

**REQUEST FOR PROPOSAL
INSTRUCTIONS TO RESPONDENTS
Farm Land Lease**

Issued: September 19, 2019

The City of Kenosha invites interested persons to submit proposals to lease land at the Kenosha Regional Airport for the purpose of soil cultivation and crop production. The land being leased is hereinafter known as "Premises" which is more fully described in the Lease which is attached hereto and incorporated herewith.

Information regarding the Premises is in the proposal packet. Proposal packets may be obtained September 19, 2019 through October 15, 2019 from the Public Information Display located in the lobby area of the Kenosha Regional Airport Administration Building at 9900 52nd Street, daily from 7:00 AM to 3:00 PM, or may be downloaded from the purchasing section of the Finance Department link at www.kenosha.org.

The deadline for receipt of the Proposal is 3:00 P.M. on Thursday, October 17, 2019. Proposals may be submitted to the Department of Finance, Municipal Building, 625 52nd Street, Room 208, Kenosha, Wisconsin 53140. Late proposals will not be accepted. Proposals must conform to the requirements set forth in the proposal packet. Proposals will be publicly opened at 3:00 P.M. on October 17, 2019, in the Finance Department, Room 208 of the Municipal Building located at 625-52nd Street.

For more information, contact Corey Reed, Kenosha Regional Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144 Telephone : (262) 653-4161 E-mail: creed@kenosha.org

City staff will be available on-site Tuesday October 8, 2019 at 10:00 A.M. to give Respondents an opportunity to inspect the subject farm land and to ask questions.

The Kenosha Regional Airport Commission will consider the bid award at its meeting on Wednesday, November 6, 2019, at 4:00 PM at the Airport Conference Room, 9900 52nd Street, Kenosha, Wisconsin, and make a recommendation therefor to the Common Council.

The City of Kenosha reserves the right to reject any or all proposals and to accept any proposal that best serves its needs and is deemed to be in the best interest of the City of Kenosha.

INSTRUCTIONS & SPECIFICATIONS

Kenosha Regional Airport Farm Land Lease

1. PROPOSALS

Proposals, in duplicate, must be sealed in an opaque envelope labeled “**Farm Land Lease Proposal**”.

Proposals must be type-written, signed (by the respondent or a duly authorized representative of the respondent), and dated. Proposals must remain firm for a period of forty-five (45) days beyond the date of proposal opening.

Issuance of the Request for Proposals does not confer any rights to any prospective respondent and does not obligate the City of Kenosha to enter into the Lease (included with the proposal packet). Any costs associated with the preparation of a response to the Request for Proposal are the sole responsibility of the respondent.

The City will use discretion with regards to disclosure of proprietary information contained in any proposal, but cannot guarantee that information will not be made public. As a governmental entity, the City is subject to Wisconsin’s Public Record Law. Any confidential or proprietary information should be clearly marked as such.

All pertinent documentation must be included with the proposal submitted. Failure to comply may result in the determination of a proposal being nonresponsive and be cause for the proposal to be rejected.

Once submitted, the proposals and any supplementary documents become the property of the City of Kenosha.

2. QUALIFICATIONS OF RESPONDENTS

Respondents must demonstrate the capability to competently and responsibly engage in soil cultivation and crop production and to comply with the Lease. The City of Kenosha may make that investigation as it deems necessary to determine the ability of a respondent to do so. The City of Kenosha reserves the right to reject any proposal if the respondent fails to satisfy the City that she/he/it is qualified to perform the work contemplated.

The City of Kenosha may, in its sole discretion, require respondents to submit sworn statements as to financial ability, equipment and experience in in soil cultivation and crop production and other matters that the City requires for the protection and welfare of the public in the performance of the Lease. Respondents offering proposals are strongly encouraged to incorporate such information in to their proposals.

3. CONSIDERATION/AWARD OF LEASE

The City of Kenosha reserves the right to reject or accept any or all proposals, or parts thereof, and/or waive technical defects and informalities.

