability to function or increase the city's cost of completing the work.