

City of Rock Falls Haying Lease 2016

Bid Packets Available: March 7th, 2016

Bid Opening: 10:30am March 25th, 2016

Office of the City Clerk

603 West 10th Street

Rock Falls, Illinois 61071

**BID SPECIFICATION – LEASE OF REAL ESTATE
FOR HARVEST OF HAY**

The City of Rock Falls plans to lease certain parcels of real estate owned by it in the Rock Falls Industrial Park for the year 2016/2017 for the purpose of harvesting hay from the grasses or other plants growing on said parcels. The following terms and conditions apply to and shall become part of the bid, when submitted:

1. The parcels of real estate upon which hay harvest is permitted are identified on the attached assessment map listed as Parcels No. 11-34-251-004 (2 parcels)
11-34-276-023
11-34-276-015
11-35-152-009
2. The total acreage is approximately 17.8 acres.
3. Bids must be submitted on the prescribed form, which is a part of these specifications. All blanks in the form must be filled in, and the bid signed (with the spelling of the bidder's name printed in non-cursive print) in ink. A bid must be accompanied by bid security in the amount of \$500.00 in the form of cashier's check, payable to City of Rock Falls, or irrevocable letter of credit, running to the benefit of the City in form as required by the City, to guarantee that the terms of the bid, if accepted, will be performed. Bid security for bids not accepted will be returned following awarding of the bid and acceptance of the contract. Bids may not be modified after submitted, and cannot be withdrawn after 10:30 a.m. CST on March 25th, 2016.
4. A Bid must be submitted in an opaque, sealed envelope on or before March 25th, 2016 at 10:30 am CST. Bids will be publicly opened at 10:30 a.m. CST on that date at the office of the City Clerk, 603 West 10th Street Rock Falls, IL 61071.

5. The successful bidder shall be required to execute a lease in the form as attached hereto on or before April 1, 2016. The term of the lease will be from April 1, 2016 through November 30, 2017.

6. The terms of the lease will permit the harvesting of hay from the parcels, as available, during the term of the lease, provided that the successful bidder shall also comply with ordinances and covenants governing the use of lots within the City of Rock Falls Industrial Park pertaining to and controlling the mowing and height of grasses growing in proximity to streets, utility poles, fire hydrants and other fixed works.

7. Any payment to be made by the bidder as compensation for the lease of the real estate will be due and payable in full on April 1, 2016. All hay harvested by the successful bidder shall be the property of the bidder, and the bidder shall be entitled to all compensation received from any sale of hay.

8. The City reserves the right to terminate the lease during the lease year at any time upon the giving of not more than 15 days notice to the Lessee, and to withdraw any part or all of the real estate from further harvest of hay following the termination notice. In the event that the Notice to Terminate is given prior to the time that the Lessee has harvested any hay from any of the parcels, then, upon giving of the notice, the City will refund to the Lessee a proportional amount of the lease payment made by Lessee in the same ratio as the amount of real estate withdrawn and subject to the notice of termination bears to the total amount of real estate. If the termination notice is given after Lessee has harvested one crop of hay from any part of the real estate, then upon the giving of the Notice of Termination, City will refund to Lessee an amount equal to one-half (1/2) of the amount calculated as above. In the event that the bidder, after notification that it is the successful bidder, fails to execute the lease agreement or fails to pay the amount of rent on or before the time required by these specifications, then such failure shall be deemed a default by the bidder, and the City shall be entitled to keep the bid security, and to make an award of the contract to the next responsible bidder, determined in the discretion of the City.

9. The City reserves the right to reject any and all bids, and reserves the right to waive any informality in any bid.

Exhibit 1



Bid Form

The undersigned hereby submits a bid to the City of Rock Falls for the lease of real estate for the purpose of the harvesting of hay from the City of Rock Falls, upon the real estate described as Parcels No.:

11-34-251-004 (2 parcels) 11-34-276-015

11-34-276-023 11-35-152-009

All in accordance with the bid specifications as follows:

I hereby agree to pay the amount of \$_____ per year as rent for the lease of said real estate.

I certify that I have received a copy of the bid specifications including the form of lease to be signed, and that I am not disqualified from submitting a bid for the use of public real estate for any reason.

Bid security in the form of cashier's check / letter of credit in the amount of \$500.00 is submitted with this bid.

