

MERCER COUNTY
BOARD OF COMMISSIONERS

Information to Bidders
For

FARM LEASE

Including County Home & Bunge Park Farm

Bid Opening Date: February 14, 2012 at 10:00 a.m.

Board of Mercer County Commissioners
Central Service Building
220 West Livingston Street, Rm. A201
Celina, Ohio 45822

Phone: (419) 586-3178; Fax: (419) 586-1699
e-mail: commissioners@mercercountyohio.org

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INVITATION TO BID

The Board of Mercer County Commissioners invites you to bid on the agricultural lease of the following farm land parcel(s).

Approximately 253.5 acres near the Mercer County Home being tracts of land situated in Section 3, Town 6 South, Range 2 East in Jefferson Township, Mercer County, Ohio and being more fully described in the proposed lease agreement and illustrated on the map exhibit;

and/or

Approximately 25.0 tillable acres at Bunge Park being a tract of land situated in Section 5, Town 6 South, Range 2 East in Jefferson Township, Mercer County, Ohio and being more fully described in the proposed lease agreement and illustrated on the map exhibit.

These leases shall be for the right to use the tillable acres for the production of corn and/or small grain. Each bid will be considered for the term beginning March 1, 2012 and ending on December 31, 2014. This is a three-year term.

Sealed bids must be submitted by 10:00 A.M. on February 14, 2012 at the office of the Board of Mercer County Commissioners, Central Service Building, 220 West Livingston Street, Room A201, Celina, Ohio 45822. At this time, the bids will be opened and publicly read aloud. Each bid must be submitted on a blank form, furnished by the Mercer County Commissioners, in a sealed envelope, plainly marked on the outside of the envelope, "FARM LEASE".

Bid Packets including a copy of the proposed Lease Agreement may be obtained at the office of the Board of Mercer County Commissioners. You may also view it on the world wide web at the address of www.mercercountyohio.org; click on "Commissioners" then on "Request for Quotes".

Bids should be submitted separately for each tract. Interested bidders are not required to bid on both tracts.

Each bid must contain a Certified Check or Bid Bond in the amount as indicated on the Farm Lease Bid Form to guarantee that a contract will be entered into by the successful bidder.

The Mercer County Commissioners reserve the right to reject any or all bids, and to waive any informalities or irregularities in the bids received.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
MERCER COUNTY, OHIO

Kim Everman, Adm./Clerk of the Board

GENERAL INFORMATION TO BIDDERS

BIDDING PROCEDURE:

The Board of Mercer County Commissioners is accepting sealed bids on the agricultural lease of the following county-owned parcel(s).

- 1) 214.6 tillable acres and 38.9 acres in filter strips situated in Section 3, Town 6 South, Range 2 East in Jefferson Township, Mercer County, Ohio; parcel is located near the county home and being more fully described in the proposed lease agreement and illustrated on map exhibit on page 13.
- 2) 25.0 tillable acres situated in Section 5, Town 6 South, Range 2 East in Jefferson Township, Mercer County, Ohio; parcel is located at Bunge Park and more fully described in the proposed lease agreement and illustrated on map exhibit on page 17.

Bids will be received in the office of the Mercer County Commissioners, Central Services Building, 220 West Livingston Street, Celina, OH 45822, until 10:00 a.m. (official local time), February 14, 2012, at which time and place bids will be opened publicly and read aloud. Bids received after 10:00 a.m. (official local time) will be returned unopened.

Bids must be signed and submitted on the separate bidding forms included in the proposal/bid packet. All blanks on the Bid forms shall be completed by printing in ink or by typewriter and the Bid signed.

In addition to the Bid Forms included in this proposal/bid packet, refer to "Bid Submittals" for additional documentation required at the time of bid submission.

BID SUBMITTALS

1) **BID SECURITY/CONTRACT BOND:** A bid for the tracts of land near the County Home must be accompanied by Bid security in the form of either a Bid Bond for the full amount of the Bid, or by a certified check, cashier's check, or letter of credit on a solvent bank in the amount of two hundred fifty dollars (\$250.00).