The City of Kenosha will consider all elements entering into the question determining the qualifications and responsibility of a respondent. The award of this contract will be to the highest qualified and responsible respondent offering a compliant proposal. A qualified and responsible respondent is one who is not only financially able, but who is possessed of the judgment, skill, ability, capacity and integrity requisite and necessary to perform the Lease according to its terms.

The City of Kenosha may supplement or change instructions and specifications during this process. Notice of supplementation or change will be given through the issuance of an addendum. Any addendum will be forwarded to all persons who have requested a proposal packet or submitted a proposal, and will be posted at the City's website.

The City of Kenosha and/or its designee may choose to conduct interviews of qualified and responsible respondents. Further, qualified and responsible respondents may be required to make presentation[s] to the Airport Commission of the City of Kenosha.

4. LEASE

The successful individual or entity must execute a Lease, substantially similar to that included with the proposal packet, within thirty (30) days after notice of award of the Lease is given. The Request for Proposals, Instructions and Specifications, and Proposal in their entirety form the primary basis of the Lease.

The City of Kenosha reserves the right to supplement the Lease after proposal consideration and award. The City will consider supplemental lease language submitted by the selected respondent.

5. LAWS AND REGULATIONS

The successful individual or entity must be cognizant of and must scrupulously adhere to all applicable federal, state, and municipal laws, orders, ordinances, regulations and rules. This includes, but is not limited to, non-discrimination laws, equal employment obligations, affirmative action mandates, labor standards, and the Americans with Disabilities Act.

6. LATE PROPOSALS

Proposals that are not timely received will not be accepted. Late Proposals will be returned, unopened, to the bidder.

7. INDIVIDUAL'S OR ENTITY'S CERTIFICATE

Each individual or entity must incorporate and make a part of their proposal a sworn statement by the individual or entity that the individual or entity has: examined and carefully checked the Instructions and Specifications and the Lease; conducted a due diligence investigation; and have offered a fully compliant proposal.

FARM LAND RESTRICTIONS

- Low growing crops (two feet or less) only, and NO CORN planting or growing allowed in these areas: #5, #6, #7, #8, #9, #12, #13 on Exhibit A. Corn planting would be allowed in areas #10, #11, #14 on Exhibit A.

- Crops will not be allowed to block the line of sight between runways (mid-point to mid-point) (see exhibit A).
- Aerial application of oil based product of any kind is prohibited. Automated Weather Observation System (AWOS) sensors subject to contamination. Crop dusting operations are not permitted in any of the leased areas.
- At the end of the day all equipment and hay bales must be moved back to a minimum of 250' from center line of any runway.
- Obstacles may include but are not limited to the following: The airport is unaware of overhead or underground obstacles or hazards in the areas where farming will be permitted.
- Spreading of manure is prohibited.
- The City of Kenosha is not liable for any damage, injury or other accident that may occur on the property as result of Lessee's activity.
- The Premises will be used for farming only. Structures or trailers of any kind are not allowed to be built or placed on the property. Storage of any kind is not allowed on the property.
- The land will not be disturbed in any fashion without the prior written approval of the City of Kenosha.
- The Lessee will properly eradicate all noxious weeds. All "Restricted Use Pesticides" are prohibited.
- The City of Kenosha, Airport Personnel, nor the Kenosha Water Utility will not be responsible for any crop damage that may occur during the conduct of any maintenance, survey, soil work or ingress and egress to other portions of the property during the term of the lease if such activity should become necessary. The City of Kenosha will make every reasonable effort to notify the Lessee if it becomes necessary.
- The Lessee will adhere to appropriate soil conservation practices.
- The Lessee is responsible to exclude livestock from the leased area.
- Soil tests are recommended on all fields and minimum fertilization rates are to be applied on plantings.
- The Lessee must repair any damage to City roads, walking paths, gates and/or facilities resulting from his/her operation.
- The Lessee may not burn grassland, crop residue, weed patches, fence rows, dead timber or any other material on the lease area without prior approval from the City.
- The Lessee must maintain the lease area free of litter and other solid waste resulting from his/her operations.