Dated: _____, 2016

Bidder

Printed Name

Address

Phone

LEASE OF REAL ESTATE

This Agreement is dated this ____ day of April, 2016, by and between the CITY OF ROCK FALLS, ILLINOIS, a municipal corporation, 603 W. 10th Street, Rock Falls, Illinois 61071 (Lessor) and _____, of _____, Illinois (Lessee) as follows:

1. Lessor hereby leases and lets to Lessee, and Lessee hereby leases and rents from Lessor, for the term from April 1, 2016 through November 30, 2017 the following described real estate situated in the City of Rock Falls, Whiteside County, Illinois:

11-34-251-004 (2 parcels)

11-34-276-023

11-34-276-015

11-35-152-009

Said parcels are depicted on the map attached hereto labeled as "Exhibit 1", which is incorporated into and made a part of this lease.

2. Lessee shall pay to Lessor as rent for the lease of the premises the sum of \$_____ payable on or before April 1st 2016. Failure of Lessee to make payment at said time shall entitle Lessor to immediately declare this Lease null and void, and to proceed to re-let the premises to such other persons upon such terms and conditions as Lessor deems appropriate. Lessee shall remain liable and responsible to reimburse Lessor for any damages suffered by Lessor as the result of failure by Lessee to make the payment and the re-letting of the premises by Lessor even if said re-letting is for a lesser amount.

3. The Lease is for the sole purpose of permitting the Lessee to harvest hay from the grasses and other plant material growing upon the leased premises, and no other use of the real estate will be permitted. Any hay harvested by the Lessee shall be the property of Lessee and Lessee shall be entitled to all proceeds from any sale or other disposition of said hay.

4. In addition to the right to harvest hay, Lessee assumes the responsibility for maintaining the leased areas in accordance with the requirements of the City of Rock Falls Municipal Code and applicable covenants governing the growing of grasses within the Rock Falls Industrial Park, including the mowing of said grasses to heights as required and at frequencies as required. A copy of said Municipal Code and applicable covenants shall be supplied to Lessee at Lessee's request.

5. In order to guarantee compliance by Lessee with the requirements of the Rock Falls Municipal Code and applicable covenants, governing the height and cutting of grasses within the Rock Falls Industrial Park, Lessee has delivered to Lessor a bid security in the form of cashier's check/ letter of credit in the amount of \$500.00, and said security shall be held by Lessor until conclusion of the Lease. If at anytime during the term of the Lease, Lessee shall fail to comply with the terms and provisions of the Rock Falls Municipal Code and applicable governing covenants governing the cutting and height of grasses growing within the industrial park, and such failure continues after five (5) days written notice from Lessor sent to Lessee at the address stated above, Lessor may proceed to cut grasses by any means deemed appropriate by Lessor, and the cost thereof shall be deducted by Lessor from the bid security supplied by Lessee. At the conclusion of the Lease, any remaining amount of the bid security not utilized by Lessor for the grass cutting costs and expenses shall be refunded to Lessor, or the Letter of Credit shall be released for any amounts not drawn thereon.

6. This Lease shall terminate automatically without further notice or demand on November 30, 2017, and Lessee shall surrender possession of the premises to the Lessor at such termination date.

7. In the event of any action instituted by Lessor to collect any amounts due and owing from Lessee hereunder, or to enforce any provisions of this agreement, the Lessee shall pay and reimburse to Lessor the reasonable attorney fees incurred by Lessor in such action.

8. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Lessee.

9. Lessor covenants and agrees that the signature hereon by the City Administrator of the City of Rock Falls constitutes the valid and binding obligation of the Lessor to this Agreement.

10. Lessor reserves the right to terminate this Lease prior to the stated termination date as to all or any part of the real estate by written notice to Lessee given 15 days in advance of the date of termination. If the Lessor exercises the right to terminate, then Lessor shall refund to Lessee a part of the amount of rent paid by Lessee calculated as follows:

(a) If the termination notice is given prior to the harvesting of any crop of hay by Lessee, then the amount of the refund shall be an amount determined by multiplying the total rent paid times a fraction, the numerator of which is the number of acres to which the notice of termination applies and the denominator of which is 17.8.

(b) If the termination date is after the Lessee shall have harvested one crop of hay from all or any part of the premises, then the amount to be refunded shall be equal to one-half (1/2) of an amount determined by multiplying the total rent paid by Lessee times a fraction, the numerator of which is the number of acres to which the notice of termination applies and the denominator of which is 17.8.

Refunds shall be paid by Lessor within ten (10) days following the effective date of the termination.

City of Rock Falls, Illinois, Lessor:

Lessee:

By: _____

City Administrator

Printed name of Lessee