A bid for the land at Bunge Park must be accompanied by Bid security in the form of either a Bid Bond for the full amount of the Bid, or by a certified check, cashier's check, or letter of credit on a solvent bank in the amount of twenty-five dollars (\$25.00).

The Bid security submitted with a Bid will be held as a guaranty that, if the Bid be accepted, a Contract will be entered into. The Bid security will be returned to all Bidders immediately after the Contract is executed.

2) **Delinquent Taxes Affidavit form** stating that bidder is not presently charged with any delinquent personal property taxes on the general tax list of personal property of any county in which this taxing district has property.

OHIO ETHICS AND ELECTIONS LAW: Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

INSURANCE:

The contractor agrees to pay for and keep in force during the entire period of construction on the project such liability insurance as will protect it from claims, under workers' compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this contract, whether directly or indirectly by the contractor, or directly or indirectly by a subcontractor.

The contractor shall provide the county with a copy of such insurance contract as well as a workers compensation certificate prior to any performance of work under the contract of construction.

AWARD OF CONTRACT:

The Owner reserves the right to reject each and every bid and to waive informalities, irregularities, and errors in the bidding to the extent permitted by law.

The contract will be awarded to a responsive and responsible bidder based on compliance with the prescribed bid requirements, evaluation standards listed herein, bidder's credit history, and the bidder's rent proposal.

In evaluating bidders, a prospective Tenant must meet the following standards as they relate to this request:

- have a demonstrated satisfactory credit history
- have adequate liability insurance
- if company, must possess workers compensation insurance
- adhere to the specifications of this proposal and provide all documentation required of this proposal.

Apparent successful bidder will be required to sign a credit authorization and release form granting Mercer County permission to obtain a credit report.

SCOPE OF WORK

In general, the Tenant shall farm said land in a good, prudent and husband-like manner during the growing season and in accordance with terms as outlined in the contracts included in this bid packet.

Tenant is responsible for the complete performance of all work and for furnishing all equipment, materials, tools and incidentals used in connection therewith.

Of the 253.5 acres of land located near the County Home, 38.9 acres is enrolled in the Conservation Reserve Program Contract through the Mercer County Farm Service Agency. The contract period for 37.3 acres commenced April 1, 2005 and ends September 30, 2019. The contract period for the remaining 1.6 acres commenced August 1, 2011 and ends September 30, 2021. Tenant will be required to adhere to the program contract requirements.

TERM

The Lease will begin upon execution of the contract or March 1, 2012, whichever is earlier and end on Midnight, December 31, 2014. It is for a three (3) year term. The lease contract is renewable for

one (1) additional three-year period upon mutual consent of the awarded Tenant and Mercer County Commissioners.

PAYMENT:

Rent shall be payable in two equal installments. The first of such installments being due on March 1 of each year; the second is due on November 1 of each year.

DELINQUENT TAXES AFFIDAVIT

STATE OF OHIO)
) ss:
COUNTY OF _____)

_____ being duly cautioned and sworn states as follows:

1. That he is _____ of _____
(Title) (Name of Contracting Party)

2. That _____ is not presently charged with any
(Name of Contracting Party)
delinquent personal property taxes on the general tax list of personal property
of any county in which this taxing district has property. This taxing district
includes property within the following counties:

- OR -

2. That _____ is charged with delinquent personal
(Name of Contracting Party)
property tax on the general tax list of personal property of any county in which
this taxing district has property. This taxing district includes property within
the following counties:

A. The amount of delinquent personal property tax due and unpaid including any due and
unpaid penalty and interest is:

\$ _____

Affiant

Sworn to and subscribed in my presence this _____ day of _____,

19_____.

Notary Public

Note to Fiscal Officer: If any personal property taxes are delinquent, you must send a copy of this
statement to the County Treasurer within thirty (30) days of the date it is submitted.

WARNING: Making a false statement on this affidavit may be punishable by fine and/or imprisonment.

