

SPECIFICATIONS

LEASING OF MUNICIPAL OWNED

REAL ESTATE KNOWN AS

KITCHENAID WAY LAND



CITY OF GREENVILLE, OHIO

January 1, 2023 - December 31, 2025

NOTICE TO BIDDERS

Sealed bids shall be received by the Board of Control, c/o Katie Benge, Municipal Building, 100 Public Square, Greenville, Ohio 45331, until 10:00AM, August 30, 2022, for the leasing of certain municipal owned real estate situated along the east side of KitchenAid Way, 9.742 acres, which is located within the corporate limits of the City of Greenville in Greenville Township, Darke County, Ohio. (This land is currently farm ground.)

The bids shall be received in accordance with the Instructions to Bidders, Specifications, and Proposal Form, all of which may be obtained from the City of Greenville Planning & Zoning Office.

Ryan Delk
Safety/Service Director

PUBLISH: July 25, 2022
August 1, 2022
August 8, 2022
August 15, 2022
August 22, 2022



City of Greenville, Ohio
100 Public Square
Greenville, Ohio 45331
Board of Control
Phone: 937-548-4930
jcross@cityofgreenville.org

INVITATION TO BIDDERS

Sealed bids shall be received by the Board of Control, c/o Katie Benge, Municipal Building, 100 Public Square, Greenville, Ohio 45331 until 10:00 AM, August 30, 2022, for the leasing of certain municipal owned real estate situated in along the east side of KitchenAid Way containing 9.742 acres, which is located within the corporate limits of the City of Greenville, Greenville Township, Darke County, Ohio. (This is farm ground.)

Each bid shall contain the full name of every person or company interested in bidding and shall be accompanied by a Certified Check or Cashier's Check on some solvent bank, for the full amount of the bid made payable to the City of Greenville, Ohio as evidence of good faith by the bidder that a lease shall be entered into and its performance secured. The deposits of all bidders shall be returned when the successful bidder has entered into a lease agreement and furnished the necessary Performance Bond or when all bids have been rejected. The bid guaranty filed pursuant to the foregoing shall be governed by the provisions of Section 153.54 of the Ohio Revised Code and all relevant divisions thereof.

The bids shall be received in accordance with the Invitation to Bidders, Instructions to Bidders, Specifications and Proposal Form.

The City of Greenville, Ohio is an Equal Opportunity Employer M/F.

Ryan Delk
Safety/Service Director

*Detention pond on east side cannot be farmed but is included in the acreage-see photo.

INSTRUCTIONS TO BIDDERS

PROPOSAL FORM

All bidders shall be required to use the Proposal Form furnished by the City and there shall be no changes allowed to accommodate the bidder.

BID GUARANTEE

Each bid shall contain the full name of every person or company interested in the bid, and shall be accompanied by a **Certified Check** or **Cashiers Check** on some solvent bank, made payable to the City of Greenville, Ohio in the sum of the Proposal as evidence of good faith by the Bidder that a lease shall be entered into and its performance secured if he is awarded a lease by the City. The deposits of all bidders shall be returned when the successful bidder has entered into a lease or when all bids have been rejected.

NON-COLLUSION AFFIDAVIT

Each bidder shall be required to file with their bid a completed Non-Collusion Affidavit and attach it to the Proposal Form.

BID WITHDRAWAL

No bidder shall be permitted to withdraw his bid for a period of thirty (30) days.

BEST BID

The City of Greenville, Ohio shall, in its opinion, accept the best bid as advertised and shall enter into such lease that shall maintain the safety, health and welfare of the citizens.

REJECTION OF BIDS

The City of Greenville, Ohio reserves the right to waive any informality(s) involved in the bids and to reject any and all bids.

PERSONAL PROPERTY TAXES

The person or company will at the time of bid, supply a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Darke County, Ohio **or** that such person was charged with delinquent personal property taxes on such list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. A copy of such statement shall be incorporated into the contract by and between the bidder and the City, pursuant to Section 5719.042 of the Ohio Revised Code. The statements required are found with the bidding documents.

**SPECIFICATIONS FOR THE
LEASING OF CERTAIN MUNICIPAL OWNED LAND
LOCATED ON KITCHENAID WAY**

SECTION ONE: That the land hereby authorized to be leased is described as follows:

Situated in the corporate limits of the City of Greenville, Township of Greenville, County of Darke, in the State of Ohio and bounded and described as follows:

Being Tract 3 of "Exhibit A" and a part of the southwest quarter of Section 24, Town 12 North, Range 2 East aforesaid, and commencing at an iron pin found in a monument box at the at the southeast corner of the southwest quarter of Section 24; thence north 90°00'00" west 750.43 feet along the south line of said southwest quarter, said line also being the centerline of Kruckeberg Road to a point on the centerline of State Route 121; thence north 39°29'35" east 752.53 feet along said centerline to an iron spike found; thence north 41°54'35" east 676.37 feet along said centerline to an iron spike found at the northeast corner of said tract; thence north 51°31'28" west 710.42 feet along the north line of said tract to an iron pin set; thence south 39°29'43" west 135.46 feet to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the tract described herein; thence continuing south 39°29'43" west 343.39 feet to an iron pin set; thence south 90°00'00" west 563.92 feet to an iron pin set on the east right-of-way of KitchenAid Way as platted in Darke County Plat Book 32, Page 92 (radial through said pin bearing south 80°19'52" east); thence along said east right-of-way with a curve to the right having a radius of 1486.67 feet, a central angle of 06°54'07", an arc length of 179.09 feet, a chord bearing north 13°07'12" east 178.98 feet to an iron pin found; thence along said right of way north 16°34'16" east 19.15 feet to an iron pin found (radial through said pin bearing north 73°25'44" west); thence along said right-of-way with a curve to the left having a radius of 1566.67 feet, a central angle of 02°44'28", an arc distance of 74.95 feet, a chord bearing north 15°12'02" east 74.94 feet to an iron pin set; thence north 90°00'00" east 716.58 feet to the point of beginning containing 3.909 acres, more or less.

