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11R-294

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
RFP - Farm Manager
Bid No. 11-165**

**Thien Farm Management, Inc.
101 East Graham Ave.
Council Bluffs, IA 51503
712-328-3477**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 15 day of Dec 2011, by and between Thien Farm Management, Inc., 101 East Graham Ave., Council Bluffs, IA 51503, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing RFP - Farm Manager, Bid No. 11-165 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City shall work with the Agent on an as needed basis for the duration of the contract. The City will abide by the terms and conditions of the Management Agreement, Attachment A.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term with the option to renew for one (1) additional four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendum No. 1
 4. Specifications & Pictures
 5. Special Provisions
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jean E. Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Resolution No. A-86638

dated 12/15/2011

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Carol L. Thier (SEAL)
Secretary

Thien Farm Management, Inc
Name of Corporation

101 East Graham Ave
(Address) Council Bluffs, Iowa 51503

By: [Signature]
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

MANAGEMENT AGREEMENT

RFP – Farm Manager,

Bid No. 11-165

This agreement will commence on Dec 15, 2011, and is by and between **Thien Farm Management, Inc.** hereinafter referred to as “Agent” and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called “City”.

City desires to employ Agent to supervise the operation of the following described farm property:

Containing 1,719.98 acres, more or less.

Agent agrees to provide City with farm management services which will begin upon execution of this contract with a four (4) year term with the option to renew for one (1) additional four (4) year term unless terminated by either party by giving 30 days written notice.

Agent will provide City advice that may include:

- Farm production plan on all properties
- Leasing alternatives
- Operator or tenant selection
- Crop management recommendations
- Conservation alternatives
- Gather base line fertility levels on all properties
- Develop fertility application plans
- Develop an approved list of chemicals and fertilizers
- Inspection of property as necessary for proper operation of the property
- Negotiate leases and utilize written leases
- Assess potential tenant’s desire, skills, and machinery to determine tenant capability
- Develop standards for recruiting and selecting new tenants
- Obtain from tenants proper licenses and certificates of insurance
- Provide annual operating plans for each parcel
- Provide annual summary of operations to include:
 - Operator performance
 - Crop yields
 - Cash rental income
 - Names, rates, EPA Registration numbers, and application dates of all chemicals and fertilizers applied
- Crop Inventories
- Recommendations on continuance with existing tenants
- Pre-plans for next crop year
- Property maintenance and improvement

Agent shall supervise the repair, construction, alteration, or removal of buildings when directed to do so by City. Agent may not incur repair expenses in excess of \$500.00 without City’s approval. Receipts are required for all expenses.

Agent will provide advice as to the farming system most appropriate for the farm property and make recommendations to City.

Agent shall develop a management plan to meet the City's objectives and shall supervise the implementation of the management plan by working with farm operators, vendors of inputs, contractors, grain purchasers, the Agricultural Stabilization and Conservation Service, the Soil Conservation Service, and others necessary for the proper operation of the farm property.

Agent will be responsible for the following functions when prudent for the proper implementation of the farm operation plan:

Negotiate lease agreements or other farming agreements and terminate, re-negotiate, amend, or extend as necessary for the proper operation of the farm.

Collect and deposit to City's Farm Management Account the rents, grain sales receipts, government payments, insurance proceeds, interest on funds deposited, dividends, and any other funds collected on City's behalf.

Verify all expenses and receipts and send to client for payment and deposit.

Market crops and other agricultural products using Agent's best judgment with prior authorization by City's contact.

Arrange for the purchases of inputs needed for the proper operation of the farm and make payment for such purchases.

Sign all contracts needed for the proper operation of the farm offered by the United States Department of Agriculture and the Nebraska Soil Conservation Service.

City reserves the right to add or delete properties at the same rates.

City wishes the Agent to do the following:

| | YES | NO |
|-------------------------------|--------------|--------------|
| Pay real estate taxes | _____ | <u> X </u> |
| Pay farm insurance premiums | _____ | <u> X </u> |
| Pay farm liability premiums | _____ | <u> X </u> |
| Acquire crop hail insurance | <u> X </u> | _____ |
| Acquire multi-peril insurance | <u> X </u> | _____ |

Agent will send to City production reports, commodity marketing notifications, acreage reports, and other correspondence necessary to keep City informed of the operation status of the farm.

