RFP #15-03
REQUEST FOR PROPOSAL FOR A
GRAZING LEASE FOR CITY OF KELLER PROPERTY
AT 821 WEYBRIDGE LN

The City of Keller is seeking proposals for a grazing lease for 5.6 fenced acres out of a 19.65 acre property located at 821 Weybridge Ln in Keller, Tarrant County, Texas as described in the attached Exhibits "A" and "B". The lease property is 5.6 acres located on the east side of the property tract and contains pastureland, one barn, water and electrical service, and trees. Consideration will be given to proposals that will meet the requirements of the lease, including the liability and property insurances, and the monthly compensation.

I. Lease Details

Landlord:	City of Keller
Landlord's Address:	P.O. Box 770 Keller, Texas 76244
Premises:	A minimum of 5.6 fenced acres out of 19.65 acres tract.
Rent:	Monthly payments due in advance on the 6th of each month
Term (months):	One (1) year term with option to renew for an additional two (2) 1 year term options.
Commencement Date:	February 15, 2015
Termination Date:	At end of lease or upon thirty (30) days written notice from either party for all or a portion of the property.
Use:	For agricultural purposes only, specifically grazing of livestock

II. Property Tour

Applicants may view the property on January 12, 2015 at 10:00 am to become familiar with site and its conditions and ask questions related to this Request for Proposal. Please meet at the entrance located at 1509 Roanoke Road.

III. Lease Clauses and Covenants

1. Tenant must agree to the following terms and conditions:

   a. Accept the premises in their present condition **"as is"**, the premises being currently suitable for Tenant's intended use. In this regard, Tenant acknowledges that Tenant has inspected the premises, and has found them free from defect or dangerous condition as of the date hereof. Tenant agrees to the use of the acre(s) for grazing and payment of utilities associated with grazing which is included in the monthly rent payment. Tenant is prohibited from use of the remaining park property, amenities and appurtenances, including but not limited to the tennis court. Any storage of feed or supplies shall be located in the barn.

   b. Obey all laws, ordinances, orders, rules and regulations applicable to the use, condition, and occupancy of the premises.

   c. Allow Landlord to enter the premises, at any time without notice.

   d. Repair and maintain the premises in a good and safe condition. This shall include but is not limited to fencing, gates, utilized structures and mowing.

   e. Repair any and all damages to the premises caused by Tenant.

   f. Maintain insurance on Tenant's personal property.

   g. Deliver certificates of insurance to Landlord on or before the Commencement Date and prior to renewal of policy. Tenant will carry Liability and Property Damage Insurance sufficient to provide adequate protection against damage claims which may arise from operations under this Contract. Tenant hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Landlord, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.

h. INDEMNIFY, DEFEND, AND HOLD LANDLORD, ITS AGENTS, OFFICIALS AND EMPLOYEES HARMLESS FROM ANY LIABILITY LOSS, ATTORNEY'S FEES, EXPENSES, OR CLAIMS ARISING OUT OF USE OF THE PREMISES. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO LIMIT OR WAIVE ANY GOVERNMENTAL OR SOVEREIGN IMMUNITY OF LANDLORD OR ANY IMMUNITY APPLICABLE TO ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, NOR SHALL IT BE CONSTRUED TO LIMIT OR WAIVE ANY INSURANCE COVERAGE OR THE LANDLORD'S STATUS AS AN ADDITIONAL NAMED INSURED AS PROVIDED IN AGREEMENT.

i. Vacate the premises on termination of this lease or upon thirty (30) days written notice from either party for all or a portion of the property.

j. Use the premises solely for Tenant's intended uses, which Tenant represents, acknowledges and agrees is agricultural, specifically, grazing of livestock.

k. Notify landlord in the event of any vandalism noticed on the property.

2. **Tenant must agree not to:**

a. Use the premises for any purpose other than that stated in the basic lease terms and definitions.

b. Use the premises for any business purpose.

c. (i) Create a nuisance, (ii) permit any waste, or (iii) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the premises.

d. Alter the premises, except as agreed to in writing by the City of Keller.

e. Assign this lease or sublease any portion of the premises.