Authorization to Perform Credit Check

The applicant hereby consents to and authorizes the **Board of Mercer County Commissioners**, 220 West Livingston Street, Room A201, Celina, Ohio 45822 (the "Landlord") to investigate into the credit worthiness of the Applicant. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of the Applicant's credit worthiness on behalf of the Board of Mercer County Commissioners.

Applicant grants such consent and authorization to Landlord for the period commencing as of the date of this application and terminating at the date set for the termination of the proposed lease. Applicant acknowledges that the Board of Mercer County Commissioners may conduct a credit investigation of Applicant at any time from the date hereof until the termination of the Lease Agreement. This applicant hereby waives any and all claims, past, present or future, which the Applicant may have against the Board of Mercer County Commissioners by reason of any credit investigation made pursuant to Applicant's consent and authorization herein given to the Landlord.

Both parties acknowledge that this credit check is an on-going business necessity.

The following is to be completed if Applicant is an Individual:

Name: _____ SS #: _____

Address: _____

Date of Birth: _____

Signature: _____

Date: _____

The following is to be completed if Applicant is a Company:

Company Name: _____

Address: _____

Federal Tax ID #: _____

Signature: _____

Title: _____

Date: _____

**BOARD OF COMMISSIONERS OF MERCER COUNTY, OHIO
COUNTY HOME FARM AGRICULTURAL LEASE**

This Lease is made and entered into this _____ day of _____, 2012, by and between the Board of County Commissioners of Mercer County, Ohio, hereafter "Landlord," located at 220 West Livingston Street, Celina, Ohio 45822, acting under authority of a Resolution No.

_____ passed by said Board on the _____ day of _____, 2012, and an Ohio (Corporation) (Partnership) (Individual) doing business under the name of _____ whose address is _____ hereafter "Tenant."

Landlord, in consideration of the promised hereinafter made by Tenant, does hereby lease to Tenant to occupy and use for agricultural purposes the property described on a certain document marked as an Exhibit A to this Agreement, and attached hereto and incorporated by reference.

This Lease, beginning on _____, 2012, and ending on Midnight, December 31, 2014, is for a three (3) year term.

Tenant agrees:

- (1) To farm said land in a good, prudent and husband-like manner during the growing seasons incorporated within the term of said Lease, and to plant corn and/or small grain crops on said land during said seasons in accordance with the methods customarily used in Mercer County, Ohio, for grain farming;
- (2) To keep the tilled or cultivated land free from briars, thistles, and other noxious weeds;
- (3) To use and occupy said premises in a careful, safe, proper, and lawful manner.
- (4) To assist, by furnishing such tractors, truck or other equipment as may be available, and making a reasonable expenditure of labor, in any tiling operation now or hereafter contemplated by Landlord, but Tenant shall not be responsible for any cost or expense of tile or ditching;
- (5) To develop and implement a Comprehensive Nutrient Management Plan by Crop Year 2013. Soil samples are required to be taken a minimum of every three years and a copy of the results is to be submitted to the office of the Board of Commissioners during the term of this lease.
- (6) To replenish nutrients to the agronomy level for small grains as set by the Ohio Agronomy Guide. Related to the application of lime, Landlord will accept responsibility to bring the PH to said agronomy level; thereafter, tenant will be responsible to maintain required PH level.
- (7) To maintain the grass strip along Beaver Bank.
- (8) To surrender and deliver up said premises at the end of said term in as good order and condition as the same are now, reasonable use and ordinary wear and tear, excepted.
- (9) To incorporate the maximum filter strips permitted under Farm Service Agency guidelines.
- (10) To implement cover crops and other programs that will improve soil quality and fertility, control erosion and insects, and/or suppress weeds unless extenuating circumstances, such as weather.
- (11) Manure applications shall be in compliance with the Application Guidelines attached as Exhibit B.

(12) To maintain waterways as constructed. Repairs, if necessary, will be at the current tenant's expense.

Tenant shall pay the Landlord an annual rent during the term of this Lease on a per tillable acre basis. Said property as described in the Exhibit contains approximately 253.5 tillable acres. Such rent shall be payable in two equal installments. The first of such installments being due on March 1 of each year; the second is due on November 1 of each year.