Agent will deposit receipts and pay all expenses on behalf of the City from a Real Estate Trust Account established under the laws of the State of Nebraska. Funds in this account will bear interest with all interest belonging to City. City will also have the option of paying for the expenses directly to the supplier or provider as those expenses are invoiced.

Agent will distribute to City any or all funds belonging to City at City's direction. Agent may distribute to City excess funds not needed for the farm operation at any time.

Agent will provide to City a Transaction Journal, a Receipts and Disbursements Report, and a Balance Sheet on a regular basis:

| | |
|-------|-----------|
| _____ | Monthly |
| _____ | Quarterly |
| _____ | Annually |

Agent will provide a General Ledger Detail Report at year-end.

City will pay to Agent, as compensation, a reasonable fee based on the following schedule:

- 7.5% of gross returns on a Crop Share Lease
- 7% of gross returns on a net Share Lease
- 6.5% of gross returns on a Custom Farm Agreement
- 5% of gross returns on a Cash Rent Lease for Crop Land
- 5% of gross returns on a Cash Rent Lease for Grassland or Hay
- 5% of gross returns on a Variable Cash Rent, Flexible Cash Rent or Bushel Lease

Compensation will be paid at time of receipt.

If this agreement is terminated prior to March 1st of any year, Agent is due compensation on all proceeds generated from the previous year production. If this agreement is terminated prior to July 1st of any year, Agent is due compensation equal to 50% of the previous year fee. If this agreement is terminated after July 1st of any year, Agent is due 100% compensation for that year.

Upon contract completion, any/all bushels of row crops that are in storage will be calculated using present rate at that time x bushels x fee.

Agent shall not be liable for any loss sustained through error of judgment related to the advice provided City. This exception is not intended to relieve Agent from any potential liability under the indemnification contained in the City's Insurance document.

- a. Agent agrees to maintain such insurance as will fully protect both Agent and city from any and all claims.
- b. Agent agrees to the indemnification contained in the City's Insurance attachment.

- c. The City is interested only in the results produced by this agreement. Agent has sole and exclusive charge and control of the manner and means of performance. Agent shall perform as an independent contractor and it is expressly understood that Agent is not an employee of the City and is not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.
- d. Equal employment opportunity in connection with the performance of work under this agreement, Agent agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Agent shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.
- e. Agent transfers all rights, including those of a property or copyright nature in any works or materials produced under the terms of this agreement to the City. Agent agrees that Agent retains no interest or other rights in such works or materials under the copyright protections of 17 USC § 106 or any other law.
- f. All services, including reports, opinions, and information to be furnished under this agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City.
- g. This agreement shall be governed and interpreted by the laws of the State of Nebraska. Neither party waives any of its rights related to statutes of limitations, choice of forum for dispute resolutions or any other rights which may be granted under Nebraska law.
- h. If there are any conflicts between Agent's documents or proposed terms and conditions and the City's documents, the terms and conditions of the City's documents shall control.
- i. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- j. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
- k. The Agent shall not assign any interest in this agreement, delegate any duties or work required under this agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to Agent from City under this agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.
- l. The Agent agrees to pay all employees in the performance of this contract, a base wage not less than the City Living Wage per Chapter 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.
- m. Agent agrees that if asked, Agent shall make available to the City's contract auditor copies of all financial and performance related records and materials in compliance with Chapter 4.66 of the Lincoln Municipal Code.

- n. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Agent agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Agent shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The Agent shall require any subcontractor to comply with the provisions of this section.

Agent is under no obligation to advance funds on the City's behalf.

Agent will conduct all business with the City's best interest as the highest priority.

