



**INSTRUCTIONS TO BIDDERS FOR  
LEASE OF HUESTON FARM AND FOREST  
PRESERVE FARMLAND YEARS 2021, 2022  
AND 2023**

**Bid Form**

Bidders shall use the official lease and bid form format provided by the MetroParks of Butler County. To submit a bid, prospective tenant farmers shall complete the blanks of the official bid form with the necessary information representing the terms of his/her/their proposal which, if accepted by the Board of Park Commissioners (The Board), will become the terms of a rental contract between the landlord (MetroParks) and Tenant (successful bidder). The actual contract, when awarded, will have the same terms and conditions as shown on the bid forms submitted by the successful bidder.

**Basis for Award**

The Board will base its selection of a bidder on its opinion of the highest and best bid (proposal) received for the entire farm acreage rather than for individual fields. The Board reserves the right to reject any and all bids and to waive any irregularities in the bidding process. The Board also reserves the right to contract with the next highest and best bidder if the first-ranked bidder fails to make the initial payment and/or enter into contract within 10 days of the notice of the award.

**Addressing and Labeling of Bid**

All bids shall be sealed in envelopes labeled "Hueston Farmland Bid 2021, 2022 and 2023" and shall be delivered to the Administrative Offices of the MetroParks of Butler County, 2051 Timberman Road, Hamilton, Ohio 45013, not later than 10:00 a.m., local time on Friday December 4, 2020. Bids received after that time and date shall not be considered. Electronic submissions will not accepted

All bids received will be opened and read aloud immediately following the bidding deadline. The Board of Park Commissioners is expected to officially select the highest and best bid at the monthly January 2021 board meeting at its regular meeting. Official notice of award will be made thereafter.

**Pre-bid Meeting/Tour Available**

Interested parties may view the farm fields to be rented during a non-mandatory pre-bid meeting. The property is not otherwise open to the public. A tour of the farm fields is scheduled for 10:00 am local time on Monday, November 30, 2020. Prospective bidders interested in visiting the property should gather at the intersection of Hueston Road and Taylor School Road and will be met by a MetroParks staff member who will lead the tour. Field maps will be available at the pre-bid meeting and in the bid package available at the MetroParks Administrative Offices and website.

**Additional Questions or Information**

Bidders should address all questions in writing to Tony Carpenter, Supervisor of Operational Services, 2051 Timberman Road Hamilton, Ohio 45013 email at [tcarpenter@yourmentroparks.net](mailto:tcarpenter@yourmentroparks.net) for additional information.



## Cash Farm Lease

### OFFICIAL BID FORM

Bidders shall complete the blanks in the form below, sign and date, please print or type. Then seal in an envelope, label, address and send to the MetroParks such that the bid will be delivered before the established deadline. For more information, see *Instructions to Bidders*.

**Landlord:** MetroParks of Butler County, 2051 Timberman Road, Hamilton, Ohio 45013 and

**Bidder (Tenant):** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **I. Property Description**

The landlord hereby leases to the tenant, to occupy and for tenant's use for agriculture, approximately 208 total acres of land in Hanover Township, Butler County, Ohio in field parcels A, B, C, D, E, F, and G as depicted on Exhibit A, which is hereby made a part of this agreement, with all improvements thereon except use of any existing structures, if any. Landlord reserves to itself all fishing, hunting, trapping, other recreational usage rights as well as the right to use the leased property for any commercial purpose other than agriculture. Tenant and landlord acknowledge and accept that field acreage estimates presented herein, while believed to be accurate, have not been determined by survey and are approximate. Tenant and landlord agree that for the purposes of this agreement both parties are satisfied with acreage estimates set forth herein and shall not seek adjustment of rent during the term of the agreement based on any determination to the contrary.

#### **II. General Terms of Lease**

- A. Time period covered.** The provisions of this agreement shall be in effect for three growing seasons, commencing on the 1<sup>st</sup> day of January, 2021. This lease shall expire on the 31<sup>st</sup> day of December, 2023. Tenant shall receive no reimbursement or payment for work undertaken by tenant to prepare the fields after the 2023 harvest for the 2024 growing season nor shall tenant receive reimbursement or compensation for materials purchased for the 2024 growing season in anticipation of a renewal or extended tenure of this lease.
- B. Amendments and alterations.** Any amendments and or alterations to the lease not otherwise be provided for in these specifications shall be mutually agreeable in writing and shall be signed by both the landlord and tenant.
- C. No partnership intended.** It is particularly understood and agreed that this lease shall not be deemed to be, nor intended to give rise to, a partnership relationship between the parties thereof.