- The City of Kenosha reserves the right to allow authorized representatives to enter upon the lease areas at any time for any purpose necessary or convenient for the conduct of activities related to the City. The Lessee will have no claim for damages of any kind against the City or any representative.
- The Lessee may not transfer or assign this lease, may not sublet the Premises of any part thereof, and may not grant any interest, privilege or license whatsoever in connection with this Lease.
- The Lessee may not cut timber; conduct no excavation or mining operations; remove no sand, gravel or other substances from the ground; or in any manner substantially change the contour or conditions of the property.
- Lessee must obey all directives of the Airport Director and the Air Traffic Controller.

LEASE
Kenosha Regional Airport – Farm Land

Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

And

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and _____, located at _____, Kenosha, Wisconsin 53144, hereinafter referred to as "the Lessee".

W I T N E S S E T H:

WHEREAS, the City operates the Kenosha Regional Airport ("Airport"), and owns the land upon which the Airport is located; and

WHEREAS, the City desires to lease to the Lessee and the Lessee desires to lease from the City certain land at the Airport for farming and agricultural purposes consisting of approximately 134 tillable acres for a term of three years commencing on January 1, 2020, and terminating on December 31, 2022; and

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings, and agreements hereinafter set forth, the City and the Lessee agree as follows:

1. PREMISES. The City leases to the Lessee the land shown as Cropland Parcel No. 5-14, as shown on attached Exhibit "A" hereinafter referred to as the "Premises", consisting of approximately 134 tillable acres of land located in the City of Kenosha, County of Kenosha, and State of Wisconsin. Lessee has no right to exclusive possession of any portion of City's property. City will at all times have free access to and use of the leased land.

2. TERM. Subject to earlier termination as hereinafter provided, the term of this Lease is for the period of three (3) years, commencing on the 1st day of January, 2020, and ending on the 31st day of December, 2022. This Lease may further be terminated upon ten (10) days advance, written notice where there has been a material breach of the terms and conditions of this Lease. Upon termination of this Lease, by lapse of time or otherwise, Lessee must immediately surrender possession of the leased land to City in good condition. In the event Lessee holds over, City will be entitled to payment from Lessee of a hold over fee of \$500.00 per month. Any holding over by Lessee shall be construed to be a tenancy from month to month.

3. CONSIDERATION. The Lessee will pay to the City annual rent of _____, said sum representing _____ per acre. The annual rent must be paid on or before January 1st of each year. Payment, in the form of a check or money order payable to the City of Kenosha must be mailed or delivered to the City Clerk/Treasurer at 625 52nd Street, Room 105, Kenosha, Wisconsin 53140 on or before the due date. In the event payment is not made on or before the due date a late charge of \$75.00 must be paid by Lessee to City. In the event Lessee is delinquent for a period of thirty (30) days or more in paying to the City any monies due and owing to the City pursuant to this Lease, City may, at City's option, terminate this Lease. Lessee must pay City a returned check fee of \$25.00 for each of Lessee's returned checks. Lessee must pay to City interest thereon at the rate of eighteen percent (18%) per annum from the date payment was due until full payment is made for any amount due and owing after termination of this Lease.

4. USE. The Lessee may use, or cause to be used, the Premises for planting, growing, and harvesting crops and not for any other purpose whatsoever; but, no portion of the Premises may be planted to mustard or similar crops that in the opinion of the City are liable to render the Premises weedy and unfit for agricultural purposes. The Lessee is prohibited from building any structure or buildings upon the Premises without the express, written permission of the City. The Lessee may not strip any ground or topsoil, nor commit any act or omission which would damage the Premises for farming, agricultural or for any other purpose. The Lessee, so long as the terms and conditions of this Lease are complied with, may peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to inspect the Premises from time to time to protect its interest therein and to plan for the future development of the Premises. The Lessee will be deemed to have abandoned any crops not removed from the Premises at the conclusion of this Lease and the City will have no obligation to the Lessee with respect to any abandoned crops. The Lessee may not cut or remove any trees or shrubbery without the express, advance, written permission of the City. The Lessee must reasonably maintain the Premises to the extent that similar farmland is maintained within Kenosha County, though the Lessee is not obligated to improve the Premises beyond the state it was in at the inception of this Lease. Application of manure (i.e., livestock excreta generated by livestock or any other source) to the leased land is prohibited. The Lessee must not permit hunting, snowmobiling, all-terrain vehicles or off-road vehicles thereon for sporting or recreational purposes. The Lessee may not sell crops or other commodities on the Premises without the written permission of the Airport Director. The Lessee may not operate any vehicle or equipment on any operational surface or safety area of the Airport. The Lessee must comply with all setbacks and crop height restrictions. The City must at all times have free access to and use of the leased land.