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|---|---------------------|--|---------------------|
| Bid Creator | Sharon R. Mulder Assistant Purchasing Agent | Address | Purchasing 440 S. 8th St. Lincoln, NE 68508 | Address |
| Email | smulder@lincoln.ne.gov | Contact | Sharon R. Mulder Assistant Purchasing Agent Purchasing | Contact |
| Phone | (402) 441-7410 | Department | | Department |
| Fax | (402) 441-6513 | Building | Suite 200 | Building |
| Bid Number | 11-165 Addendum 1 | Floor/Room | | Floor/Room |
| Title | RFP - Farm Manager | Telephone | (402) 441-7428 | Telephone |
| Bid Type | RFP | Fax | (402) 441-6513 | Fax |
| Issue Date | 08/26/2011 | Email | smulder@lincoln.ne.gov | Email |
| Close Date | 9/9/2011 12:00:00 PM CST | | | |
| Need by Date | | | | |

Supplier Information

Company Thien Farm Management, Inc.
 Address 101 East Graham Ave.
 Council Bluffs, IA 51503
 Contact Gary Thien
 Department
 Building
 Floor/Room
 Telephone 1 (712) 328 3477
 Fax 1 (712) 328 3621
 Email gary@tfmgt.com
 Submitted 9/2/2011 11:50:16 AM CST
 Total \$0.00

Signature _____

Supplier Notes

I will be out of the office from September 9 to September 16. If additional information is needed or you need to contact Thien Farm Management, Inc., please contact David Thien, Vice-President, at 712-328-3477 or david@tfmgt.com.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|----|--|---|---|
| 1 | Instructions to Proposers | I acknowledge reading and understanding the Instructions to Proposers. | Yes |
| 2 | Insurance Requirements | I acknowledge reading and understanding the Insurance Requirements. | Yes |
| 3 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 4 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 5 | Renewal is an Option | Contract Extension Renewal is an option. | Yes |
| 6 | Contact | Name of person submitting this bid: | Gary Thien |
| 7 | Proposal Submission | I have prepared and delivered/mailed to the City Purchasing Agent Five (5) copies of my proposal as requested in the Specifications. | Yes |
| 8 | Term Clause with Escallation/De-Escalation | I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____ | (a) Bid prices firm for the first full contract period. |
| 9 | Page 2 - Attachments | Please note that there is a page 2 of Attachments that you must review as part of your bid. | Yes |
| 10 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 11 | Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. | Yes |

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|-----|------------------------|----------|
| 1 | 1 | EA | Custom Farming Concept | \$0.00 |

Item Notes:
Please provide alternative options to the City, such as cash rent, crop share and any other options available.

Supplier Notes: 2.16 Custom Farming Concept

All properties will be reviewed and analyzed as the first step in the management process. Leasing alternatives that will be reviewed on all properties will include the following:

- Custom Farming
- Crop Share
- Net Share
- Fixed Cash Rent
- Variable Cash Rent
- Flexible Cash Rent
- Bushel Lease

The economics of the different options will be presented to the client for review. Along with the economics of each, the strengths and weakness of each alternative will be discussed. The farm manager will make a recommendation on each property with the final decision left to the client.

We can not accurately make a lease alternative recommendation until we have an opportunity to view historic farm information. Collection of that information and lease alternatives will be the first function of management to develop a farm management plan.

Response Total: \$0.00

**Addendum #1
For
RFP - Farm Manager
Bid No. 11-165**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Regarding 4.1.1, it has been changed to read as follows: Farm Manager must be a Licensed Farm Manager.
2. Regarding 4.1.3, it has been changed to read as follows: Farm Manager must have a minimum of five (5) to seven (7) years experience as an Agriculture Farm Manager.
3. Clarification to 4.1.5: Proposer shall provide names of possible tenants to the City of Lincoln prior to the writing of the lease agreements.
4.1.5.1 Send to the attention of: Sharon Mulder
Assist. Purchasing Agent
440 S. 8th St., Ste. 200
Lincoln, NE 68508

All other terms and conditions shall remain unchanged.

Dated this 30th day of August, 2011.

Sharon Mulder
Asst. Purchasing Agent

**Request For Proposal
Farm Manager Services
for City-Owned Farmland
Bid No.11-165**

1. PURPOSE/OBJECTIVE

- 1.1 The City of Lincoln, Nebraska is seeking competitive proposals for a qualified individual or agency to implement and provide Farm Manager Services for City owned farmland.
- 1.2 This RFP is seeking proposals to manage, preserve, and protect City owned farmland and support the stability and viability of agriculture.
- 1.3 The City expects each proposer to clearly outline its best and most comprehensive resources; all services and responsibilities identified in this RFP will be outsourced to the service provider.
- 1.4 Separate contracts with the City will be negotiated with the successful provider.