**D. Development of property.** Landlord reserves the right to withdraw acreage from the lease during the term of this agreement for the development of a public park. If the landlord should decide to withdraw acreage, tenant will be notified by October 1<sup>st</sup> of the calendar year previous to the withdrawal. Should this be done, tenant will be reimbursed by the landlord for any expenses already incurred to prepare the withdrawn land for the following crop year. Should Landlord withdraw 25% or less of the acreage, the lease for the balance of the land shall remain in effect. Should Landlord withdraw more than 25% of the acreage, Tenant shall have the option within 30 days of the date of the withdrawal notice to terminate the lease contract for the balance of the land and duration of the lease contract with no penalty.

**E. Right of entry.** The Landlord, reserves the right for its agents, employees and guests to enter the leased property at any reasonable time to:

- (a) consult with the Tenant;
- (b) make repairs, improvements, and inspections;
- (c) after notice of termination of the lease is given, do tilling, seeding, fertilizing, and any other customary seasonal work, none of which shall interfere with the tenant in carrying out Tenant's regular farming operations;
- (d) upon coordination with Tenant, conduct public recreational or educational programs, none of which shall interfere with Tenant's farming rights assigned in this lease agreement.

**F. No right to sublease.** The Landlord does not convey to the Tenant the right to lease or sublet any part of the leased property or to assign the lease to any person or persons whomsoever without written prior approval of Landlord.

**G. Binding on heirs.** The provisions of this lease shall be binding upon the heirs, executors, administrators, and successors of both Landlord and Tenant in like manner as upon the original parties, except as provided by mutual written agreement.

**H. Bid Security.** A Certified check or bid bond in the sum of ten percent (10%) of the first year's total amount of the bid price shall be submitted with each bid as a guarantee that if the bid is accepted, a contract will be entered into between the successful bidder and MetroParks. Bid security shall be retained as liquidating damages if the successful bidder fails to enter into a contract as specified in these Contract Documents. Bid bonds or certified checks will be returned to the unsuccessful bidders upon award and execution of the contract. The bid security of the successful bidder will be returned after a contract has been entered into.

**I. Non-collusion Affidavit.** Each bid shall be accompanied by a non-collusion affidavit executed on the form provided herein.

**J. Withdraw of Bid.** No bids shall be withdrawn within thirty (30) days of the scheduled time for the opening of bids. The Board of Park Commissioners reserves the right to review and evaluate all bid proposals for a period of thirty (30) days.

**K. Award Criteria.** The Board reserves the right to reject any or all bids or to accept any bid which may be deemed to be in the best interest of MetroParks. Thus, the contract may be awarded to the bidder with the highest and best bid, as determined by the Board, regardless of whether or not it is the highest bid. All bids received after the closing date and hour specified will be returned unopened to the bidder.



### III. Land Use

**A. General provisions.** The land described in Section I will be used in approximately the following manner:

1. **Cropland:** \$ \_\_\_\_ Unit Price per \_\_\_\_ Acres in field parcels labeled\*: \_\_\_\_\_.
2. **Permanent pasture:** \$ \_\_\_\_ Unit Price per \_\_\_\_ Acres in field parcels labeled\*: \_\_\_\_\_.
3. **Other:** \$ \_\_\_\_ Unit Price per \_\_\_\_ Acres in field parcels labeled\*: \_\_\_\_\_.
4. **Total:** \$ \_\_\_\_ Unit Price per \_\_\_\_ Acres in field parcels labeled\*: \_\_\_\_\_.

If it is impractical in any year to follow the land use plan above, appropriate adjustments may be made by mutual written agreement between the parties.

- B.** Tenant shall manage land in a method that complies with all USDA/NRCS conservation plans presently in place and will keep all waterways and other conservation structures in good repair.
- C.** The Tenant shall report all cropping records to the Farm Service Agency, annually.
- D.** At all times while this Lease remains in effect, Tenant, at its sole cost and expense, shall keep in full force and effect comprehensive general liability insurance with respect to all of the leased property and use thereof in the amount of at least \$2,000,000.00 per occurrence for incidents of bodily injury, death and/or property damage, or any combination of a comprehensive general liability and an umbrella policy totaling \$2,000,000 insurance per occurrence. Landlord shall be named as an additional insured thereon. A copy of a certificate of insurance evidencing the existence of this insurance coverage shall be delivered to Landlord at the time Tenant signs the Agreement.
- E.** The proceeds from any government farm program relating to the leased land will be paid directly to the Tenant. Landlord shall assist tenant in completing any necessary applications or documents for such farm programs in a timely manner.
- F.** Tenant will indemnify, defend and hold harmless Landlord, its officers, commissioners, agents, employees, volunteers, successors and assigns, from and against any and all liabilities, damages, claims, liens, causes of action, losses, demands, costs and expenses of every kind and nature (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") arising in any manner out of the use of any leased property by Tenant. This indemnity obligation shall survive the expiration or earlier termination of this Agreement. The Landlord will/does not accept responsibility for any accidents or losses that occur as a result of farming activities.