Tenant shall pay Landlord in the amount of \$_____ per acre for tillable land that has been designated and maintained as filter strips.

Tenant shall pay Landlord in the amount of _____ dollars (\$_____) per acre for tillable land not designated and maintained as filter strips.

If any installment of rent shall remain unpaid for thirty (30) days after it becomes due, and without demand therefore, or if Tenant shall assign or underlet the said premises or any part thereof without Landlord's consent, or if Tenant fails to keep any of the other promises made herein, Landlord may re-enter and take complete and peaceful possession of the said premises, and, with or without process of law, remove all persons therefrom by force or otherwise without being liable on damages therefore. In such event Tenant shall peacefully and quietly yield up and surrender the said premises to Landlord and remain liable to Landlord for all losses and damages sustained by reason of such default.

Landlord or its agents reserves the right to enter upon said premises at any time for purposes of inspection and the making of any improvement thereon deemed necessary by it, so long as the same may be done without interference of Tenant's rights under this Lease. In the event Landlord's activities result in actual loss of crops to Tenant, then Landlord shall reimburse Tenant the damages based upon the market price of the residual crop on average per acre. The crop damage will be measured by the county and mutually agreed upon by the parties hereto.

Should Tenant, being without fault, and by reason of weather, act of God or other unavoidable circumstance, be unable to complete the harvesting of crops anticipated by local custom to be harvested within the term of this Lease, then Tenant shall have the right to go in and upon said premises to complete the harvesting of said crops, and such period of holdover shall not be considered an extension of this Lease, but shall be permitted only for the purposes herein stated. The Tenant's right in this regard, however, shall not extend to the harvesting of crops which could not reasonably under local custom and practice be expected to reach maturity for purposes of harvest during the term of this Lease.

The parties agree that no wheat crop may be carried over at the end of the term of this Lease. However, the Tenant who is contracted to lease said premises for the following year may enter upon said premises in October prior to the January 1 beginning term date for the purpose to plant wheat crop, till land, or to fertilizer land so long as said planting, tilling, or fertilizing will not interfere with the current Tenant's harvest. Such period shall not be considered an extension of this Lease, but shall be permitted only for the purposes herein stated.

No alterations or additions in or to said premises shall be made without the written consent of Landlord.

During the term of this lease, the Tenant shall discuss all farm management problems which arise under the normal course of farming with the Superintendent of the Mercer County Home.

No portion of the said premises shall be sub-let by Tenant without written consent of Landlord, and Tenant shall in any event remain personally responsible for all terms, conditions and covenants herein contained.

This Lease and all the covenants, provisions, terms and conditions and agreements herein contained shall inure to the benefit of and be binding upon the heirs, successors, executors, administrators, and assigns of the parties hereto; provided however, that no assignment by from through or under the Tenant in violation of the covenants, provisions, terms and conditions hereof, or any of them, shall vest any right, title or interest whatever in the assignee.

It is understood and agreed by both parties that this Lease may be terminated without penalty by either party with written notification. Notification shall be in writing by June 1 of the year for which termination of lease is requested. If such request is made, termination shall be effective on December 31 of said year.

This lease shall automatically renew for one three-year period, unless either party gives notice to the other of non-renewal in writing at the other parties address listed in this lease.

IN WITNESS WHEREOF, the parties have set their hands to duplicate copies of this Lease, effective as of the day and year first above written.

In the presence of:

LESSOR:

**THE BOARD OF COUNTY COMMISSIONERS
OF MERCER COUNTY, OHIO, by:**

John E. Bruns, Chairman

Jerry Laffin

Bob Nuding

LESSEE:

By: _____

Its _____

EXHIBIT A TO COUNTY HOME FARM AGRICULTURAL LEASE

Being tracts of land owned by the Mercer County Commissioners located in Section 3, Town 6 South, Range 2 East in Jefferson Township, Mercer County, Ohio and being more fully described on the map below:



Said parcel containing 214.6 tillable acres plus 38.9 in CRP (a.k.a. filter strips).
Part of Parcel Nos. 26-027800.0000 and 26-029700.0000

**BOARD OF COMMISSIONERS OF MERCER COUNTY, OHIO
BUNGE PARK FARM AGRICULTURAL LEASE**

This Lease is made and entered into this _____ day of _____, 2012, by and between the Board of County Commissioners of Mercer County, Ohio, hereafter "Landlord," located at 220 West Livingston Street, Celina, Ohio 45822, acting under authority of a Resolution No.