1.5 Submittal Requirements

- 1.5.1 Submit one (1) ORIGINAL and five (5) copies of your proposal on or before the date and time established for receiving proposals to:

Sharon Mulder, Asst. Purchasing Agent
440 South 8th Street, Suite 200
Lincoln, NE 68508

- 1.5.2 Indicate the RFP number and Firm Name on the outside of the sealed proposal.
- 1.5.3 Proposals received after the established date and time will be rejected.
- 1.6 **Proposers must also complete and submit the electronic portion** (Attributes and Line Item sections) of this proposal on the E-bid system.
 - 1.6.1 Electronic submittal must be submitted before the closing date and time of this RFP.
 - 1.6.2 Entering a zero (0) in the response for the line item is required.
- 1.7 All proposals shall be valid for 90 days from final submission date.

2. SCOPE OF WORK

- 2.1 Develop an overall Farm Plan for all City owned agricultural properties incorporating input from local/current tenants in planning, growing, raising, harvesting, monitoring, and marketing farm products and act as the primary person involved in implementing the Farm Plan.
- 2.2 Assist in developing, implementing, and maintaining soil fertility plan and pest management plan.
- 2.3 Oversee all aspects of the farming operations.
- 2.4 Visits fields to inspect and estimate maturity dates of crops and/or potential crop damage due to harsh weather or other adverse conditions.
 - 2.4.1 Provide periodic property inspection reports.
- 2.5 Maintains knowledge of current farming and irrigation technology.
- 2.6 Keeps up-to-date on and analyzes market conditions to determine acreage allocation.
- 2.7 Negotiate a lease of the City owned agricultural lands (approximately 1325 acres) for the purpose of sub-leasing to local farmers.
- 2.8 Meet with City's current tenants for first opportunity to lease the farm ground.

- 2.8.1 Current tenant list will be given at time of award with contract.
- 2.9 Develop standards for recruiting and selecting tenants.
- 2.10 Develop a mechanism to facilitate cooperation among tenants.
 - 2.10.1 Coordinate resources for the tenants development of the agricultural lands.
 - 2.10.2 Provide to the City a list of tenants .
 - 2.10.2.1 Tenants must provide to the City a Certificate of Insurance.
 - 2.10.2.1.1 City of Lincoln, NE must be included as a named additional insured on all Certificates of Insurance.
- 2.11 Perform ongoing monitoring of the Farm Plan, including transition planning for individual farmers and mentoring new farmers interested in farming on City-owned farmland.
- 2.12 Provide annual operating plans for each parcel of land.
- 2.13 Provide annual summary of operations.
- 2.14 Notify tenants immediately of any hazardous materials situations or security issues.
- 2.15 Must use written property leases.
- 2.16 Proposal should be based on a custom farming concept.
 - 2.16.1 Vendor may also propose alternative options to the City, such as cash rent, crop share or any other options available and provide positive/negatives to each option.
- 2.17 Proposer must provide and explain the different payment options for the services of the farm manager, such as commission, lump sum, etc.
- 2.18 Must have knowledge of Government farm programs.

3. **SPECIFICATIONS**

- 3.1 First (1st) piece of farm ground is located in Saunders County and will be referred to as Farm #2303, Tract 3038.
 - 3.1.1 The legal description is: PLSS: 31-13-10E
 - 3.1.1.1 This farm consists of 37.99 acres.
 - 3.1.1.2 The acres are native grass and currently used for haying.
 - 3.1.2 Farm ground restrictions
 - 3.1.2.1 All herbicides, pesticides, and fungicides must be approved by LWS (Lincoln Water System).
 - 3.1.2.1.1 Many herbicides, pesticides, and fungicides are restricted and must not be used on this property.
- 3.2 Second (2nd) piece of farm ground is located in Lancaster County and will be referred to as Farm #7999.
 - 3.2.1 The legal description is: Section 20, T8, R7, 6th PM, Lot 26 NW & Lot 4 SW.
 - 3.2.1.1 This farm consists of approximately 49.5 acres.
 - 3.2.1.2 Of the 49.5 acres, 23.57 is row crop and 3.33 acres are in a native grass buffer strip.
 - 3.2.1.3 Row crop acres are currently planted with corn.
- 3.3 Third (3rd) piece of farm ground is located in Sarpy County and will be referred to as Farm #2020, Tract 544.
 - 3.3.1 The legal description is PLSS: 4-12-10E.