3. **Landlord and Tenant shall agree to the following:**

a. **Alterations.** All physical improvements and additions will require written notification to and approval of Landlord prior to commencement of work. Any physical additions or improvements to the premises made by Tenant will become the property of Landlord. Landlord may remove structure(s) with 30 day written notice. Tenant may terminate lease upon notification of structure removal without default.

b. **Default.** Tenant shall be in default by failing to comply within ten days after written notice with any provision of this lease.

c. **Landlord's Remedies.** Landlord's remedies for Tenant's default are to (i) enter and take the premises on behalf of Tenant; (ii) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be entering the premises without being liable for damages.

d. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law.

e. **Holdover.** If Tenant does not vacate the premises following termination of this lease, Tenant shall be a tenant at will and shall vacate the premises immediately upon receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term for any period of time whatsoever.

f. **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.

g. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term, and Tenant agrees that Landlord shall have no liability to Tenant regardless of disposition of such property.

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GRAZING LEASE FOR CITY OF KELLER PROPERTY
821 WEYBRIDGE LN

KELLER, TEXAS

Submittals:

1. **Submission Deadline**

   Deadline for proposals: 12:00 noon, Monday, January 19, 2015 through the Keller e-bid system or at the Town Hall Receptionist's Desk or Human Resources Dept., 1100 Bear Creek Parkway, Keller, Texas 76248

2. **The completed proposal form should be submitted to:**

US Post Office Delivery:	Karla Parker, Purchasing Technician City of Keller Finance Dept. P.O. Box 770 Keller, TX 76244
Hand Delivery	Karla Parker, Purchasing Technician City of Keller Finance Dept. 1100 Bear Creek Pkwy Keller, TX 76248
Email	Karla Parker kparker@cityofkeller.com

For questions or additional information related to this proposal, please contact

Gary Davis, Parks Construction Manager
817-743-4057 (phone)
817-743-4193 (fax)
gdavis@cityofkeller.com

3. **Letter from insurance company stating applicant can meet the coverage requirements and effective date as stated within.**

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GRAZING LEASE FOR CITY OF KELLER PROPERTY
821 WEYBRIDGE LN

KELLER, TEXAS

TO: City of Keller Finance Dept.
1100 Bear Creek Parkway
P.O. Box 770
Keller, Texas 76244

Proposal Due:
Monday, January 19, 2015
12:00 pm noon

Dear Sir/Madam:

Having examined the attached Request for Proposal, as well as the property site and all conditions affecting the lease, the undersigned proposes to provide documentation from the tenant's insurance company in the coverage amount as noted in the lease, references and emergency contact information:

PROPOSAL OF RENT FOR MONTHLY LEASE OF PROPERTY

Lease

Proposed 5.6 acres to lease

$_____Dollars per month

$_____per month
Written dollar amount

TENANT INFORMATION:

_____
Tenant Name

_____
Address

_____
City, State & Zip

_____
Area code & telephone number

_____
E-mail address

INSURANCE INFORMATION:

_____
Insurance Company

_____
Insurance Agent

_____
Insurance Company Address

_____
City, State & Zip

_____
Insurance Company
Area code & telephone number

***** THIS PAGE MUST BE COMPLETED OR THE PROPOSAL WILL BE REJECTED *****

REFERENCES

1. _____
Name Address Phone Number

2. _____
Name Address Phone Number

NOTE: The City reserves the right to reject any or all proposals, in whole or in part; to waive any informality in any proposal; and to accept the proposal which, in its sole discretion, is in the best interest of the City.

The applicant may provide additional information related to the leasing of this property that may help the City make a decision regarding the award of the grazing lease.

I, the undersigned, have read and understand the lease requirements, have inspected the existing site conditions, provided the required information, and have submitted this proposal in good faith.

_____
Signature

_____
Printed Name

_____
Date

***** THIS PAGE MUST BE COMPLETED OR THE PROPOSAL WILL BE REJECTED *****

Exhibit A – Aerial View of Boundary

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Overton Ridge Park Addition
821 Weybridge Ln

Denotes tract of property

Denotes fenced acres available for grazing lease

Exhibit B – Legal Description

Overton Ridge Addition Blk 1 Lot 48R