_____ passed by said Board on the _____ day of _____, 2012, and an Ohio (Corporation) (Partnership) (Individual) doing business under the name of _____ whose address is _____ hereafter "Tenant."

Landlord, in consideration of the promised hereinafter made by Tenant, does hereby lease to Tenant to occupy and use for agricultural purposes the property described on a certain document marked as an Exhibit to this Agreement, and attached hereto and incorporated by reference.

This Lease, beginning on _____, 2012, and ending on Midnight, December 31, 2014, is for a three (3) year term.

Tenant agrees:

- (1) To farm said land in a good, prudent and husband-like manner during the growing seasons incorporated within the term of said Lease, and to plant corn and/or small grain crops on said land during said seasons in accordance with the methods customarily used in Mercer County, Ohio, for grain farming;
- (2) To keep the tilled or cultivated land free from briars, thistles, and other noxious weeds;
- (3) To use and occupy said premises in a careful, safe, proper, and lawful manner.
- (4) To assist, by furnishing such tractors, truck or other equipment as may be available, and making a reasonable expenditure of labor, in any tiling operation now or hereafter contemplated by Landlord, but Tenant shall not be responsible for any cost or expense of tile or ditching;
- (5) To develop and implement a Comprehensive Nutrient Management Plan by Crop Year 2011. Soil samples are required to be taken a minimum of every three years and a copy of the results is to be submitted to the office of the Board of Commissioners during the term of this lease.
- (6) To replenish nutrients to the agronomy level for small grains as set by the Ohio Agronomy Guide. Related to the application of lime, Landlord will accept responsibility to bring the PH to said agronomy level; thereafter, tenant will be responsible to maintain required PH level.
- (7) To maintain the grass strip along Beaver Bank.
- (8) To surrender and deliver up said premises at the end of said term in as good order and condition as the same are now, reasonable use and ordinary wear and tear, excepted.
- (9) To incorporate the maximum filter strips permitted under Farm Service Agency guidelines.
- (10) To implement cover crops and other programs that will improve soil quality and fertility, control erosion and insects, and/or suppress weeds unless extenuating circumstances, such as weather.
- (11) Manure applications shall be in compliance with the Application Guidelines attached as Exhibit B.

Tenant shall pay the Landlord an annual rent during the term of this Lease on a per tillable acre basis. Said property as described in the Exhibit contains approximately 25.0 tillable acres. Tenant shall pay Landlord an annual rent during the term of this Lease in the amount of _____ dollars (\$_____) representing a figure of approximately \$_____ per tillable acre for a total of 25.0 acres. Such rent shall be payable in two equal installments. The first of such installments being due on March 1 of each year; the second is due on November 1 of each year.

If any installment of rent shall remain unpaid for thirty (30) days after it becomes due, and without demand therefore, or if Tenant shall assign or underlet the said premises or any part thereof without Landlord's consent, or if Tenant fails to keep any of the other promises made herein, Landlord may re-enter and take complete and peaceful possession of the said premises, and, with or without process of law, remove all persons therefrom by force or otherwise without being liable on damages therefore. In such event Tenant shall peacefully and quietly yield up and surrender the said premises to Landlord and remain liable to Landlord for all losses and damages sustained by reason of such default.

Landlord or its agents reserves the right to enter upon said premises at any time for purposes of inspection and the making of any improvement thereon deemed necessary by it, so long as the same may be done without interference of Tenant's rights under this Lease. In the event Landlord's activities result in actual loss of crops to Tenant, then Landlord shall reimburse Tenant the damages based upon the market price of the residual crop on average per acre. The crop damage will be measured by the county and mutually agreed upon by the parties hereto.