**IV. Amount and Payment of Rent**

**A. Cash rental rates.** The tenant agrees to pay as cash rent for **Entire Farm** property (total acreage) as described above.

**Amount of Cash Rent:** \_\_\_\_\_ Total Per year\*

**B. Rental payment.** The annual cash rent shall be paid as follows. Rent is due at the times noted below and is payable without demand.

10% of total, on or before 1<sup>st</sup> day of February each year    Amount \$ \_\_\_\_\_  
90% of total, on or before 1<sup>st</sup> day of December each year    Amount \$ \_\_\_\_\_

\* See map attached as Exhibit A

**V. Operation and Maintenance of Farm**

In order to operate this farm efficiently and to maintain it in a high state of productivity, the parties agree as follows:

**A. The tenant agrees:**

**1. Land use.** Not to:

- a) plow areas identified in the lease or attached Exhibit A as pasture or meadowland; and
- b) cut standing trees, alive or dead, or remove wood there from for any reason without the written prior consent of the Landlord; and
- c) pasture new seedlings of legumes and grasses in the year they are seeded without consent of the Landlord; and
- d) litter the property or place on the property garbage, household waste, or farm debris not generated onsite as part of the uses provided for in this agreement; and
- e) use the property for any commercial or business purpose other than for agriculture.

**2. Equipment Storage.** Not to house automobiles, trucks, tractors, or other equipment for more than 15 days on the property, or otherwise violate storage restrictions for hazardous chemicals in the Landlord's insurance policies without written consent from the Landlord.

**3. Noxious weeds.** To use diligence to prevent noxious weeds from going to seed on the farm. Treatment of noxious weed infestation and the cost thereof shall be the responsibility of the Tenant.

*\*assumes no land has been withdrawn by Landlord*



**4. Addition of improvements.** Not to:

- a) erect or permit to be erected on the farm any non-removable structure or building; and
- b) incur any expense to the Landlord for any purpose without Landlord's prior written agreement.

**5. Conservation.** To control soil erosion; keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure such structures.

**6. Damage.** When leaving the farm at the conclusion of the Lease Agreement or termination, to pay the Landlord reasonable compensation for any damages to the property for which the tenant is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of the Tenant are excluded.

**7. Costs of operation.** To pay all costs of farming operations including costs of establishing hay or pasture seedlings or of applying lime, fertilizers, pesticides, or herbicides. During the term of the lease on land covered by the lease.

**B. Both parties agree:**

**Not to obligate other party.** Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the written consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.

**VI. Arbitration of Differences/Termination**

Except as may be otherwise mandated by state law or regulation and/or any condition which would violate the deed restrictions on the leased property or the terms under which Landlord received funding to acquire the leased property that mandate that the property shall be used for agricultural and conservation purposes only, any differences between the parties as to their several rights or obligations under this lease that are not settled by mutual agreement after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and to the third by the two thus selected. The committee's decision shall be accepted by both parties.

Should conditions arise which would violate the deed restrictions on the leased property or the terms under which Landlord received funding to acquire the leased property that mandate that the property shall be used for agricultural and conservation purposes only the Landlord shall notify Tenant in writing of the violation. Tenant shall have ten days following receipt of notice to cease such violation. If tenant fails to cease the violation in the ten-day period this agreement shall terminate and tenant shall peacefully vacate the property, make immediate payment to Landlord of the balance of the rent due during the remainder of the lease contract and shall forfeit rights to any crops planted on the lease property, but not yet harvested.



**Bidder's Commitment**

Bidder (potential tenant): \_\_\_\_\_  
(Please Print Name)

Bidder's Address: \_\_\_\_\_

Bidder's Phone and Email Address: \_\_\_\_\_

I/we submit the preceding bid and agree to enter into contract and make the necessary initial payment noted herein within 10 days of receipt of a notice of award and acceptance of my/our bid proposal by the MetroParks.

\_\_\_\_\_  
(Signature)