The Lessee must take reasonable efforts to prevent noxious weeds from growing on the Premises. The Lessee must use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals, and to read and follow instructions on labels for the use of such materials in order to avoid injury or damages to persons or property on the Premises and on adjoining areas. Nothing in this Lease may be construed to confer upon the Lessee any right to minerals underlying the Premises; the mineral rights are reserved by the City.

Lessee may not use the Premises in a manner that interferes with the safe and efficient operation of the Airport. The decision, as to what interferes with the safe and efficient operation of the Airport, is left to the City's judgment and discretion.

When Lessee no longer desires to continue farming or Lease is terminated, Lessee agrees to plant cover crop (e.g., tall fescue) or leave cover crop (e.g., alfalfa). City will provide seed to plant cover crop. If the City does not require a cover crop be planted or remain, the Lessee must plow under any crops or accompanying vegetation in areas planted by the Lessee prior to the expiration date of this Lease. Any action of the City which materially and substantially interferes with Lessee's ability to cultivate the soil and produce crops on the leased land may serve as grounds for termination of this Lease by Lessee.

Lessee shall not enroll the leased land in any federal, state, or local government program without the prior written consent of the City.

Cultivation of the soil and production of crops on the leased land by Lessee must be done in a professional, sound and conservation oriented manner, and in accordance with any requirements imposed by the applicable Kenosha County Departments with authority, Wisconsin Department of Natural Resources, and the United States Department of Agriculture, and subject to directives of the Airport Director and/or the Air Traffic Controller.

5. UTILITIES. The Lessee must pay for all utilities, if available, and used by the Lessee upon the Premises. The Lessee may not utilize the City water hydrants for a water supply without a permit therefor from the Kenosha Water Utility.

6. LAWS. The Lessee will comply with all Federal, State and the City laws, rules, regulations, and ordinances and with every lawful direction and order given by a public officer pursuant thereto, in the use of the Premises. Lessee may not use the leased land in a manner that would violate any federal, state or local law, ordinance, rule or regulation. Lessee must observe and comply with all federal, state or local laws, ordinances, rules or regulations applicable to the Airport which are now in effect or are hereafter promulgated. Lessee must observe and comply with all applicable federal, state, and/or local laws, rules and regulations concerning the handling and disposal of hazardous materials. Lessee must observe and comply with all rules and regulations imposed by the Common Council, the City of Kenosha Airport Commission, and the Airport Director. This Lease is subject and subordinate to existing or future federal, state or local laws, codes, regulations, ordinances, rules and orders relative to the development, construction, operation, or maintenance of the Airport.

Lessee irrevocably submits itself to the original jurisdiction of the Kenosha Circuit Court, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this Lease. If any covenant, condition, provision, or term of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, and terms of this Lease are not affected thereby, but each covenant, condition, provision, or term of this Lease will be valid and in force to the fullest extent permitted by law. The waiver by a party of any breach or failure of the other party to perform

any covenant or obligation contained in this Lease does not constitute a waiver of any subsequent breach.

7. ASSIGNMENT, SUBLEASING. The Lessee may not sublease or assign this Lease without the express, written, advance approval of the City.

8. FITNESS. The City does not guarantee the Premises as being fit for the uses herein permitted. The City will not be responsible for any interruption in the use or enjoyment of the Premises, from any source not caused or occasioned by the City, and such interruption, if any, will not terminate this Lease.

9. SANITATION. The Lessee may not permit any unattractive or unsanitary accumulation of trash, debris or litter upon the Premises.