Should Tenant, being without fault, and by reason of weather, act of God or other unavoidable circumstance, be unable to complete the harvesting of crops anticipated by local custom to be harvested within the term of this Lease, then Tenant shall have the right to go in and upon said premises to complete the harvesting of said crops, and such period of holdover shall not be considered an extension of this Lease, but shall be permitted only for the purposes herein stated. The Tenant's right in this regard, however, shall not extend to the harvesting of crops which could not reasonably under local custom and practice be expected to reach maturity for purposes of harvest during the term of this Lease.

The parties agree that no wheat crop may be carried over at the end of the term of this Lease. However, the Tenant who is contracted to lease said premises for the following year may enter upon said premises in October prior to the January 1 beginning term date for the purpose to plant wheat crop, till land, or to fertilizer land so long as said planting, tilling, or fertilizing will not interfere with the current Tenant's harvest. Such period shall not be considered an extension of this Lease, but shall be permitted only for the purposes herein stated.

No alterations or additions in or to said premises shall be made without the written consent of Landlord.

No portion of the said premises shall be sub-let by Tenant without written consent of Landlord, and Tenant shall in any event remain personally responsible for all terms, conditions and covenants herein contained.

This Lease and all the covenants, provisions, terms and conditions and agreements herein contained shall inure to the benefit of and be binding upon the heirs, successors, executors, administrators, and assigns of the parties hereto; provided however, that no assignment by from through or under the Tenant in violation of the covenants, provisions, terms and conditions hereof, or any of them, shall vest any right, title or interest whatever in the assignee.

It is understood and agreed by both parties that this Lease may be terminated without penalty by either party with written notification. Notification shall be in writing by June 1 of the year for which termination of lease is requested. If such request is made, termination shall be effective on December 31 of said year.

This lease shall automatically renew for one three-year period, unless either party gives notice to the other of non-renewal in writing at the other parties address listed in this lease.

IN WITNESS WHEREOF, the parties have set their hands to duplicate copies of this Lease, effective as of the day and year first above written.

In the presence of:

LESSOR:
THE BOARD OF COUNTY
COMMISSIONERS OF MERCER COUNTY,
OHIO, by:

John E. Bruns, Chairman

Jerry Laffin

Bob Nuding

LESSEE:

Its _____

EXHIBIT TO BUNGE PARK FARM AGRICULTURAL LEASE

Being a tract of land owned by the Mercer County Commissioners located in Section 5, Town 6 South, Range 2 East in Jefferson Township, Mercer County, Ohio and being more fully described as follows:

Being bounded on the north and east by the Beaver Creek Ditch; being bounded on the south by State Route 29; and bounded on the west by property currently owned by David & Rita Suhr.

LESS AND EXCEPT: The premises necessary for Bunge Park purposes, the buildings located on the premises and the land predesignated by the Owner.

The predesignated land includes but is not limited to a grass strip in this park for recreational purposes; the grass strip is located in the southwest corner of the park and is generally rectangular in shape, but for a section of land, approximately 129' x 198' in the southwest corner of the park that was previously used for agricultural purposes, hereafter "Premises". Said Premises will be converted to grass for recreational purposes, and thereby creating a uniformed rectangle grass strip at Bunge Park.

Said parcel containing approximately 25.0 tillable acres.