- 3.3.1.1 The farm consists of 75.29 row crop acres.
- 3.3.2 Farm ground restrictions
 - 3.3.2.1 All herbicides, pesticides, and fungicides must be approved by LWS (Lincoln Water System).
 - 3.3.2.1.1 Many herbicides, pesticides, and fungicides are restricted and must not be used on this property.
 - 3.3.2.2 This will become future use as a municipal well field, nitrogen fertilizer use has been limited to 100 lbs.
 - 3.3.2.2.1 Of this, 75% is applied post-sidedress and as late in the growing season as possible.
 - 3.3.2.2.2 No surface application of nitrogen fertilizer.
- 3.3.3 Control of deer population can be an issue.
 - 3.3.3.1. Manager should work with farmer and State Game and Parks to undertake measures to decrease the impact of the deer population.
- 3.4 Fourth (4th) piece of farm ground is located in Sarpy County and will be referred to as Farm #2057, Tracts 533, 542, and 543.
 - 3.4.1 The legal descriptions are: Tract 533- PLSS: 33-13-10E
Tract 542- PLSS: 33-13-10E
Tract 543- PLSS: 4-12-10E
 - 3.4.1.1 This farm consists of 433.15 acres.
 - 3.4.1.2 Of the 433.15 acres, 314.38 is row crop acres, 21.96 grass acres (Brome or Native Grass), and 96.81 CRP acres.
 - 3.4.2 Farm ground restrictions
 - 3.4.2.1 All herbicides, pesticides, and fungicides must be approved by LWS (Lincoln Water System).
 - 3.4.2.1.1 Many herbicides, pesticides, and fungicides are restricted and shall not be used on this property.
 - 3.4.2.2 This will become future use as a municipal well field, nitrogen fertilizer use has been limited to 100 lbs.
 - 3.4.2.2.1 Of this, 75% is applied post-sidedress and as late in the growing season as possible.
 - 3.4.2.2.2 No surface application of nitrogen fertilizer.
 - 3.4.3 Control of deer population can be an issue.
 - 3.4.3.1. Manager should work with farmer and State Game and Parks to undertake measures to decrease the impact of the deer population.
- 3.5 Fifth (5th) piece of farm ground is located in Saunders County and will be referred to as Well Field Hay Ground.
 - 3.5.1 The legal description is NW1/4, NW1/4, 31-13-10E and in Sections 18, 19 and 30-13-10E.
 - 3.5.1.1 This hay ground is north of U.S. Highway 6 in the north well field.
 - 3.5.1.2 The farm consists of approximately 222 acres.
 - 3.5.1.3 These 222 acres are Brome / Native Grass.
 - 3.5.1.4 The Brome / Native Grasses are used for haying.
 - 3.5.2 Farm ground restrictions

- 3.5.2.1 All herbicides, pesticides, and fungicides must be approved by LWS (Lincoln Water System).
 - 3.5.2.1.1 Many herbicides, pesticides, and fungicides are restricted and shall not be used on this property.
- 3.5.3 The legal description is SE1/4, NE1/4 of 31-13-10E and W1/2, NW1/4 pf 32-13-10E.
 - 3.5.3.1 This hay ground is south of U.S. Highway 6 in the south well field.
 - 3.5.3.2 The farm consists of approximately 35 acres.
 - 3.5.3.3 The Brome / Native Grasses are used for haying.
- 3.5.4 Farm ground restrictions
 - 3.5.4.1 All herbicides, pesticides, and fungicides must be approved by LWS (Lincoln Water System).
 - 3.5.4.1.1 Many herbicides, pesticides, and fungicides are restricted and shall not be used on this property.
- 3.6 Sixth (6th) piece of farm ground is located in Lancaster County and will be referred to as Farm #6811.
 - 3.6.1 The legal description is: Northwest Quarter of the Northwest Quarter and Lots 37, 38, and 39, Irregular Tracts all in Section 26, Township 9 North, Range 7 East.
 - 3.6.1.1 The farm consists of 151.59 acres.
 - 3.6.1.2 The acres are 76.2 acres of corn and 75.4 acres of soybeans.
- 3.7 Seventh (7th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID 17-08-220-002-000.
 - 3.7.1 The legal description is C W Thomas ADD, Lot 2.
 - 3.7.1.1 The farm is located near 48th and Cornhusker.
 - 3.7.1.2 The farm consists of 4.03 acres.
 - 3.7.1.3 These 4.03 acres are Brome / Native Grass.
 - 3.7.1.4 The Brome / Native Grass are used for haying.
 - 3.7.1.5 This ground is located within the City limits and near residential properties and care must be taken, with regard to pesticides, herbicides and fertilizers, to not impact adjacent property.
- 3.8 Eighth (8th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID 17-34-409-003-000.
 - 3.8.1 The legal description is S34, T10, R7, 6th Principal Meridian, Irreg Tracts Lot 51 SE.
 - 3.8.1.1 The farm is located near 84th and South Street.
 - 3.8.1.2 The farm consists of 15.06 acres.
 - 3.8.1.3 These 15.06 acres are Brome / Native Grass.
 - 3.8.1.4 The Brome / Native Grass are used for haying.
 - 3.8.1.5 This ground is located within the City limits and near residential properties and care must be taken, with regard to pesticides, herbicides and fertilizers, to not impact adjacent property.
- 3.9 Ninth (9th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID 18-25-300-006-000.