10. INDEMNITY AND HOLD HARMLESS. The Lessee does hereby agree that the Lessee will, at all times during the term of this Lease, indemnify and hold harmless the City and its officers, employees and agents, against any and all liability, loss, charges, damages, costs, expenses or attorneys' fees which they may hereafter sustain, incur or be required to pay as a result of the willful or negligent act or omission of the Lessee, or its invitees, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease to be performed by the Lessee, or resulting from any conditions of the Premises, by reason of which any person or party may suffer personal injury, death or property loss or damage.

11. INSURANCE. The Lessee will procure and maintain during the term of this Lease, a public liability insurance policy with the City named as an additional insured in order to protect the City and the Lessee. The policy must also contain an endorsement for contractual liability coverage for the protection of the parties hereto under the Indemnity and Hold Harmless provision of this Lease. Said policy must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance. Liability coverage must be provided and maintained at all times in minimum single limits coverage of Five Hundred Thousand (\$500,000.00) Dollars per person and per occurrence for death or personal injury, and One Hundred Thousand (\$100,000.00) Dollars per occurrence for property damage. The Lessee, within thirty (30) days after execution of this Lease, must furnish a Certificate of Insurance indicating compliance with the foregoing to the City Attorney for approval. The insurance policy or policies must contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If the Lessee does not furnish a Certificate of Insurance within thirty (30) days after execution of this Lease, this Lease is void. If the insurance coverage required herein lapses, the Lease becomes void as of the date no valid approved insurance policy is in effect. The Lessee is not responsible for insuring the repair or replacement cost of any buildings or structures which may be upon the Premises.

12. EARLY TERMINATION BY THE CITY FOR AIRPORT DEVELOPMENT. In the event the City requires all or a part of the Premises for any Airport development purpose, the City may terminate this Lease with respect to the portion of the Premises required for

development, upon providing the Lessee with thirty (30) days advance, written notice. Upon receipt of said notice, the Lessee may not engage in any farming activity which would increase the City's cost of Lease termination. The Lessee will be entitled to reasonable compensation for the cost incurred in planting crops upon the Premises subject to such notice of termination where crops were planted prior to the receipt by the Lessee of notice of Lease termination, but the Lessee will not be entitled to any loss of profit. Within thirty (30) days of the effective date of Lease termination, in whole or in part, the City will provide the Lessee with an equitable adjustment in Lease consideration.

13. NOTICE. Any notice required to be given in this Lease by the Lessee is to be by certified mail, with return receipt, or personal service of the notice. Notice to the City must be sent or delivered to the Airport Director, 9900 – 52nd Street, Kenosha, Wisconsin 53144 and the City Clerk/Treasurer, Room 105, 625 – 52nd Street, Kenosha, Wisconsin, 52140. Notice to the Lessee must be sent or delivered to the Lessee at _____, Kenosha, Wisconsin 53144. The Lessee may designate a different address for service upon the Lessee by delivering or sending written notice of such change of address for notice to the Airport Director.

14. BENEFITS. The terms and conditions of this Lease inure to the benefit of the parties and be binding upon their successors.

15. NONWAIVER OF RIGHTS. The failure of either party to insist on strict performance of any of the terms, covenants or conditions contained in this Lease may not be deemed a waiver of any subsequent breach or default.

16. AUTHORITY. The City enters into this Lease by authorization of action taken by the Airport Commission on the 6th day of November, and by action taken by the Common Council on the 18th day of November, 2019.

17. DISCRIMINATION. The Lessee, its agent and employees, will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title IV of the Civil Rights Act of 1964, and Part 21 of the Regulations of the Office of the Secretary of Transportation. The Lessee further agrees to comply with any requirement made to enforce the foregoing which may be demanded of the City by the United States Government under authority of said Part 21.

18. INTEGRATION. This document is fully integrated embodying the entire agreement between the parties. This Lease constitutes the entire agreement between the parties with respect to the subject matter of this Lease. Any amendments, changes or modifications of this Lease become effective only when made in writing and executed by the parties.