ALSO

Being Tract 4 of "Exhibit A" and a part of the southwest quarter of Section 24, Town 12 North, Range 2 East, commencing at an iron pin in a monument box at the southeast corner of the southwest quarter of Section 24; thence north 90°00'00" west 750.43 feet along the

south line of said southwest quarter, said line also being the centerline of Kruckeberg Road to a point on the centerline of State Route 121; thence north 39°29'35" east 752.53 feet along said centerline to an iron spike found; thence north 41°54'35" east 676.37 feet along said centerline to an iron spike found at the northeast corner of said tract; thence north 51°31'28" west 710.42 feet along the north line of said tract to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the tract described herein; thence south 39°29'43" west 135.46 feet to an iron pin set; thence south 90°00'00" west 716.58 feet to an iron pin set on the east right-of-way of KitchenAid Way as platted in Darke County Plat Book 32, Page 92 (radial through said pin bearing north 76°10'12" west); thence along said east right-of-way with a curve to the left having a radius of 1566.67 feet, a central angle of 13°47'43", an arc length of 377.21 feet, a chord bearing north 06°55'57" east 376.30 feet to a point; thence along said right-of-way north 00°02'06" east 7.02 feet to an iron pin set on the north line of said tract; thence north 79°27'43" east 337.91 feet to an iron pin found at a north corner of said tract; thence south 51°31'28" east 543.00 feet to the point of beginning containing 5.833 acres, more or less.

SECTION TWO: That said Lease shall be for a three (3) year period beginning January 1, 2017 and terminating on December 31, 2019. The City reserves the right to cancel the lease with a one year notice.

SECTION THREE: The Lessee may use the land for agricultural purposes and other uses consistent therewith.

SECTION FOUR: That the said Lease shall be prepared by the City and executed by the Safety/Service Director on behalf of the City of Greenville, Ohio to the successful bidder as determined by the Board of Control directing the lease of said land.

SECTION FIVE: The City of Greenville shall be held harmless during the term of this lease from any and all damages that may result to any person or to the property of any person by the use and occupancy of the above described premises by the Lessee.

SECTION SIX: Prior to any work at the site, the Lessee shall contact the Greenville City Safety/Service Director to arrange a walk-thru to verify locations of survey pins. Upon completion of harvest, Lessee shall again contact the City Safety/Service Director for another walk-thru to verify the pins have not been disturbed. If it is found that any of the pins are disturbed, the Lessee shall be responsible for having them re-established by a registered surveyor, at the expense of the Lessee.

SECTION SEVEN: Payment of the applicable rent shall be on a cash basis only. No crop sharing or other payment arrangements shall be acceptable. The required cash rental payments shall be the full annual rental amount, due in advance on or before January 1 of each calendar year of the lease.

PROPOSAL FORM

Board of Control:

I, or we, the undersigned, are desirous of leasing from the City of Greenville, Ohio, the property described in the specifications, known as the KitchenAid Way Land located off the east side of KitchenAid Way. I, or we, have carefully examined the Instructions to Bidders and the Specifications and understand them.

I, or we, hereby propose to lease the described property, from the City of Greenville, Ohio for the following amount.

Cash Rental Per Acre \$ _____ X 9.742 Acres = \$ _____ Per Year

Lease Per Year \$ _____ x 3 Years = \$ _____ Total Lease Amount

Total Proposal in words: _____

As a guaranty of this fact, hereto attached and made a part of this Proposal is a check for the "per year" amount stated above.

Company / Organization / Individual

Authorized Signature

Address

Name Printed & Title

Date

Social Security / Federal ID Number

Phone

E-Mail Address

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn deposes that he
is _____(owner, partner, president, secretary, etc.) Of
_____ ,

the party making the foregoing proposal or bid; that such bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put to a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Greenville or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me
this ____ day of _____,
20____.

Notary Public in and for

_____ County, _____

My commission expires _____

STATEMENT OF BIDDER
Concerning Personal Property Taxes (Delinquency)

STATE OF _____)
) SS.
COUNTY OF _____)

_____, being the _____,
(Name of person making statement) (Title/Position)

_____, being first duly cautioned
(Name of bidding company)
and sworn according to law does hereby swear or affirm as follows:

AMOUNT OF UNPAID DELINQUENT TAX/PENALTY & INTEREST/TOTAL DUE

- a. _____
- b. _____
- c. _____
- d. _____

That I understand that a copy of this Statement shall be incorporated into the contract to be entered between the City of Greenville and

(name of bidder)

Further Affiant sayeth naught.

(Signature of person making statement)

_____, being the
(Name of person making statement)

_____ of _____
(title or position) (name of bidder)

appeared before me and did swear that the foregoing statements are true as he believes.

SWORN to and subscribed in my presence this _____ day of _____, 20____, at _____, Ohio.

Notary Public