- 3.9.1 The legal description is S25, T11, R7, 6th Principal Meridian, L3 SW.
 - 3.9.1.1 The farm is located near 98th and Alvo Road.
 - 3.9.1.2 The farm consists of 8.0 acres.
 - 3.9.1.3 These 8.0 acres are Brome / Native Grass.
 - 3.9.1.4 The Brome / Native Grass are used for haying.
 - 3.9.1.5 This ground is located within the City limits and near residential properties and care must be taken, with regard to pesticides, herbicides and fertilizers, to not impact adjacent property.
- 3.10 Tenth (10th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID 18-25-300-007-000.
 - 3.10.1 The legal description is S25, T11, R7, 6th Principal Meridian, Lot 20 SW.
 - 3.10.1.1 The farm is located near 98th and Alvo Road.
 - 3.10.1.2 The farm consists of 5.0 acres.
 - 3.10.1.3 These 5.0 acres are Brome / Native Grass.
 - 3.10.1.4 The Brome / Native Grass are used for haying.
 - 3.10.1.5 This ground is located within the City limits and near residential properties and care must be taken, with regard to pesticides, herbicides and fertilizers, to not impact adjacent property.
- 3.11 Eleventh (11th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID 17-22-216-001-000.
 - 3.11.1 The legal description is Meadow Lane 5th Add, Block 8.
 - 3.11.1.1 The farm is located near 77th and Vine Street.
 - 3.11.1.2 The farm consists of 14.0 acres.
 - 3.11.1.3 These 14.0 acres are Brome / Native Grass.
 - 3.11.1.4 The Brome / Native Grass are used for haying.
 - 3.11.1.5 This ground is located within the City limits and near residential properties and care must be taken, with regard to pesticides, herbicides and fertilizers, to not impact adjacent property.
- 3.12 Twelfth (12th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID numbers: 18-22-200-004-000, 18-27-100-005-000, 18-21-400-0003-000, and 18-28-200-005-000. Also designated as WW1 through WW14.
 - 3.12.1 The legal description is S28, T11, R7, 6th Principal Meridian, Lot 46 NW.
 - 3.12.1.1 The farm is located near the Biosolids Injection Facility for the Northeast Wastewater Treatment Facility.
 - 3.12.1.2 This farm consists of 44.3 acres.
 - 3.12.1.3 These acres are row crops of soybeans and corn.
 - 3.12.1.4 The farm operations at this site must be coordinated and approved by Lincoln Wastewater and Solid Waste division.
 - 3.12.2 Information regarding these parcels of land.
 - 3.12.2.1 This property is primarily used to maximum the utilization of nitrogen and other nutrients from municipal biosolids applied agronomically in the early spring and post harvest fall seasons.
 - 3.12.3 Farm ground limitations/exceptions
 - 3.12.3.1 Landfill serves as a buffer to the active operation of the landfill.