Signature pages follow

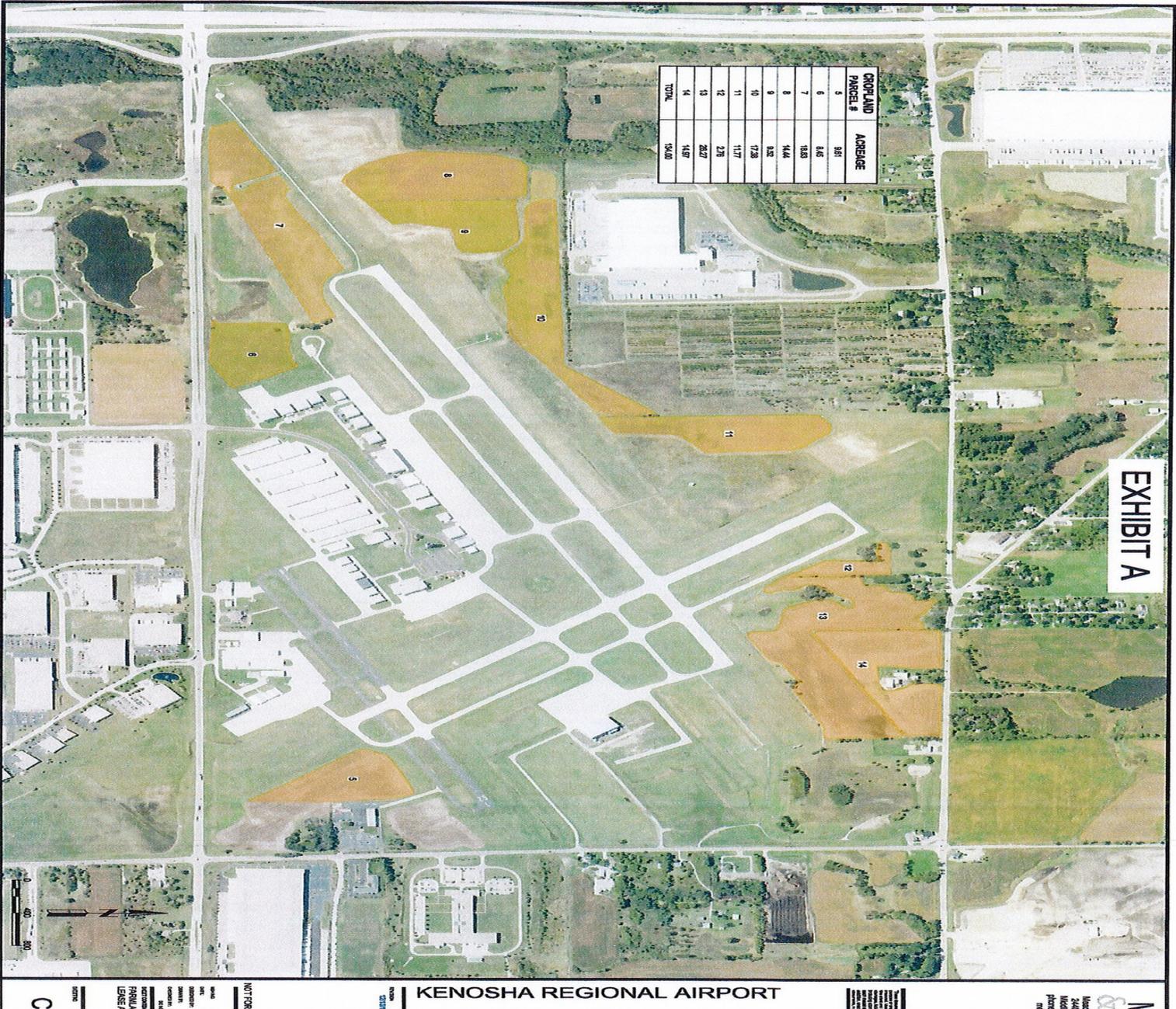


EXHIBIT A

OROWLAND PARCEL #	ACREAGE
5	8.61
6	8.45
7	18.83
8	14.44
9	8.32
10	17.28
11	11.77
12	2.78
13	28.27
14	14.87
TOTAL	154.00

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 Model
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NOT TO SCALE

KENOSHA REGIONAL AIRPORT

NOT TO SCALE

NOT TO SCALE

NOT TO SCALE

NOT TO SCALE