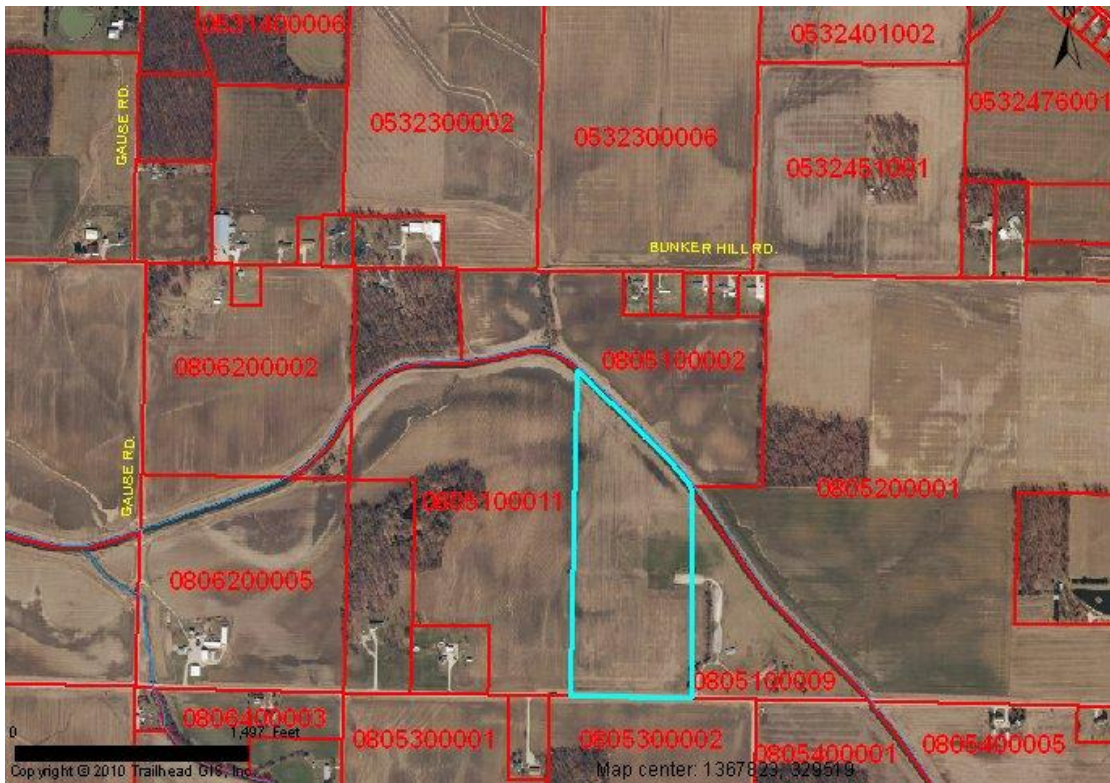


Exhibit B

APPLICATION GUIDELINES FOR MANURE

All of the following criteria shall be met:

- Application rates are limited to 10 wet tons/acre for solid manure more than 50% moisture and 5 wet tons for manure less than 50% moisture. For liquid manure, the application rate is limited to 5,000 gallons/acre.
- Applications are to be made on land with at least 90% surface residue cover (e.g. good quality hay or pasture field, all corn grain residues remaining after harvest, all wheat residue cover remaining after harvest, well established cover crop).
- Manure shall not be applied on more than 20 contiguous acres. Each 20 acre block should be separated by a break of at least 200 feet.
- Utilize fields which are furthest from streams, ditches, waterways, surface inlets, etc. and are least likely to have manure move in a concentrated flow toward and into our water resources.
- Increase the application setback distance to a minimum of 200 feet from environmentally sensitive areas and areas of concentrated flow such as grassed waterways, surface drainage ditches, streams, surface inlets and water bodies. This distance may need to be greater when local conditions warrant (e.g. fields with more slope).
- For ODA permitted facilities and CLMs, setbacks should be 300 feet from wells and residences.
- Manure applied on frozen or snow covered ground should not exceed the nitrogen need of the next growing crop, or the crop removal rate for P_2O_5 for the next crop (not to exceed 250 lb/ac) or the crop K_2O needs (not to exceed 500 lb/ac) or 10 wet tons < 50% moisture; 5 wet tons > 50% moisture; or 5,000 gallons of liquid manure per acre. Application rates are based upon the most limiting of these options.
- For fields with slopes greater than 6%, manure should be applied in alternating strips 60 to 200 feet wide generally on the contour, or in the case of contour strips on alternating strips at rates identified above. Application rates, cover and set-back requirements also apply.
- Manure is to be worked in within the first eight hours.