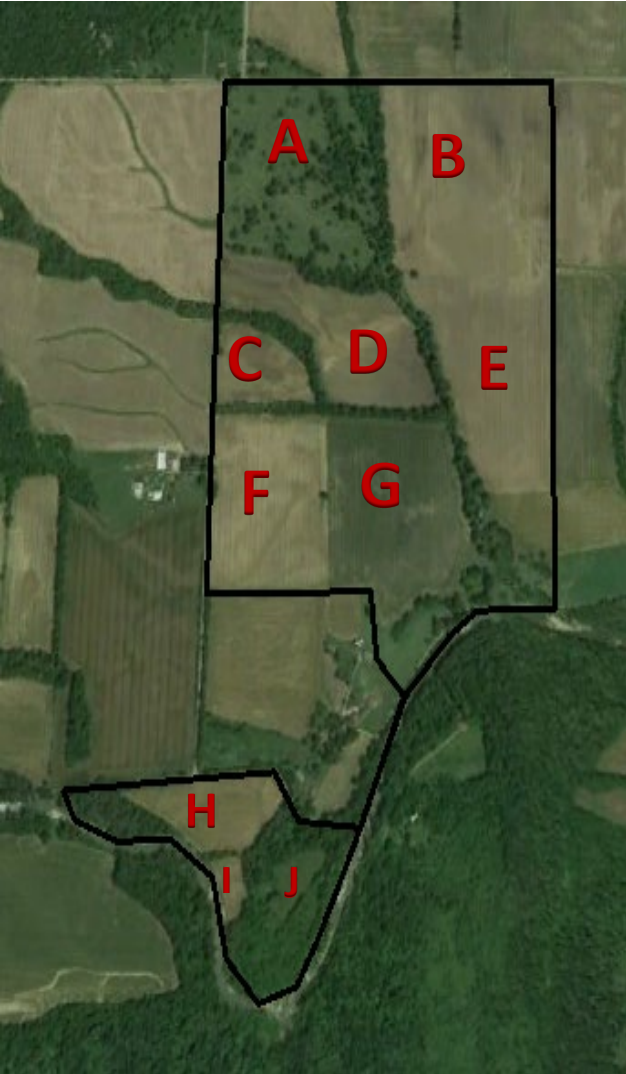
\_\_\_\_\_  
(Date)



**Exhibit A: Hueston Farm  
Field Map**

**Taylor School Road**

**Hueston Road**



**Hueston Farm and Forest Preserve**

- A:** Pasture: 40.3 acres
- B & E:** Crop: 75.3 acres
- C:** Crop: 8 acres
- D:** Crop: 21.7 acres
- F & G:** Crop: 54 acres
- H:** Crop: 6 acres
- I:** Hay: 1.4 acres
- J:** Hay: 1.4 acres

**Approximate total acres: 208**

\*Acreages calculated from aerial photos and are approximations only. Please visit the website before placing a bid based on these approximations.





**BID SECURITY FORM  
BID BOND**

We, the undersigned, are held and firmly bound unto MetroParks of Butler County, State of Ohio, in the sum of \_\_\_\_\_ Dollars \$\_\_\_\_\_), for payment of which will and truly to be made, we hereby jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Signed and sealed by us, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The conditions of this obligation are such that if the proposal attached hereto is accepted and the contract awarded to the bidder,

\_\_\_\_\_  
\_\_\_\_\_

named therein and the said bidder shall, within ten (10) days after such award is made, enter into a contract, on the form hereto attached and give proper bond and insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

\_\_\_\_\_  
(Bidder)

By: \_\_\_\_\_

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

N.B. - The above bond must be signed by the principal and sureties before the bid is offered, or in lieu of such bond, the bidder shall deposit with the proposal a certified check, payable to the order of MetroParks of Butler County.



**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being first duly sworn as provided as law, deposes and says:

1. His/her name is \_\_\_\_\_  
and he/she resides at \_\_\_\_\_  
and his/her office is at \_\_\_\_\_

2. He/she makes this affidavit with the knowledge and intent that it is to be filed with the Board of Park Commissioners of MetroParks of Butler County (herein after referred to as "MetroParks") and that it will be relied upon by the Board of Park Commissioners of said MetroParks in any consideration which it may give to and any action which it may take with respect to this/these proposal(s).

3. He/she makes and is authorized to make this affidavit on behalf of:  
\_\_\_\_\_

(Name of Corporation, Partnership, Individual, etc.)  
a \_\_\_\_\_, formed under the laws of \_\_\_\_\_ of which he/she  
(Corporation, Partnership, etc.) (State)  
is \_\_\_\_\_  
(Sole Owner, Partner, President, etc.)

4. Neither the undersigned nor any other person, firm or corporation, named in above Paragraph 3 nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this/these proposal(s) by MetroParks; also, that no employee therein, or any officer of MetroParks is directly or indirectly interested therein.

5. The undersigned certifies in connection with this/these bid(s) or proposal(s) that:  
a. The price in this/these bid(s) or proposal(s) has been independently arrived at without collusion with any other bidder or offerer or with any competitor:  
b. Unless otherwise required by law, the price in this/these bid(s) or proposal(s) has not been knowingly disclosed and will not be knowingly disclosed prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor; and  
c. No attempt has been or will be made to induce any other person or firm to submit or not to submit a bid or proposal.

6. The affiant certifies that he has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

\_\_\_\_\_  
(Affiant)

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Notarial Seal)

\_\_\_\_\_  
(Notary Public)