- 3.12.3.1.1 Accessible acres for farming are subject to change with the expansion of the fill site and/or changing regulatory boundaries.
 - 3.12.3.2 Delayed or extended injection activity outside of the spring and and fall seasons could result in the need to plant a cover or non-cash crop and could adversely affect crop revenue at both the landfill and injection properties.
 - 3.12.3.3 The need to plant an alternated crop(s) to utilize high levels of residual phosphorus in the long term management fo the injection site property is possible.
- 3.13 Thirteenth (13th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID numbers: 18-34-100-004-000, 18-34-100-002-000.
 - 3.13.1 This farm will be referred to as Farm #1622.
 - 3.13.2 The farm is located near the Biosolids Injection Facility for the Northeast Wastewater Treatment Facility.
 - 3.13.3 The legal description of both parcels is S34, T11, R7, 6th PM, Lot 39 NW and S34, T11, R7, 6th PM, Lot 28 NE & Lots 27, 30, 31, & 51 N1/2.
 - 3.13.4 The farm consists of 98 acres.
 - 3.13.5 The 98 acres are row crops.
 - 3.15.6 The farm operations at this site must be coordinated and approved by Lincoln Wastewater and Solid Waste division.
 - 3.13.7 Information regarding these parcels of land.
 - 3.13.7.1. This property is primarily used to maximum the utilization of nitrogen and other nutrients from municipal biosolids applied agronomically in the early spring and post harvest fall seasons.
 - 3.13.8 Farm ground limitations/exceptions
 - 3.13.8.1 Landfill serves as a buffer to the active operation of the landfill.
 - 3.13.8.1.1 Accessible acres for farming are subject to change with the expansion of the fill site and/or changing regulatory boundaries.
 - 3.13.8.2 Delayed or extended injection activity outside of the spring and and fall seasons could result in the need to plant a cover or non-cash crop and could adversely affect crop revenue at both the landfill and injection properties.
 - 3.13.8.3 The need to plant an alternated crop(s) to utilize high levels of residual phosphorus in the long term management fo the injection site property is possible.
- 3.14 Fourteenth (14th) piece of farm ground is located in Lancaster County and will be referred to as Parcel ID Numbers: 18-21-400-003-000, 18-21-200-002-000, 18-21-100-003-000, 18-21-300-004-000, and 18-21-200-004-000.
 - 3.14.1 The farm is located at the Bluff Road Landfill for Lincoln's Solid Waste Operations.
 - 3.14.2 The farm consists of 132.4 acres and is designated as LF15 - LF21 on proposal property 12, 13, 14 map.
 - 3.14.3 The 132.4 acres are row crop.
 - 3.14.4 The farm operations at this site must be coordinated and approved by Lincoln Wastewater and Solid Waste division.
 - 3.14.5 Information regarding these parcels of land.

- 3.14.5.1. This property is primarily used to maximum the utilization of nitrogen and other nutrients from municipal biosolids applied agronomically in the early spring and post harvest fall seasons.
- 3.14.6 Farm ground limitations/exceptions
 - 3.14.6.1 Landfill serves as a buffer to the active operation of the landfill.
 - 3.14.6.1.1 Accessible acres for farming are subject to change with the expansion of the fill site and/or changing regulatory boundaries.
 - 3.14.6.2 Delayed or extended injection activity outside of the spring and and fall seasons could result in the need to plant a cover or non-cash crop and could adversely affect crop revenue at both the landfill and injection properties.
 - 3.14.6.3 The need to plant an alternated crop(s) to utilize high levels of residual phosphorus in the long term management fo the injection site property is possible.

4. EXPERIENCE AND REFERENCES

- 4.1 Related Farm Management Experience and References
 - 4.1.1 Farm Manager must be an Accredited Farm Manager
 - 4.1.2 Must carry a minimum \$100,000 of liability and errors and omission insurance.
 - 4.1.3 Farm Manager must have a minimum of seven to ten (7 - 10) years experience as an Agriculture Farm Manager in Nebraska.
 - 4.1.4 Proposer shall provide a reference list of at least four (4) farm owners, companies, and/or agencies that they have done farm management services for including:
 - 4.1.4.1 Date services were provided
 - 4.1.4.2 Contact names
 - 4.1.4.3 Telephone numbers
 - 4.1.4.4 A brief description of duties performed for landowners.
 - 4.1.5 Proposer shall provide names of all tenants to be farming City-Owned property.

5. TERM OF CONTRACT

- 5.1 The term of the contract shall be for four (4) years with the option to renew for an additional four (4) year term.